

REQUEST FOR PROPOSAL

DESIGN, DELIVERY AND INSTALLATION OF A NEW STEERING GEAR SYSTEM FOR THE CCGS PIERRE RADISSON

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven (7) 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 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 contain the Statement of Requirements, the Basis of Payment and other pertinent documentation.

1.2 Requirement

1.2.1 Background:

The *CCGS Pierre Radisson* is a type 1200 vessel that is one in a fleet of three nearly identical icebreakers built between 1978 and 1982. This project is being carried out within the framework of a Vessel Life Extension program (VLE) that should eventually be extended to the other two similar vessels, *CCGS DesGroseilliers* and *CCGS Amundsen*. The contractor's proposal will apply to the *CCGS Pierre Radisson* only, but must include an option for performing similar work on the other two (2) vessels.

Although some technical improvements have been made to the *CCGS Pierre Radisson* in recent years, many of the steering gear system's core components are original and are approaching the end of their useful life. This poses several problems in terms of spares provisioning, in addition to causing general deterioration of all systems over the years. The mandate of the VLE program is to guarantee the reliability of these systems for an additional 15 years.

1.2.2 The Requirement is:

1.2.2.1 To design, deliver and install a new Steering Gear System that will provide the same functionality as the old system and will meet or exceed the requirements contained in Annex A - Statement Of Requirements (SOR),

1.2.2.2 To carry out, within the Work Period of the Contract, all unscheduled work authorized by the Contracting Authority as per Annex G, Procedure for Processing Unscheduled Work.

1.2.2.3: Work location: Montreal, Province of Quebec, Canada.

1.2.3 The requirement is exempt from the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Annex 4 and the North American Free Trade Agreement (NAFTA), Chapter Ten Annex 1001.2b Paragraph 1(a). However, it is subject to the Agreement on Internal Trade (AIT).

1.3 Communications Notifications

The bidder must notify the Contracting Authority at least 7 calendar days in advance of its intention to make public an announcement related to the award of a contract.

1.4 Security Requirement

There is no security requirement associated with this bid solicitation.

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

PART 2 - BIDDER INSTRUCTIONS

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 (SACC) issued by Public Works and Government Services Canada:

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

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** (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 SACC Manual Clause

B1000T - Condition of Material, 2007-11-30

2.3 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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

Any clarifications or changes to the bid solicitation resulting from the questions and answers will be published as an amendment to the bid solicitation.

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 the Province of Quebec.

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 Mandatory Bidder's Conference

A mandatory bidders' conference will be held in Quebec City (Quebec, Canada) at the CCG's facility located at 101 Champlain Blvd, on May 26, 2016. It is mandatory that the Bidder or a representative of the Bidder attend this conference. The scope of the requirement outlined in the bid solicitation will be reviewed and questions will be answered.

Bidders should communicate with the Contracting Authority before the conference to confirm attendance. Bidders shall provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of issues they wish to table at least **five (5) working days** before the scheduled conference. Bidders will be required to sign an attendance form.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation.

Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant.

2.7 Mandatory Site Visit - Vessel

A mandatory visit of a 1200 type ice breaker vessel will be held in Quebec City (Quebec, Canada) at the CCG's facility located at 101 Champlain Blvd, on May 26, 2016. It is mandatory that the Bidder or a representative of the Bidder visit the vessel. The scope of the requirement outlined in the bid solicitation will be reviewed and questions will be answered.

Bidders should communicate with the Contracting Authority before the visit to confirm attendance. Bidders shall provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of issues they wish to table at least **five (5) working days** before the scheduled visit. Bidders will be required to sign an attendance form.

Any clarifications or changes to the bid solicitation resulting from the visit will be included as an amendment to the bid solicitation.

Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant.

2.8 Term of the Contract

The Work must commence and be completed as follows:

Commence: Date of award of the contract.

Completed by: On or before June 15, 2017.

By submitting a bid, the Bidder certifies that they have sufficient material and human resources allocated or available to deliver the Requirement and that the above Work Period is adequate to perform the work required to deliver the Requirement.

2.8.1 Option to extend

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) 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 these options at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The options may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

2.8.2 Option for additional Steering Gear Systems

The Contractor grants to Canada the irrevocable option to provide up to two (2) additional steering gear systems under the same conditions. The Contractor agrees that it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

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 (three (3) hard copies and one (1) soft copy on CD);

Section II - Financial Bid (one (1) hard copy and one (1) soft copy on CD);

Section III - Certifications (one (1) hard copy and one (1) soft copy on CD)

Two (2) packages must be provided with the bid. The first package should include the copies of the Technical Bid (Section I), as well as the copies of the Certifications (Section III). The other package should include the copies of the Financial bid (Section II), as requested above.

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;
- (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. See the Policy on Green Procurement at <http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>

3.2 Section I: Technical Proposal

Bidders must submit a Technical Proposal Package for Canada's evaluation. The package must answer to all requests of the SOR, Annex A. In their technical proposal, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The Technical Proposal must address clearly and in sufficient depth the points that are subject to the Evaluation Procedures and Basis of Selection as per the Part 4 of the Request For Proposal (RFP). Simply repeating the statement contained in the RFP is not sufficient. In order to facilitate the evaluation of the proposal, 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 proposals by identifying the specific paragraph and page number where the subject topic has already been addressed.

Ensure that the Annex "M" – MANDATORY PROPOSAL DELIVERABLES CHECKLIST - is completed accordingly.

