



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Nova Scotia
Bid Fax: (902) 496-5016

**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 Surface Combatant Design	
Solicitation No. - N° de l'invitation W7707-175891/A	Date 2016-06-27
Client Reference No. - N° de référence du client W7707-17-5891	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-220-9883	
File No. - N° de dossier HAL-6-77045 (220)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-07-14	
Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Dunphy, Nancy	Buyer Id - Id de l'acheteur hal220
Telephone No. - N° de téléphone (902) 496-5481 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE SEE HEREIN DARTMOUTH NOVA SCOTIA B3A 3C5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9
Nova Scot

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

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PART 1 - GENERAL INFORMATION

1.1 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, Non-disclosure Agreement, Evaluation Criteria and the Code of Conduct.

1.2 Summary

1.2.1 Defence Research and Development Canada (DRDC) is developing a better understanding of the Arctic operational environment and ship-ice interactions in order to provide scientific and technical advice to the Royal Canadian Navy. The initial phase of the work was conducted by Daley R&E in FY 2014/15 and successfully determined the safe speed in ice for the DRDC Notional Destroyer using structural design data based on the amidships cross section. The analysis considered contact of the hull with a single ice flow, and determined the safe speed envelopes based on various limit states of plastic deformation damage. This initial assessment was quite informative as to the ice-going capability of non-ice class surface combatants in general, and overall was conservative in its assumptions. In the present contract, the intent is to repeat the FY14/15 assessment using a more realistic hull structure design for the bow section, which is to be provided by DRDC. When this assessment is completed, simulations of the notional destroyer transiting through partially ice-covered waters will be conducted to determine the largest impact forces and likely damage that may occur. The intent is to repeat the FY14/15 assessment using a more realistic hull structure design for the bow section, which is to be provided by DRDC. When this assessment is completed, simulations of the notional destroyer transiting through partially ice-covered waters will be conducted to determine the largest impact forces and likely damage that may occur.

The period of the contract is from award to **March 31, 2017.**

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SEE Statement of Work in **ANNEX A** attached for further details.

1.2.2 Important Information

- i. Defence Research and Development Canada - Atlantic has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada.
- ii. Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003. See Annex E.
- iii. For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- iv. There is no security requirement applicable to this Contract.
- v. The maximum funding available for the contract resulting from the bid solicitation is **\$40,000.00** (Applicable Taxes extra).

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 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](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.

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 \(2016-04-04\)](#) Standard Instructions - Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred twenty (120) 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.

2.3 Former Public Servant - Competitive Bid

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 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

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- 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;

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- 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 Communications - Solicitation Period

All enquiries must be submitted in writing to the Contracting Authority, preferably via email, at nancy.dunphy@tpsgc-pwgsc.gc.ca, **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 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 **Nova Scotia**.

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 Basis for Canada's Ownership of Intellectual Property

Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the *Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*:

"statutes, regulations or prior obligations of Canada to a third party or parties preclude Contractor ownership of the Intellectual Property Rights in Foreground Information".

2.7 Maximum Funding

The maximum funding available for the contract resulting from the bid solicitation is **\$40,000.00** (Applicable Taxes extra, as appropriate). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

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)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard copy)
- Section IV: Additional Information (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (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 clearly address 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.

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The technical bid consists of the following:

All the information required to demonstrate its conformity with the Mandatory and Point-Rated Technical Criteria described in Annex D.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the following:

Price Breakdown (Annexe B)

- (a) Labour: For each individual and (or) labour category to be assigned to the Work, indicate: i) the hourly rate, inclusive of overhead and profit; and ii) the estimated number of hours.
- (b) Equipment: Specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable. These items will be deliverable to Canada upon completion of the contract.
- (c) Materials and Supplies: Identify each category of materials and supplies required to complete the Work and provide the pricing basis.
- (d) Travel and Living Expenses: Indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs which must not exceed the limits of the Treasury Board (TB) Travel Directive. With respect to the TB Directive, only the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Directive <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>, and the other provisions of the Directive referring to "travellers", rather than those referring to "employees", are applicable. The Treasury Board Secretariat's Special Travel Authorities, http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/statb-eng.asp, also apply.
- (e) Subcontracts: Identify any proposed subcontractor and provide for each one the same price breakdown information as contained in this article.
- (f) Other Direct Charges: Identify any other direct charges anticipated, such as long distance communications and rentals, and provide the pricing basis.
- (g) Applicable Taxes: Identify any Applicable Taxes separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003. (Annex E)

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

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.

