



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS A :**

HQ Procurement & Contracting Services
Bid Receiving Unit
VISITOR'S CENTRE - Main Entrance
73 Leikin Drive, Mailstop #15
Ottawa, Ontario K1A 0R2 Canada
Attn: Shannon Plunkett

Services d'acquisitions et des marchés, DG
Module de réception des soumissions
CENTRE DES VISITEURS - Entrée Principale
73 promenade Leikin, arrêt postal n°15
Ottawa (Ontario) K1A 0R2 Canada
A/S : Shannon Plunkett

**REQUEST FOR
PROPOSAL**

**DEMANDE DE
PROPOSITION**

Proposal to: Royal Canadian Mounted Police

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 : Gendarmerie royale du 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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

Title – Sujet RCMP Patrol Vessel Transportation		Date September 30, 2016
Solicitation No. – N° de l'invitation 201605344/B		
Client Reference No. - No. De Référence du Client 201605344		
Solicitation Closes – L'invitation prend fin		
At / à :	2 :00 PM	EDT (Eastern Daylight Time) HAE (heure avancée de l'Est)
On / le :	November 3, 2016	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Anna Rozanski (anna.rozanski@rcmp-grc.gc.ca)		
Telephone No. – No. de téléphone 613-843-6972	Facsimile No. – No. de télécopieur 613-825-0082	
Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. 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	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION4

1.1 INTRODUCTION..... 4

1.2 SUMMARY..... 4

1.3 DEBRIEFINGS 5

1.4 PROCUREMENT OMBUDSMAN 5

PART 2 - BIDDER INSTRUCTIONS..... 5

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS 5

2.2 SUBMISSION OF BIDS..... 5

2.3 ENQUIRIES - BID SOLICITATION 5

2.4 APPLICABLE LAWS 6

2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD 6

2.7 OPTIONAL SITE VISIT – VESSEL 6

PART 3 - BID PREPARATION INSTRUCTIONS..... 7

3.1 BID PREPARATION INSTRUCTIONS 7

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION..... 8

4.1 EVALUATION PROCEDURES..... 8

4.2 BASIS OF SELECTION..... 8

PART 5 - CERTIFICATIONS..... 8

5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION 8

PART 6 - INSURANCE REQUIREMENTS..... 10

6.1 INSURANCE REQUIREMENTS 10

PART 7 - RESULTING CONTRACT CLAUSES..... 11

7.1 STATEMENT OF WORK..... 11

7.2 STANDARD CLAUSES AND CONDITIONS 11

7.3 SECURITY REQUIREMENTS..... 11

7.4 TERM OF CONTRACT 11

7.5 AUTHORITIES 11

7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS 12

7.7 PAYMENT 12

7.8 INVOICING INSTRUCTIONS..... 13

7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION 13

7.10 APPLICABLE LAWS 13

7.11 PRIORITY OF DOCUMENTS..... 14

7.12 PROCUREMENT OMBUDSMAN 14

7.13 FOREIGN NATIONALS (CANADIAN CONTRACTOR)..... 14

7.14 INSURANCE REQUIREMENTS 14

ANNEX A: STATEMENT OF WORK..... 15

1 OBJECTIVE 15

2 BACKGROUND..... 15

3 SCOPE OF WORK..... 15

4 TASKS AND DELIVERABLES..... 15

5 PROJECT MANAGEMENT CONTROL PROCEDURES 16

6 RCMP OBLIGATIONS..... 16



7 CONTRACTOR’S OBLIGATIONS 17

8 LANGUAGE OF WORK 17

9 SPECIAL REQUIREMENTS 17

10 REQUIRED RESOURCES OR TYPES OF ROLES TO BE PERFORMED 17

APPENDIX 1 TO ANNEX A: TECHNICAL DRAWINGS 18

ANNEX B: INSURANCE REQUIREMENTS 19

B1 ALL RISK IN TRANSIT INSURANCE 19

B2 MARINE LIABILITY INSURANCE..... 19

B3 RIGGER'S LIABILITY INSURANCE..... 20

ANNEX C: FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION 21

ANNEX D: TECHNICAL EVALUATION CRITERIA 22

D1 OVERVIEW..... 22

D2 MANDATORY EVALUATION CRITERIA..... 22



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 Insurance 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 Insurance Requirements, and any other annexes.