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Annex D - Financial Bid Presentation Sheet. The total amount of the applicable taxes must be excluded or shown separately.

3.3.1 Cost Breakdown

Bidders must include with their financial bid a complete cost breakdown of its bid price for the Work in accordance with Annex D – Financial Bid Presentation Sheet. Once in contract the Financial Bid Presentation Sheet will be part of the Basis of Payment, Annex C.

3.3.3 Financial bid evaluation.

1. The Evaluation Price provided in Annex D, Financial Bid Presentation Form, will be used for evaluating the bid.

THE EVALUATION PRICE CONSIST OF THE TOTAL PRICE OF THE THREE (3) VESSELS COMBINED TOGETHER. (CONTRACT VESSEL # 1 PLUS THE TWO (2) OPTIONS VESSELS # 2 AND # 3), APPLICABLE TAXES NOT INCLUDED.

2. The information submitted as a mandatory item will be held as confidential business information. The details of this information may be used for contractual evaluation purposes and/or contract administration purposes.

3.3.4 Exchange Rate Fluctuation

C3011T, 2013-11-06, Exchange Rate Fluctuation

3.3.5 Evaluation of Price

SACC Manual Clause A0222T (2013-04-25), Evaluation of Price.

Ensure that the Annex "M" – MANDATORY PROPOSAL DELIVERABLES CHECKLIST - is completed accordingly.

3.4 Section III: Certifications

Bidders must submit the certifications required under **Part 5**.

Ensure that the Annex "M" – MANDATORY PROPOSAL DELIVERABLES CHECKLIST - is completed accordingly.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Proposals will be assessed in accordance with the entire requirement of the Request for Proposal including the technical evaluation criteria and the financial requirement. An evaluation team composed of representatives of Canada will evaluate the bids.

4.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

4.1.1 To be declared responsive, a bid must:

- a) comply with all the requirements of the RFP; and
- b) meet all mandatory criteria (deliverables); and
- c) obtain the required minimum of **25** points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **75** points.

4.1.2 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 30 % for the price.

4.1.3 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 70 %.

4.1.4 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

4.1.5 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.1.6 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.

4.1.7 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 30/70 ratio of technical merit and price, respectively. The total available point equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (30%) and Price (70%)

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Technical Merit Score Calculation	$115/135 \times 30 = 25.56$	$89/135 \times 30 = 19.78$	$92/135 \times 30 = 20.44$
Pricing Score Calculation	$45\,000/55\,000 \times 70 = 57.27$	$45\,000/50\,000 \times 70 = 63.00$	$45\,000/45\,000 \times 70 = 70.00$
Combine Rating	82.83	82.78	90.44
Overall rating	2nd	3rd	1st

4.2 Mandatory Technical Criteria

A mandatory requirement is described using the words “shall”, “must”, “will”, “is required” or “is mandatory”.

4.2.1 Completeness and quality of the written proposal

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

The technical bid must 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.

4.2.2 Classification Society

Bidders must provide the name of the classification society that will evaluate and approve the design of the proposed steering gear system according to the laws and regulations applicable to this specific class of ship and the various requirements specified in the Statement of Requirements (SOR), Annex A. The selected classification society must be approved by Transport Canada Marine Safety (TCMS) under the Delegated Statutory Inspection Program (DSIP), available at this web address:

<https://www.tc.gc.ca/eng/marinesafety/dvro-fsc-dspi-1781.htm>

Bidders must complete Annex J, Certification for the classification society, indicating that they have reached an agreement with a firm to verify and approve the work.

The cost associated with the certification of the proposed steering gear system by the classification society shall be included in the bidder's financial proposal.

4.2.3 Bidders' experience

Bidders must provide objective evidence of their ability to design, deliver and install a similar steering gear system, as a prime contractor, by giving two (2) examples of successfully completed projects within the last five (5) years.

A technical summary of these two (2) projects, including the vessels name and registration number, must also be provided.

Definition of "similar project": Design, delivery and installation of a steering gear system for vessels of at least the same tonnage or greater, than the Pierre Radisson. To be valid, each of the steering gear systems provided as reference must be currently installed in a vessel of at least the same tonnage, or greater, than the Pierre Radisson.

4.2.4 System Check

Bidders must demonstrate that the proposed system will meet or exceed the functionality and performance of the current system. The contractor must check and summarize, in tabular form, the current criteria and corresponding configuration and performance criteria listed in the Statement Of Requirement (SOR) below:

Fit within the dimensional constraints of existing equipment. REF: 4.1

Power requirement, voltage and amperage of the Hydraulic Power Units. REF: 4.2

Response time for Fast Acting Relief Valve. REF: 2.3

Hard over to hard over response times (single Hydraulic Power Unit). REF: 2.3

Hard over to hard over response times (both Hydraulic Power Units). REF: 2.3

4.2.5 Support Capacity

a) Field Service Representative (FSR)

Bidders must demonstrate and certify that they currently have, or will have, at least one FSR based in Canada and that support will be provided within 48 hours of a request from the Technical Authority, directly at the Coast Guard base of Quebec City. The FSR shall be available for the duration of the contract period.

b) Equipment Life Cycle

Bidders must demonstrate and certify that the proposed equipment will have at least fifteen (15) years remaining in its complete life cycle service.

Definitions :	
« Complete life cycle services »	Serial production of the items may have ceased but all parts and support services remain available.

c) Spare parts availability

Bidders must demonstrate and certify that spare parts will be quickly and easily available in North America, directly from the original equipment manufacturers (OEM) or through authorized suppliers.