4.1.1 Supporting Information

In the event that the Bidder fails to submit any supporting information pursuant to Request for Proposals (RFP), the Contracting Authority may request it thereafter in writing, including after the closing date of the bid solicitation. It is mandatory that the Bidder provide the supporting information within three (3) business days of the written request or within such period as specified or agreed to by the Contracting Authority in the written notice to the Bidder.

4.1.2 Mandatory Technical Criteria

Refer to Annex D, Mandatory and Point-Rated Technical Criteria.

4.1.3 Point-Rated Technical Criteria

Refer to Annex D, Mandatory and Point-Rated Technical Criteria.

4.1.4 Financial Evaluation

SACC Manual Clause [A0220T \(2014-06-26\)](#), Evaluation of Price

4.2 Basis of Selection - Highest Rated Within Budget

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory technical evaluation criteria; and
- (c) obtain the required minimum points for the technical evaluation criteria which are subject to point rating for each group of criteria.

Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget (\$40,000.00 + taxes) available for this requirement.

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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.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Required Precedent to Contract Award

5.2.1 Integrity Provisions – List of Names

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, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names. **SEE ANNEX E.**

5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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.

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5.2.3. Status and Availability of Resources

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

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

5.2.4 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.

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PART 6 – SECURITY AND INSURANCE REQUIREMENTS

6.1. Security Requirements

There is no security requirement applicable to this Contract.

6.2 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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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. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled _____, dated _____. **(to be completed at contract award)**

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

7.2.1 General Conditions

2040 (2016-04-04), General Conditions – Research and Development apply to and form part of the Contract.

7.3 Security Requirements

There is no security requirement applicable to this Contract.

7.4. Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from contract award to **March 31, 2017.**

7.5. Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Nancy Dunphy

Contracting Officer, Nova Scotia Acquisitions, Acquisitions Directorate
Public Services and Procurement Canada / Government of Canada

nancy.dunphy@pwgsc-tpsgc.gc.ca / Tel: 902-496-5481 / Fax: 902-496-5016

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

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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.

7.5.2 Project Authority (Will be completed at contract award)

The Project Authority for the Contract is:

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

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

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.

7.5.3 Contractor's Representative (BIDDER please fill in details)

Name: _____
Telephone: _____
Email address: _____

Procurement Business Number (PBN): _____

7.6 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.

7.7 Payment

7.7.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (amount to be inserted at contract award). Customs duties are included, and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of 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 contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.7.2 Method of Payment – Progress Payments

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to **90 percent** of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment using form [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. the amount claimed is in accordance with the basis of payment;
 - c. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
 - d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the

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Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7.7.4 SACC Manual Clauses

C0305C (2008-05-12), Cost Submission

7.7.5 Time Verification

C0711C (2008-05-12), Time Verification

7.8. Invoicing Instructions - Progress Payment Claim

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. a list of all expenses;
- d. the description and value of the milestone/task claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - c. a copy of the monthly progress report.
2. Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
 3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the *Project Authority* identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The *Project Authority* will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
 4. The Contractor must not submit claims until all work identified in the claim is completed.

7.9. Certifications

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

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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.

7.10. Applicable Laws

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

7.11. 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 2040 (2016-04-04), General Conditions Research & Development;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, INTELLECTUAL PROPERTY DISCLOSURE CERTIFICATION Contractor
- (f) the Contractor's bid dated: _____.

7.12. Defence Contract

SACC *Manual* clause [A9006C](#) (2012-07-16) Defence Contract

7.13. Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX A Statement of Work

1. TITLE

SAFE SPEED OF A SURFACE COMBATANT HULL DESIGN IN LIGHT ICE CONDITIONS

2. BACKGROUND

Defence Research and Development Canada (DRDC) is developing a better understanding of the Arctic operational environment and ship-ice interactions in order to provide scientific and technical advice to the Royal Canadian Navy.