1.2 Summary

Canada requires the transport of a Royal Canadian Mounted Police (RCMP) Catamaran style patrol vessel from Halifax, Nova Scotia, on the Atlantic coast of Canada, arriving at the destination port, Victoria, British Columbia, on the Pacific coast of Canada.

This marine project is to be completed in accordance with current industry standards (International Marine Contractors Association <http://www.imca-int.com/about-IMCA.aspx>) and marine insurance company guidelines and in compliance with all applicable Canadian and international rules and regulations.

The *Coasting Trade Act* (<http://laws-lois.justice.gc.ca/eng/acts/C-33.3/>) applies to the transportation of goods. The transportation of the vessel is therefore restricted to a Canadian vessel, as defined in section 2 of the *Canada Shipping Act, 2001*, in respect of which all duties and taxes imposed under the *Customs Tariff and the Excise Tax Act* have been paid.

Canadian vessel is defined in the *Canada Shipping Act, 2001* as a vessel that is registered or listed under Part 2 (Registration, Listing and Recording) of the Act or that is exempted under the regulations from the registration requirement in subsection 46(1) of the Act.

The preferred method of transportation is for the vessel to be carried on a larger vessel however other modes of transport will be considered if they are more cost effective and do not involve higher risk.

The period of the Contract is one year from date of Contract to October 31, 2017 inclusive. The patrol vessel can be transported any time after contract award but is to arrive in Victoria no later than October 1, 2017.

For services requirements, Bidders must provide the required information as detailed in article 5.1.3.1 of Part 5 of the bid solicitation, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

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

The requirement is limited to Canadian services.



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

1.3 Debriefings

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

1.4 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

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.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to RCMP 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 RCMP will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven 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.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: corporate_accounting@rcmp-grc.gc.ca

2.6 Improvement of Requirement During Solicitation Period

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

2.7 Optional Site Visit – Vessel

It is recommended that the Bidder or a representative of the Bidder visit the work site (vessel). Arrangements have been made for the site visit to be held at the RCMP Fleet Diving Unit Atlantic (FDU (A)) in Shearwater, Nova Scotia, Canada on October 20, 2016. The site visit will be conducted between 9:00 AM and 3:00 PM Atlantic Daylight Time (ADT).

Personnel security screening is not required prior to gaining authorized access to the site, however Bidder's representative(s) must be authorized for the site visit and escorted during the site visit. Failure to comply with the security requirements will result in the representative(s) being denied access to the site.

Bidders must communicate with the Contracting Authority no later than October 11, 2016 at 2:00 PM EDT to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders who do not confirm attendance and who do not provide the name(s) of the person(s) who will attend as required will not be allowed access to the site. Bidders may be



requested to sign an attendance sheet. No alternative appointment will be given to bidders who do not attend or do not send a representative. Bidders who do not participate in the visit will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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 (four hard copies and one soft copy on CD)

Section II: Financial Bid (one hard copy)

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

Section II: Financial Bid

For the work described in Annex A: Statement of Work, the Bidder proposes the firm price of \$_____. (*Amount must be provided by the Bidder.*) Customs duties are included and Applicable Taxes are extra.



Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex D.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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. Unless specified otherwise, 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.



5.1.1 Integrity Provisions

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences (as applicable)
- Required Documentation

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 at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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.

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

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

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

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

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



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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

5.1.3.2 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that the service offered is a Canadian service as defined in paragraph 2 of *SACC Manual* clause A3050T (2014-11-27) Canadian Content Definition.

PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance Requirements

The Bidder must provide 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 B.



If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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.

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

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

7.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, 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 date of Contract to October 31, 2017 inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Anna Rozanski
Title: Procurement and Contracting Specialist
Royal Canadian Mounted Police, HQ Procurement and Contracting
Address: 73 Leikin Drive, Mailstop #15, Ottawa, Ontario K1A 0R2 Canada
Telephone: 613-843-6972
Facsimile: 613-825-0082
E-mail address: anna.rozanski@rcmp-grc.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.



7.5.2 Project Authority

The Project Authority for the Contract is:

(Name and contact information will be provided at contract award.)

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

7.5.3 Contractor's Representative

(The Bidder is requested to provide the following information.)