4.2.6 Document Management Plan

Bidder's proposal must describe the Document Management Plan for drawings and specifications, including the details for Regulatory approvals and Client Feedback.

4.2.7 Preliminary Planning and Scheduling

Bidders must provide a GANTT chart that will allow a preliminary evaluation of the different periods of time required for completion of the work. This chart must include at least the following:

- Contract award (Day 1);
- Complete evaluation of the current system capabilities;
- Production and submission of the Preliminary Design Package (PDP);
- Review by Canada of the PDP;
- Production and submission of all drawings and other design documents (Design Review Package);
- Review by Canada of the Design Review Package;
- Period of approval by Classification Society and TCMS;
- Purchase of the components. Pre-assembly of the equipment at factory;
- Factory Acceptance Tests (FAT);
- Current system removal. New equipment installation and wiring;
- Ship commissioning. Dock and sea trials. Final approval of the new system;
- Training of the CCG personnel.

4.2.8 Quality Management System

Bidders must provide objective evidence that they have in place a Quality Management System registered to ISO 9001:2008 or a Quality Management System modeled on ISO 9001:2008 which will include:

- a) if registered, its valid ISO 9001:2008 certification, and;
- b) an example of its Quality Control Plan (QCP) as applied on previous projects of the same nature and complexity of this RFP, and;
- c) a sample of an Inspection and Test Plan (ITP) developed in accordance with the QCP in (b) above.

4.3 Point Rated Technical Criteria

4.3.1 Bidder’s Experience:

To be valid, each of the steering gear systems provided as reference must be installed in a vessel of at least the same tonnage, or greater, than the Pierre Radisson. Bidders must provide information on the date and place of the installation of these systems, an overview of the work accomplished as well as the name and registration number of the vessels.

	Bidders’ experience as the prime contractor, in the design, delivery and installation of steering gear systems for vessel of at least the same tonnage, or greater, than the Pierre Radisson:	Max 20	
A	3 to 5 years experience	5 pts	
B	6 to 10 years experience	10 pts	
C	11 to 15 years experience	15 pts	
D	16 years and more experience	20 pts	

4.3.2 Experience in similar projects as a prime contractor, on icebreaker vessels, over the past 10 years:

To be valid, each of the steering gear systems provided as reference must be installed in an icebreaker vessel of at least the same tonnage, or greater, than the Pierre Radisson. Bidders must provide information on the date and place of the installation of these systems, an overview of the work accomplished as well as the name and registration number of the vessels.

Definition of "similar project": Design, delivery and installation of a steering gear system of at least the same capacity and function, or greater, than the one currently installed on the Pierre Radisson vessel. The system must also incorporate the operation of a Fast Acting Relief Valve (FARV).

	Number of similar projects carried out by the bidder as the prime contractor, on icebreakers vessels of at least the same tonnage, or greater, than the Pierre Radisson over the past 10 years:	Max 20
A	Design, delivery and installation of 1 to 5 steering gear systems	5 pts
B	Design, delivery and installation of 6 to 10 steering gear systems	10 pts
C	Design, delivery and installation of 11 to 15 steering gear systems	15 pts
D	Design, delivery and installation of 16 or more steering gear systems	20 pts

4.3.3 Experience of the person in charge of technical design for icebreakers vessels:

Note: Bidders must provide the resume of the person in charge of the technical part of the design work of steering gear systems for icebreaker vessels of at least the same tonnage, or greater, than the Pierre Radisson. Bidders must provide information on the date and the place of installation of these systems, an overview of the work accomplished as well as the name and registration number of the vessels. This specific individual shall be employed by the bidder for, as a minimum, the duration of the contract period and shall perform the technical design of the proposed steering gear system.

	Experience of the person in charge of the technical design of steering gear systems for icebreaker vessels of at least the same tonnage, or greater, than the Pierre Radisson:	Max 20
A	Graduate Engineer with a minimum experience of 5 years in the design of steering gear systems.	10 pts
B	Graduate Engineer with a minimum experience of 10 years in the design of steering gear systems.	15 pts
C	Graduate Engineer with a minimum experience of 15 years in the design of steering gear systems.	20 pts

4.3.4 Experience of the person in charge of the installation for icebreaker projects

Note: Bidders must provide the resume of the person who is responsible for coordinating the installation work of steering gear systems for icebreaker vessel of at least the same tonnage, or greater, than the Pierre Radisson. Bidders must provide information on the date and the place of installation of these systems, an overview of the work accomplished as well as the name and registration number of the vessels. This specific individual shall be employed by the bidder for, as a minimum, the duration of the contract period and shall be in charge of the installation of the proposed steering gear system.

	Experience of the person in charge of the installation of steering gear systems for icebreaker vessels of at least the same tonnage, or greater, than the Pierre Radisson:	Max 15
A	Professional with a minimum experience of 5 years in the installation of steering gear systems.	5 pts
B	Professional with a minimum experience of 10 years in the installation of steering gear systems.	10 pts
C	Professional with a minimum experience of 15 years in the installation of steering gear systems.	15 pts

TOTAL POINTS : 75

MINIMUM REQUIRED : 25 / 75

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation 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, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

5.1 Mandatory Certifications Required with the Proposal

The Bidder must submit the following duly completed mandatory certifications as part of its bid.