Ice conditions are highly variable. At one end, the lightest of ice conditions (newly formed frazil) presents absolutely no structural risk to any vessel. At the other extreme, multiyear ice and glacial ice can present a very high risk to all but the highest of ice class ships. The actual risk level is heavily influenced by the specific characteristics of the ice (thickness, mass, strength, shape), the specific form and strength of the hull and the specific manoeuvres and speeds (operations) that the vessel performs.

A vessel's 'Ice Class' defines the additional requirements for a vessel intended to operate in ice. All ice class systems contain a range of classes, in order to reflect the wide range of ice conditions that exist. Each ice class is associated with a nominal design condition at which the vessel can safely operate. To date, little clear guidance exists on the precise range of conditions that are safe to operate in. It is usually left to the owners to learn through hard experience what conditions their vessels are fully capable of (and not capable of) operating in.

Furthermore, this information is needed to more fully assess the impact of operating its ships in ice-covered waters under emergency conditions or otherwise. The DRDC Notional Destroyer is a concept vessel that will be used to develop a greater understanding of the capability of non-ice class vessels to safely operate in light ice conditions, and further to develop an understanding of the effect of increasing ice class on the range of ice conditions and operations that can be safely performed.

The initial phase of the work was conducted by Daley R&E in FY 2014/15 and successfully determined the safe speed in ice for the DRDC Notional Destroyer using structural design data based on the amidships cross section. The analysis considered contact of the hull with a single ice flow, and determined the safe speed envelopes based on various limit states of plastic deformation damage. This initial assessment was quite informative as to the ice-going capability of non-ice class surface combatants in general, and overall was conservative in its assumptions. In the present contract, the intent is to repeat the FY14/15 assessment using a more realistic hull structure design for the bow section, which is to be provided by DRDC. When this assessment is completed, simulations of the notional destroyer transiting through partially ice-covered waters will be conducted to determine the largest impact forces and likely damage that may occur.

3. ACRONYMS

DRDC	Defence Research and Development Canada
FY	Fiscal year
HST	Harmonized sales tax

4. APPLICABLE DOCUMENTS & REFERENCES

AD1: Daley R&E, "Ice Impact Capability of DRDC Notional Destroyer," DRDC Contract Report (in review), 21 Apr 2015.

5. TASKS

- 5.1 The Contractor must review the design of the DRDC Notional Destroyer bow structure and perform an initial qualitative and quantitative assessment to identify the frame location where maximum ice loads will occur.
- 5.2 The Contractor must develop structural models of the Notional Destroyer bow structure and use them to determine force versus displacement relationships for the structure under static and moving ice loads.
- 5.3 The Contractor must determine the safe speed for the Notional Destroyer bow structure in representative scenarios using analytical tools (e.g. the Direct Design for Polar Ships software, or similar), taking into account the relative motion of the vessel and ice floe, the breaking strength of ice and the deformation of the structure under ice loading. Both ice crushing, and the flexural elasticity and breakage of the ice floe(s) are to be considered in the determination of ice strength. The Contractor must determine the safe speed for contact with a single ice floe with dimensions ranging between 2 to 100 metres and floe thicknesses ranging between 0.25 to 2.5 metres in the following representative scenarios:
- Glancing collision under initially straight forward motion of the vessel for at least five wedge angles ranging between 45 and 180 degrees. Based on these assessments, the Contractor shall determine a relationship between the safe speed of the vessel and the wedge angle of a single ice floe.
 - Glancing collision while moving forward and turning away from the floe at a rate of 0.5 degrees per second, assuming the worst case for wedge angle
 - Glancing collision while moving forward and turning toward the floe at a rate of 0.5 degrees per second, assuming the worst case for wedge angle
- 5.4 The Contractor must determine safe speeds in 5.3 by considering limit states for the hull structure in which the maximum resulting permanent deformation of stiffeners or framing is 20 millimetres (acceptable deformation for normal operations) and 50 millimetres (acceptable for emergency operations).