Administration and contract inquiries:

Name: _____
Telephone number(s): _____
E-mail address: _____

Project Coordinator:

Name: _____
Telephone number(s): _____
E-mail address: _____

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in the contract for a cost of \$ _____. *(Amount will be provided at contract award.)* Customs duties are included and Applicable Taxes are extra.

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.

7.7.2 Method of Payment – Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.



7.7.2.1 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Description or "Deliverable"	Percentage of Firm Price	Milestone Due Date or "Delivery Date"
1	Loading of RCMP Patrol Vessel as detailed in article 4.2 of Annex A: Statement of Work	25%	
2	Delivery of RCMP Patrol Vessel as detailed in article 4.6 of Annex A: Statement of Work	75%	

7.8 Invoicing Instructions

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

Each invoice must be supported by:

- i. a copy of the release document and any other documents as specified in the Contract; and/or
- ii. a copy of the progress report, as appropriate.

b) Invoices must be distributed as follows:

- i. The original and one (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment.
- ii. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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

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

7.9.3 SACC Manual Clauses

SACC Manual clause A3060C (2008-05-12) Canadian Content Certification

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. (Or the name of the province or territory as specified by the Bidder in its bid, if applicable.)



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 general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Insurance Requirements;
- (e) the Contractor's bid dated _____. (*Date will be provided at contract award.*)

7.12 Procurement Ombudsman

7.12.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

7.12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

7.13 Foreign Nationals (Canadian Contractor)

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

7.14 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex B. 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 within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



ANNEX A: STATEMENT OF WORK

1 Objective

Canada requires the transport of an RCMP Catamaran style patrol vessel 20 metres long by 7 metres wide and 72 tonne displacement, herein referred to as "Patrol Vessel". Technical drawings of the Patrol Vessel are provided at Appendix 1 to Annex A.

This one-way transport voyage, carrying the Patrol Vessel from Halifax, Nova Scotia, on the Atlantic coast of Canada, arriving at the destination port, Victoria, British Columbia, on the Pacific coast of Canada. The vessel can be transported any time after contract award but is to arrive in Victoria no later than October 1, 2017. The timeframe is open to allow flexibility and to help reduce costs. The destination port is Victoria, British Columbia, but depending on the type of vessel used as a carrier, RCMP realizes that unloading of the Patrol Vessel might not be possible at that port. Title to the Patrol Vessel to be transported shall vest in Canada and shall remain so vested at all times.

2 Background

The Patrol Vessel is being transferred to the West Coast to replace a similar vessel that has been taken out of service.

3 Scope of Work

This marine project is to be completed in accordance with current industry standards (International Marine Contractors Association <http://www.imca-int.com/about-IMCA.aspx>) and marine insurance company guidelines and in compliance with all applicable Canadian and international rules and regulations.

The *Coasting Trade Act* (<http://laws-lois.justice.gc.ca/eng/acts/C-33.3/>) applies to the transportation of goods. The transportation of the vessel is therefore restricted to a Canadian vessel, as defined in section 2 of the *Canada Shipping Act, 2001*, in respect of which all duties and taxes imposed under the *Customs Tariff and the Excise Tax Act* have been paid.

Canadian vessel is defined in the *Canada Shipping Act, 2001* as a vessel that is registered or listed under Part 2 (Registration, Listing and Recording) of the Act or that is exempted under the regulations from the registration requirement in subsection 46(1) of the Act.

The Patrol Vessel must be delivered to the RCMP on the Pacific coast at the Canadian port of Victoria, British Columbia in the same undamaged condition that it was presented to the Contractor for loading.