5.1.1 Code of Conduct and Certifications - Related documentation

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

Pursuant to section 01 of Standard Instructions 2003, Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner.

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 available from Human Resources and Skills Development Canada (HRSDC) - Labor's website:

http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml

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.

5.1.3 Education and Experience

By submission of a bid, 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.

5.1.4 Status and Availability of Resources

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

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

5.1.5 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 FPS, bidders must provide the information required below with its proposal. Failure to provide the

required information will render the proposal non-responsive.

5.1.5.1 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.

5.1.5.2 Former Public Servant in Receipt of a Pension

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

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

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

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

5.1.5.3 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.

PART 6 - FINANCIAL AND OTHER REQUIREMENTS

6.1 Financial Capability

A9033T, 2012-07-16, Financial Capability

6.2 Contract Financial Security

E5000C, 2010-01-11, Performance bonds

6.2.1 If this bid is accepted, the Bidder shall be required to provide the performance bond form [PWGSC-TPSGC 505](#) in accordance with para 7.13, before a contract can be awarded.

6.2.2. If, for any reason, Canada does not receive, within the specified period, the required Contract Financial Security, Canada may accept another offer, seek new bids, negotiate a contract or not accept any bids, as Canada may deem advisable.

6.3 Insurance Requirements

The Bidder must provide with its proposal a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex E.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

7.1.1 To design, deliver and install a new Steering Gear System that will meet or exceed the requirements contained in annex A - Statement of Requirements (SOR),

7.1.2 To carry out, within the Work Period of the Contract, all unscheduled work authorized by the Contracting Authority as per Annex G, Procedure For Processing Unscheduled Work.

7.1.3 Work location: Montreal, Province of Quebec, Canada.

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

7.2.1 General Conditions

2040 (2015-09-03), General Conditions – Research and Development, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

1029 (2010-08-16), Ship Repairs, apply to and form part of the Contract

7.3 Security Requirement

There is no security requirement applicable to this Contract.

7.4 Term of Contract

7.4.1 Work Period

1. Work must commence and be completed as follows:

Commence: Date of contract award.

Complete: On or before June 15, 2017.

2. The Contractor certifies that he has sufficient materiel and human resources allocated or available to deliver the Requirement and that the above work period provides an adequate

period to perform the work required to deliver the Requirement.

7.4.2 Option to extend

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) 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 these options at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The options may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4.3 Option for additional Steering Gear Systems

The Contractor grants to Canada the irrevocable option to provide up to two (2) additional systems under the same conditions. The Contractor agrees that it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.5 Deliverables

All deliverables must be delivered as requested in the SOR and the Contract.

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the contract is:

Rejean Giguere

Department of Public Works and Government Services Canada (PWGSC) acquisition Sector,

800, rue de La Gauchetière Ouest, bureau 7300

Montreal, Quebec, H5A 1L6

Email: rejean.giguere@tpsgc-pwgsc.gc.ca

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

7.6.2 Technical Authority

The Technical Authority for the Contract is: *(information will be provided with the contract)*

Projects Officer (VLE Program)
Canadian Coast Guard (Fisheries & Oceans Canada)
101 Champlain Blvd.
Quebec City, Quebec, G1K 7Y7
E-mail:

The Technical 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 Technical Authority; however the Technical 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.

7.6.3 Inspection Authority – Same as Technical Authority

The Inspection Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for the inspection of the Work and acceptance of the finished work. The Inspection Authority may be represented on-site by a designated inspector and any other Government of Canada Inspector who may from time to time be assigned in support of the designated inspector.

7.6.4 Contractor's Representative *(information will be provided with the contract)*

Name:
Title:
Company:
Address:
Telephone:
E-mail:

7.7 Payment

7.7.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price in accordance with Annex C, Basis of Payment.

7.7.2 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their

incorporation into the Work.

7.7.3 Method of Payment - Milestone Payment

Canada will make milestone payments not more frequently than once a month in accordance with the Schedule of Milestones for Payment, Annex C, if:

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

7.7.4 SACC Manual Clauses

H4500C - Lien - Section 427 of the Bank Act, 2010-01-11

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

C0711C - Time Verification, 2008-05-12

7.8 Invoicing Instructions

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment. Each claim must show:
 - (a) all information required on form PWGSC-TPSGC 1111;
 - (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - (c) the description and value of the milestone claimed as detailed in the Contract;
 - (d) quality assurance documentation when applicable and/or as requested by the Contracting Authority.
2. The Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, must be calculated on the total amount of the claim.
3. The Contractor must prepare and certify one original and one (1) copy of the claim on form PWGSC-TPSGC 1111, and forward it to the Contracting and Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
4. The Contracting Authority will then forward the original of the claim to the Technical Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
5. The Contractor must not submit claims until all work identified in the claim is completed.

7.9 Certifications

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 Priority of Documents

If there is a discrepancy between the wordings 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 2040, (2015-09-03), Research and Development;
- (c) The Supplemental General Conditions 1029, (2010-08-16), Ship Repairs;
- (d) Annex A, Statement of Requirements (SOR);
- (e) Annex C, Basis of payment;
- (f) Other Annexes;
- (g) The Contractor's Proposal dated _____

7.12 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex E. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority, before contract award, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.13 Financial Security

7.13.1 Term of Financial Security

Any bond, bill of exchange, letter of credit or other security provided by the Contractor to Canada in accordance with the terms of the Contract must not expire before 90 days after the end of the Warranty Period indicated in the Contract.