5.5 The Contractor must perform simulations of the Notional Destroyer moving through partially ice covered waters using an appropriate software tool (e.g. the Gem software, or similar) to determine the peak forces that occur and their statistical distribution. The simulations must model ice floes as random polygons of size and thickness varying between set limits (to be determined in consultation with the Task Authority) in which the total ice coverage equals a given percentage of the sea surface. The simulations must take into effect the crushing strength of ice but need not include the elasticity of the hull. The Contractor shall simulate the following scenarios for total ice coverages of 5%, 10%, 20% and 40%:

- a. Straight forward motion at the relevant safe speeds determined in 5.3.
- b. Forward motion at the relevant safe speeds determined in 5.3 with turning to starboard at a rate of 0.5 degrees per second.
- c. Forward motion at the relevant safe speeds determined in 5.3 with turning to port at a rate of 0.5 degrees per second.

5.6 For each simulation scenario in 5.5, the Contractor shall determine the greatest permanent deformations that will occur in the structure, based on force versus displacement relationships determined in 5.2.

6. DELIVERABLES

Number	Task Reference	Description of the Deliverables	Quantity and Format
6.1	5.1	Final report must include description of the design review performed and the results of the initial qualitative and quantitative assessment	1
6.2	5.2	Final report must include description of the models that were developed, the analyses that were performed, and analytical and graphical representations of the force versus displacement relationships that were determined.	1
6.3	5.3	Final report must include a detailed description of the calculations and assumptions used to determine the safe speeds, and will provide results that clearly indicate the variation in safe speed with floe size, floe thickness, wedge angle, in each of the analysis scenarios.	1
6.4	5.4	The final report must include safe speed results for two limit states of permanent deformation.	1
6.5	5.5	The final report must include a detailed	1

		description of the simulations that were performed including the underlying assumptions of the simulation software. The results must include the statistical distribution of the forces on the hull resulting from ice impacts for each of the simulation cases, as well as the maximum ice-impact force.	
6.6	5.6	The final report must include results of the permanent deformation that will occur in each of the simulation scenarios in 5.5.	1

7. DATE OF DELIVERY

Deliverable	Delivery date
6.1	On or before 2017-03-31.
6.2	On or before 2017-03-31
6.3	On or before 2017-03-31
6.4	On or before 2017-03-31
6.5	On or before 2017-03-31
6.6	On or before 2017-03-31

8. LANGUAGE OF WORK

English.

9. LOCATION OF WORK

The work must be performed on Contractor site.

10. TRAVEL

The Contractor is not required to travel.

11. MEETINGS

A kickoff meeting will take place by teleconference immediately after the award of contract.
A meeting will take place by teleconference at the midway point of the work to assess progress.
Additional progress meetings will take place if requested by the Task Authority or the Contractor.

A close-out meeting will take place in person at the end of the contract to present the findings of the work and discuss its implications.

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12. GOVERNMENT SUPPLIED MATERIAL (GSM)

GSM 1: Powerpoint presentations, spreadsheets and other electronic documents containing the design information for the DRDC Notional Destroyer.

Quantity: 1

13. GOVERNMENT FURNISHED EQUIPMENT (GFE)

None

14. SPECIAL CONSIDERATIONS

None

15. SECURITY

All work is unclassified and the Contractor will not have access to any classified information.

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ANNEX "B"
Basis of Payment

1. LABOUR: at the following firm rates

CATEGORY (OR NAME)	FIRM HOURLY RATE	
_____	\$ _____	
_____	\$ _____	
etc.		Est.: \$ _____

2. EQUIPMENT: at laid down cost without markup **Est.: \$ _____**
(Specify type of equipment, if applicable)

3. MATERIALS AND SUPPLIES: at laid down cost without markup **Est.: \$ _____**
(Specify what categories of materials and supplies, if applicable)

4. TRAVEL AND LIVING EXPENSES: The Contractor is not required to travel.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive (http://www.tbsct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees" are applicable. All travel must have prior authorization of the Project Authority. All payments are subject to government audit.

Est.: \$ N/A

5. SUBCONTRACTS: at actual cost without markup **Est.: \$ _____**
(Identify subcontractors)

6. ANY OTHER DIRECT CHARGES: at actual cost without markup **Est.: \$ _____**
(Specify what categories of direct charges, if applicable)

Estimated Cost to a Limitation of Expenditure: \$ _____
(Applicable Taxes extra)

With the exception of the firm rate(s) and price(s), the amounts shown in the various items specified above are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority and provided that the estimated cost does not exceed the aforementioned Limitation of Expenditure.