The Contracting Authority may, at its sole discretion, require an extension to the period of the security, for which the Contractor may apply for financial compensation.

The Contracting Authority may, at its sole discretion, return the security to the Contractor before the expiration, provided however that no risk will accrue to Canada as a result of this.

7.13.2 Contract Financial Security

7.13.2.1 The Contractor must provide the Contracting Authority with financial security before contract award. The financial security must be in the form of a security deposit as defined in clause 6.2 in the amount of twenty-five (25) percent of the Contract, applicable taxes and options not included.

7.13.2.2 If, for any reason, Canada does not receive the security deposit in the amount set out above within the specified period, the Contractor will be in default. Canada may, at its discretion, terminate the Contract for default pursuant to the Contract default provision.

7.13.2.3 If the security deposit is in the form of government guaranteed bonds with coupons, all coupons that are unmatured at the time the security deposit is provided must be attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.

7.13.2.4 If the security deposit is in the form of a bill of exchange, Canada will deposit the bill of exchange in an open account in the Consolidated Revenue Fund. Bills of exchange that are deposited to the credit of the Consolidated Revenue Fund will bear simple interest, calculated on the basis of the rates which are in effect during the period the deposit is held.

These rates are published monthly by the Department of Finance and are set to be equal to the average yield on 90-day Treasury Bills, less 1/8 of 1 percent. Interest will be paid annually or, when the security deposit is returned to the Contractor, if earlier. The Contractor may, however, request Canada to hold and not cash the bill of exchange, in which case no interest will become payable.

7.13.2.5 Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.

7.13.2.6 When Canada so converts the security deposit:

- a. the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and
- b. if Canada enters into a contract to have the Work completed, the Contractor will:
 - i. be considered to have irrevocably abandoned the Work; and
 - ii. remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.

7.13.2.7 If Canada does not convert the security deposit to the use of Canada before completion of the entire contract period, including any extension and warranty period, Canada will return the security deposit to the Contractor within a reasonable time after such date.

7.13.2.8 If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be re-established to the level of the amount stated above so that this amount is continued and available until completion of the entire contract period, including any extension and warranty period.

7.13.2.9 Security Deposit Definition

1. In this Article, "security deposit" means
 - a. a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - b. a government guaranteed bond; or
 - c. an irrevocable standby letter of credit, or
 - d. such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "approved financial institution" means
 - a. any corporation or institution that is a member of the Canadian Payments Association;
 - b. a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;

- c. a credit union as defined in paragraph 137(6) of the Income Tax Act;
 - d. a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
 - e. the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
- a. payable to bearer;
 - b. accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations;
 - c. registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit"
- a. means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
 - i. will make a payment to or to the order of Canada, as the beneficiary;
 - ii. will accept and pay bills of exchange drawn by Canada;
 - iii. authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
 - iv. authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
 - b. must state the face amount which may be drawn against it;
 - c. must state its expiry date;
 - d. must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by higher office;
 - e. must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;

- f. must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- g. must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

7.14 Warranty

The General Conditions 2040 (2015-09-03), – Research and Development, are hereby amended as follows;

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for 15 months (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of acceptance by Canada. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.
2. In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Canada to do so, must as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
3. The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be paid the fair and reasonable Cost (including reasonable travel and living expenses) incurred in so doing, with no allowance for profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.
4. Canada must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. The Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.
5. The Contractor must remedy all data and reports pertaining to any correction or replacement under this section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Canada.

6. If the Contractor fails to fulfill any obligation described in this section within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.
7. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 2, for the greater of:
 - a. the warranty period remaining, including the extension; or
 - b. 90 days or such other period as may be specified for that purpose by agreement between the Parties

Performance Period

Following vessel's commissioning and final acceptance of the new propulsion control system, the contractor shall enter into a fifteen (15) months performance period. During this period, the contractor shall be responsible for the continued functionality, performance, and additional tuning of the new propulsion system upgrades such that the systems meet the functional requirements stated within this statement of requirements. During this period, the contractor shall also be responsible to replace all defective parts, in addition to perform all work and additional equipment purchases that may be required to correct certain anomalies in the original design of the control system.

In addition to providing remote assistance, the contractor shall be available to travel to the vessel within 48 hours' notice during this period. One (1) visit to the vessel during ice breaking season shall be included during the performance period to tune the systems to the peak demands experienced during ice breaking. The contractor shall be responsible for the travel costs to the vessel's home port (Quebec City), and the Coast Guard will cover any follow-on travel costs to reach the vessel. For the ice breaking visit, the contractor must be willing to be flown onto the vessel via helicopter and commence testing while the vessel is underway. Because the vessel will operate in the Arctic Ocean during this period, this icebreaking visit might be exceptionally long, up to seven (7) days. During this time only, lodging and meals will be provided to the contractor's technician(s) directly onboard the vessel, at the CCG expenses.

7.15 Project Schedule

The project schedule must be delivered in accordance with Annex A, SOR.

The Contractor must revised the project schedule on an as required basis and submit to Canada for review and concurrence every month. If the revision is due to authorized unscheduled work, the revision must include the unscheduled work, all related schedule impact on the work and impact to the delivery date of the requirement should it be the case.

7.16 Post Contract Award Meeting

A Post Contract Award Meeting will be convened and chaired by the Contracting Authority at the Contractor's facility at a time to be determined. At the meeting the Contractor will introduce the project management personnel supported by an organization chart, and Canada will introduce the Authorities of the Contract. A review of the term and conditions of the Contract will be conducted by the Contracting Authority.

The Contractor's costs of holding a Post Contract Award Meeting must be included in the price of the bid. Travel and living expenses for Government Personnel will be arranged and paid for by the Canada.

7.17 Progress Report

1. The Contractor must submit monthly reports on the progress of the Work in an electronic format to the Technical Authority and to the Contracting Authority.
2. The progress report must contain two (2) Parts:
 - (a) PART 1: The Contractor must answer the following three questions:
 - i. is the project schedule being impacted and if impacted why?
 - ii. is the project delivery date being impacted and if impacted why?
 - iii. is the project within budget?
 - iv. is the project free of any areas of concern in which the assistance or guidance of Canada may be required?
 - (b) PART 2: A narrative report, brief, yet sufficiently detailed to enable the Technical Authority to evaluate the progress of the Work, containing as a minimum:

a description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included, if necessary, to describe the progress accomplished.

7.18 Subcontractor(s)

The Contracting Authority shall be notified, in writing, of any subcontractors the contractor may require to perform the Work as well as any changes that may occur during the period of the contract. When the Contractor subcontracts work, a copy of the subcontract purchase order is to be passed to the Contracting Authority. In addition, the Contractor must monitor progress of subcontracted work and inform the Inspection Authority on pertinent stages of work to permit inspection when considered necessary by the Inspection Authority. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matter or things done or provided by any subcontractor under the Contract and for paying any subcontractor for any part of the Work they perform.

7.19 Insulation Materials - Asbestos Free

All materials used to insulate or re-insulate any surfaces on board the vessel must meet Transport Canada Marine standards, for commercial marine work, and, for all work, be free from asbestos in any form. The Contractor must ensure that all machinery and equipment located below or adjacent to surfaces to be re-insulated are adequately covered and protected before removing existing insulation.

7.20 SACC Manual Clauses

B9035C - Progress Meetings, 2008-05-12

B5007C - Procedures for Design Change or Additional Work, 2010-01-11

D3015C - Dangerous Goods/Hazardous Products, 2014-09-25

A0285C - Workers Compensation, 2007-05-25

7.21 Trade Qualifications

The Contractor must use qualified, certificated (if applicable) and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Technical Authority may request to view and record details of the certification and/or qualifications held by the Contractor's tradespeople. This request should not be unduly exercised but only to ensure qualified tradespeople are on the job.

7.22 Welding Certification

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA) standards:

CSA W47.1-09 (R2014) Certification for Companies for Fusion Welding of Steel
(Minimum Division Level 2.1)

2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
3. Before the commencement of any fabrication work, and upon request from the Technical Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel intended to be used in the completion of the work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

7.23 Permits, Licenses and Certificates

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

7.24 ISO 9001:2008 - Quality Management Systems

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of:

ISO 9001:2008 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid. The Contractor's quality management system must address each requirement contained in the standard; however, the Contractor is not required to be registered to the applicable standard.

7.25 Dispute Resolution

The parties agree to follow the procedures below for the settlement of any disputes which may arise throughout the life of this Contract prior to seeking redress through court procedures:

- (a) Disputes arising from this Contract will in the first instance be resolved by the Contracting Authority and the Contractor's Contract Administrator within 15 working days or such additional time as may be agreed to by both parties.
- (b) Failing resolution under (a) above, the Manager of the Montreal Procurement Division at PWGSC and the Contractor's Representative Supervisor will attempt to resolve the dispute within an additional fifteen (15) working days.
- (c) Failing resolution under (a) or (b) above, the Director of the Montreal Procurement Division at PWGSC, and the Contractor's Senior Management will attempt to resolve the dispute within an additional thirty (30) working days.
- (d) Notwithstanding the above procedure, either party may seek a decision through the courts at any time during the dispute.

7.26 Discretionary Audit

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favored customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

7.27 Failure to Deliver

Time is of the essence of the Contract. Changes in the Completion date not caused by Canada are Contractor defaults, will prejudice Canada and are at the Contractor's expense. The Completion date will not be extended without consideration being provided by the Contractor acceptable to Canada in the form of adjustment to the price, warranty or services to be provided.

ANNEX A – STATEMENT OF REQUIREMENTS (SOR)

AS PER ATTACHED DOCUMENT.

ANNEX C - BASIS OF PAYMENT - FIRM PRICE

Annex C will form the Basis of Payment for the resulting Contract and must not be filled in at the bid submission stage. Prices given in Annex D will be transferred to Annex C and will be part of the resulting contract.

C1 Contract Firm Price, in Canadian dollar, applicable taxes excluded:

For the work specified in Annex A (SOR):

CONTRACT - Vessel # 1 - CCGS Pierre Radisson	Amount
TOTAL :	\$

C2 Options Firm Price, in Canadian dollar, applicable taxes excluded:

For the work specified in Annex A (SOR):

OPTION - Vessel # 2 - CCGS DesGroseilliers	Amount
Installation completed and acceptance of the new steering gear system by the CCG no later than June 15, 2018.	
TOTAL :	\$

OPTION - Vessel # 3 - CCGS Amundsen	Amount
Installation completed and acceptance of the new steering gear system by the CCG no later than June 15, 2019.	
TOTAL :	\$

C3 Price for unscheduled work, in Canadian Dollar, applicable taxes excluded:

The Contractor will be paid for unscheduled work on an as and when required basis, as authorized by Canada and as per Annex G, Procedure for Processing Unscheduled Work:

a)	For Engineering work: Firm hourly rate, applicable taxes excluded.	\$ _____
b)	For Other Related work: Firm hourly rate, applicable taxes excluded.	\$ _____
c)	For welding work: Firm hourly rate, applicable taxes excluded.	\$ _____

Prorated Prices for unscheduled work:

Hours and prices for unscheduled work shall be based on comparable historical data applicable to similar work at the same facility, or shall be determined by prorating the quoted Work costs in the Contract when in similar areas of the vessel.