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ANNEX C
INTELLECTUAL PROPERTY DISCLOSURE CERTIFICATION -
CERTIFICAT DE DIVULGATION DE LA PROPRIÉTÉ INTELLECTUELLE

This form is to be completed and signed by the contractor upon completion of the contract and returned to:

Nancy Dunphy
Acquisitions Branch
Public Works and Government Services Canada
1713 Bedford Row, PO Box 2247
Halifax, Nova Scotia
B3J 3C9
Tel: (902) 496-5481
Fax: (902) 496-5016

**Contract Title: SAFE SPEED OF A SURFACE COMBATANT HULL DESIGN IN LIGHT ICE
CONDITIONS**

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It is a term of the referenced contract that, regardless of its ownership, all Foreground Information¹ that could be Inventions¹ and all other Foreground Information, shall be promptly and fully disclosed to Canada.

¹ - defined in the General Conditions identified in the Contract

Tel que stipulé dans le contrat mentionné ci-dessus, et peu importe à qui sont dévolus les droits de propriété intellectuelle, tous les renseignements originaux * susceptibles de constituer des inventions*, de même que tous les autres renseignements originaux découlant de ce contrat, devront être divulgués pleinement et sans délai au Canada.

* - tels que définis dans les conditions générales identifiées dans le contrat.

Consequently, the undersigned, being a duly authorized officer of the Contractor, certifies that during the tenure of the contract

(mark appropriate box):

No Foreground Information was conceived, developed or produced as part of the Work and, therefore the Contractor has nothing to disclose.

All Foreground Information which was conceived, developed or produced as part of the Work was fully disclosed and documented in the technical reports delivered by the Contractor to the Technical Authority designated in the Contract, and the Contractor has nothing further to disclose.

All Foreground Information conceived, developed or produced as part of the Work by the Contractor is hereby fully disclosed in the attached document.

Par conséquent, le soussigné, étant un agent dûment autorisé de l'Entrepreneur, certifie que durant la période du contrat
(cochez la case appropriée):

Aucun renseignement original n'a été conçu, développé ou produit pendant l'exécution des travaux; l'entrepreneur n'a donc aucun renseignement original à divulguer.

Tous les renseignements originaux conçus, développés ou produits pendant l'exécution des travaux ont été entièrement divulgués et documentés dans les rapports techniques livrés par l'Entrepreneur à l'autorité technique indiquée dans le contrat, et l'Entrepreneur certifie qu'il n'existe aucune information supplémentaire à divulguer.

Tous les renseignements originaux conçus, développés ou produits pendant l'exécution des travaux par l'Entrepreneur sont entièrement divulgués dans le document ci-joint.

Signature - Signature: _____

Print Name - Nom en caractère imprimé: _____

Title - Titre: _____

Company Name - Entrepreneur: _____

Date - Date: _____

**Annex D
Mandatory and Point-Rated Evaluation Criteria**

1. MANDATORY EVALUATION CRITERIA

In their proposals, bidders must demonstrate they meet the following mandatory criteria. Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration.

	CRITERIA	MET	NOT MET
M1	The principal investigator must have a minimum of 10 years' experience in ship-ice interaction		
M2	The members of the project team must together have a minimum of 5 years' experience in modelling of sea ice		
M3	The members of the project team must together have a minimum of 5 years' experience in performing ship-ice interaction simulations		

2. POINT-RATED EVALUATION CRITERIA

	POINT-RATED EVALUATION CRITERIA	Minimum	Maximum
P1	Demonstrated understanding of scope and objectives	24	30
P2	Feasibility of the proposed work	24	30
P3	Key personnel capability	24	30
P4	Adequacy of level of effort, schedule, deliverables	8	10
	TOTAL	Insert minimum score	Insert maximum score

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**ANNEX E
INFORMATION FOR CODE OF CONDUCT CERTIFICATION**

[MUST BE COMPLETED BY OFFEROR/BIDDER WITH BID SUBMISSION]

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

3. For a Joint Venture - the names of all current members of the Joint venture;

4. For an individual - the full name of the person;