Overtime

There will be no overtime payment for Known Work. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the overtime performed pursuant to the written authorization.

ANNEX D - FINANCIAL BID PRESENTATION

D1 Contract Firm Price, in Canadian dollar, applicable taxes excluded, for evaluation purpose:

For the work specified in Annex A (SOR):

CONTRACT - Vessel # 1 - CCGS Pierre Radisson	Amount
TOTAL :	\$

D2 Options Firm Price, In Canadian dollar, applicable taxes excluded, for evaluation purpose:

For the work specified in Annex A (SOR):

OPTION - Vessel # 2 - CCGS DesGroseilliers	Amount
Installation completed and acceptance of the new steering gear system by the CCG no later than June 15, 2018.	
TOTAL :	\$

OPTION - Vessel # 3 - CCGS Amundsen	Amount
Installation completed and acceptance of the new steering gear system by the CCG no later than June 15, 2019.	
TOTAL :	\$

D3 Price for unscheduled work, in Canadian dollar, applicable taxes excluded:

The Contractor will be paid for unscheduled work on an as and when required basis, as authorized by Canada and as per Annex G, Procedure for Processing Unscheduled Work:

a)	For Engineering work: Firm hourly rate, applicable taxes excluded.	\$ _____
b)	For Other Related work: Firm hourly rate, applicable taxes excluded.	\$ _____
c)	For welding work: Firm hourly rate, applicable taxes excluded.	\$ _____

Prorated Prices Unscheduled Work

Hours and prices for unscheduled work shall be based on comparable historical data applicable to similar work at the same facility, or shall be determined by prorating the quoted Work costs in the Contract when in similar areas of the vessel.

Overtime

There will be no overtime payment for Known Work. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the overtime performed pursuant to the written authorization.

ANNEX E - INSURANCE REQUIREMENTS

E 1 Ship Repairers' Liability Insurance

1. The Contractor must obtain Ship Repairer's 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 \$10,000,000 per accident or occurrence and not less than \$20,000,000 in the annual aggregate.
2. The Ship Repairer's Liability insurance must include the following:
 - a. Additional Insureds: 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Environment Canada and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
 - c. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. 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.
 - e. Cross Liability/Separation of Insured: 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.

E 2 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 \$10,000,000 per accident or occurrence and not less than \$20,000,000 in the annual aggregate.
2. The Commercial General Liability Insurance policy must include the following:
 - (a) Additional Insureds: 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 endeavor 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.

E 3 Errors and Omissions Liability Insurance

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 defense costs.

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.

The following endorsement must be included:

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

ANNEX G - PROCEDURE FOR PROCESSING UNSCHEDULED WORK

1. Purpose

The Unscheduled Work Procedure has been instituted for the following purposes:

- a. To establish a uniform method of dealing with requests for Unscheduled Work;
- b. To obtain the necessary Technical Authority approval and Contracting Authority authorization before Unscheduled Work commences;
- c. To provide a means of maintaining a record of Unscheduled Work requirements including Serial Numbers, dates, and accumulated cost the Contractor shall have a cost accounting system that is capable of assigning job numbers for each Unscheduled Work requirement so that each requirement can be audited individually.

2. Definitions and Particulars

- a. An Unscheduled Work Procedure is a contractual procedure whereby changes to the scope of Work under the Contract may be defined, priced and contractually agreed to. Such changes may arise from;
 - i. "Work Arising" from opening up of machinery and/or surveys of equipment and material, or
 - ii. "New Work" not initially specified but required on the Vessel.
- b. The procedure does not allow for the correction of deficiencies in the Contractor's Proposal.
- c. No unscheduled work may be undertaken by the Contractor without written authorization of the Contracting Authority except under emergency circumstances described in Sub. Paragraph 3(b). Unscheduled Work.
- d. Work undertaken without written Contracting Authority authorization will be considered the Contractor's responsibility and cost.
- e. The appropriate PWGSC form is the final summary of the definition of the Unscheduled Work requirement, and the costs negotiated and agreed to.

3. Procedures

- a. The procedure involves the electronic form PWGSC-TPSGC 1379 (10/2011) for refit and repair and will be the only form for authorizing all Unscheduled Work.
- b. Emergency measures required to prevent loss or damage to the Vessel which would occur if this procedure were followed, shall be taken by the Contractor on its own authority. The responsibility for the cost of such measures shall be determined in accordance with the terms

and conditions of the Contract.

- c. The Technical Authority will initiate a work estimate request by defining the Unscheduled Work requirement. It will attach drawings, sketches, additional specifications, other clarifying details as appropriate, and allocate their Serial Number for the request.
- d. Notwithstanding the foregoing, the Contractor may propose to the Technical Authority in writing, either by letter or some type of Defect Advice Form (this is the Contractor's own form) that certain Unscheduled Work should be carried out.
- e. The Technical Authority will either reject or accept such Proposal, and advise the Contractor and Contracting Authority. Acceptance of the Proposal is not to be construed as authorization for the work to proceed. If required, the Technical Authority will then define the Unscheduled Work requirement in accordance with Sub. Paragraph 3. (c).
- f. The Contractor will electronically submit its Proposal to the Contracting Authority together with all price support, any qualifications, remarks or other information requested.

The price support shall demonstrate the relationship between the scope of work, the Contractor's estimated costs and its selling price. It is a breakdown of the Contractor's unit rates, estimates of person hours by trade, estimate of material cost per item, for both the contractor and all of its subcontractors, estimates of any related impact and an evaluation of the contractor's time required to perform the Unscheduled Work.

- g. The Contractor shall provide copies of purchase orders and paid invoices for Subcontracts and/or materials, including stocked items, in either case. The Contractor shall provide a minimum of two quotations for Subcontracts or materials. If other than the lowest, or sole source is being recommended for quality and/or delivery considerations, this shall be noted. On request to the Contractor, the Contracting Authority shall be permitted, to meet with any proposed Subcontractor or material supplier for discussion of the price and always with the Contractor's representative present.
- h. After discussion between the Contracting Authority and the Contractor and if no negotiation is required, the Contracting Authority will seek Technical Authority confirmation to proceed by signing the form. The Contracting Authority will then sign and authorize the Unscheduled Work to proceed.
- i. In the event the Technical Authority does not wish to proceed with the work, it will cancel the proposed Unscheduled Work through the Contracting Authority in writing.
- j. In the event the negotiation involves a Credit, the appropriate PWGSC form will be noted as "credit" accordingly.
- k. In the event that the Technical Authority requires Unscheduled Work of an urgent nature or an impasse has occurred in negotiations, the commencement of the Unscheduled Work should not be unduly delayed and should be processed as follows, in either case. The Contractor will complete the appropriate PWGSC 1379 form indicating the offered cost and pass it to the Contracting Authority. If the Technical Authority wishes to proceed, the Technical Authority and the Contracting Authority will sign the completed PWGSC form with the notation,

"CEILING PRICE SUBJECT TO DOWNWARD ADJUSTMENT", and allocate a Serial Number having the suffix "A". The work will proceed with the understanding that following an audit of the Contractor's actual costs for completing the described work, the cost will be finalized at the ceiling price or lower, if justified by the audit. A new PWGSC form will then be completed with the finalized costs, signed and issued with the same Serial Number without the suffix "A", and bearing a notation that this form is replacing and cancelling the form having the same Serial Number with the suffix "A".

NOTE: PWGSC forms bearing Serial Numbers with a suffix "A" shall not to be included in any contract amendments, and therefore no payment shall be made until final resolution of the price and incorporation into the contract.

4. Amendment to Contract or Formal Agreement.

The Contract will be amended from time to time in accordance with the Contract terms to incorporate the costs authorized on the appropriate PWGSC forms.

ANNEX J – CLASSIFICATION SOCIETY CERTIFICATION FORM

This form confirms that the bidder has entered into an agreement with the classification society identified below to complete the work as required in Annex A, SOR:

Name of classification society _____

Signature of authorized signatory of classification society _____

Print Name of authorized signatory of classification society _____

Print Title of authorized signatory of classification society _____

Address for authorized signatory of classification society _____

Telephone no. for authorized signatory of classification society _____

Fax no. for authorized signatory of classification society _____

Date signed _____

Solicitation Number _____

Name of Bidder _____

**ANNEX K - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY –
BID 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 such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity, visit HRSDC-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 HRSDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-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 HRSDC-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)

ANNEX L - DIRECTORS/OWNERS OF THE BIDDER (Code of Conduct)

NAME	TITLE

ANNEX M – MANDATORY PROPOSAL DELIVERABLES CHECKLIST

Notwithstanding deliverable requirements specified within the bid solicitation and its associated Technical Specification (Annex A), mandatory deliverables that must be submitted with the Bidder's proposal to be deemed responsive are summarized below.

The Bidder must submit a completed Annex "M" Deliverables/ Certifications.

The following are mandatory and the Bidder's submission will be evaluated against the requirements as defined herein. The Bidder must be determined to be compliant on each item to be considered responsive.

Item	Description	Completed	Location in the bid
1	Request for Proposal document, page 1, completed and signed		
2	Annex J, Proposed Classification Society		
3	Annex D, Financial Bid Presentation Form		
4	Points Rated Technical Criteria, article 4.3		
5	Mandatory Technical Criteria, article 4.2		
6	Annex L, Directors/Owners of the Bidders (code of conduct), article 5.1.1		
7	Annex K, Federal Contractors Program for Employment Equity – article 5.1.2		
8	Annex N - Former Public Servant in Receipt of a Pension, article 5.1.5.2		
9	Annex O, Work Force Adjustment Directive, article 5.1.5.3		
10	Letter stating that the Bidder can be insured, article 6.3		

ANNEX N – FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION

5.1.5.2 Former Public Servant in Receipt of a Pension

Is the Bidder a former public servant in receipt of a pension? **Yes () No ()**

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

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

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

2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3025C/2>

ANNEX O – WORK FORCE ADJUSTMENT DIRECTIVE

5.1.5.3 Work Force Adjustment Directive

Is the Bidder a former public servant 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 former public servant who received a lump sum payment is \$5,000, including Applicable Taxes.