4 Tasks and Deliverables

The Contractor must perform the following tasks:

Number	Task
4.1	<p>Pick up</p> <p>The Contractor will take over temporary care and custody of the Patrol Vessel at the RCMP Fleet Diving Unit Atlantic (FDU (A)) at Shearwater, Nova Scotia, for the purpose of transport to the loading location. The Patrol Vessel may be towed by the Contractor to the embarkation location.</p> <p>Photos/videos will be taken and an itemized list of equipment onboard will be created to validate the condition of the Patrol Vessel, before turning over custody to the Contractor. The photos/videos will be sent to RCMP employees on Canada's Pacific coast to be viewed and used when comparing the delivered condition of the Patrol Vessel. The photos/videos and itemized list of equipment will be verified/confirmed by RCMP and the Contractor.</p>



Number	Task
4.2	<p>Load</p> <p>The Contractor will safely load the Patrol Vessel onto their vessel in the harbour at Halifax, so that the Patrol Vessel is clear of the water, and so that the Patrol Vessel is fully supported and safely stowed for any weather and sea conditions likely to be encountered on the ocean voyage between Halifax and the Pacific coast. Towing and sailing of the Patrol Vessel by the Contractor at any point during the voyage is not permitted.</p>
4.3	<p>Passage</p> <p>Crew-members of the Contractor will navigate their vessel, carrying the Patrol Vessel, from Halifax, Nova Scotia, on Canada's Atlantic coast to the local area of Victoria, British Columbia, on Canada's Pacific coast, complying with all applicable regional and international regulations, rules and guidelines.</p>
4.4	<p>Unload</p> <p>The Contractor will unload the Patrol Vessel at a port agreed upon by both parties, while fulfilling all obligations and requirements relevant to unloading in that country. RCMP will assume responsibility for the Patrol Vessel once it is unloaded at the agreed port in the Pacific coast.</p>
4.5	<p>Updates / Reporting Requirements</p> <p>After loading the Patrol Vessel in Eastern Canada, the Contractor must report on the progress of the transport voyage to the Project Authority every two calendar days, by e-mail, voice-mail or voice messages over satellite communications on the Contractor's vessel. The message will contain at least the present position, any conditions – including weather - which may influence the Estimated Time of Arrival (ETA) and an updated ETA at Contractor's destination.</p>
4.6	<p>Delivery</p> <p>The Contractor will contact RCMP West Coast Marine at the time of unloading to advise that a RCMP crew is needed to take custody of the Patrol Vessel. The Patrol Vessel must be delivered to the RCMP in the same condition as it was accepted by the Contractor, when loaded at Halifax. The condition of the unloaded Patrol Vessel will be compared to photos/video which was taken before loading and the value of any damage to the Patrol Vessel sustained during transport will be assessed by both parties and deducted from the final payment to the Contractor.</p>
4.7	<p>Meetings</p> <p>The Contractor's representative(s) must be available for ad hoc telephone conferences, or meetings as required by the Project Authority.</p>
4.8	<p>Travel Requirements</p> <p>The Contractor is responsible for the travel, accommodations and incidentals of the crew of the Contractor's vessel, the Contractor and/or Contractor representatives travelling to fulfill the requirements of the Contract. (i.e. Contractor and/or Contractor representatives travelling to attend meetings with the Project Authority)</p>

5 Project Management Control Procedures

The Contractor's personnel identified as the Project Coordinator will ensure that all the necessary steps are taken, in full compliance with applicable policies, regulations, guidelines, etc. The Project Coordinator will monitor the progress and performance of the Contractor, with the assistance of the RCMP Project Authority.

6 RCMP Obligations

RCMP will supply all relevant information to the Contractor in order for the Contractor to perform the Work.



7 Contractor's Obligations

The Contractor must take all reasonable and proper care of the equipment and prevent damage to the Patrol Vessel. The risk during the voyage can be managed by carrying out transit preparations and ensuring that the route taken is not dangerous. The loading, stowing and securing of the cargo must be done by skilled and experienced persons with the right equipment and resources and the correct vessel must be used as a carrier. Extra care must be taken because some of the equipment to be transported is sensitive to shock damage. Surveyors could also be employed to take care of the cargo, by taking photographs and writing reports where necessary. The Contractor and Contractor personnel must be fully accredited and fully insured for the work to be performed and they must have all applicable licenses and certificates up-to-date.

This Contractor will be responsible for the arranging and payment of insurance for the Patrol Vessel throughout the voyage, paying for any licenses required and paying any tariffs which might be incurred in making this voyage between oceans.

All personnel, fuel and provisioning costs for this one-way voyage, as well as all fees attributable to this type of service, such as carriage license fees and harbour/canal or pilotage fees and insurance costs, will be assumed by the Contractor.

8 Language of Work

The language of work will be same as the language of international marine radio, the English language.

9 Special Requirements

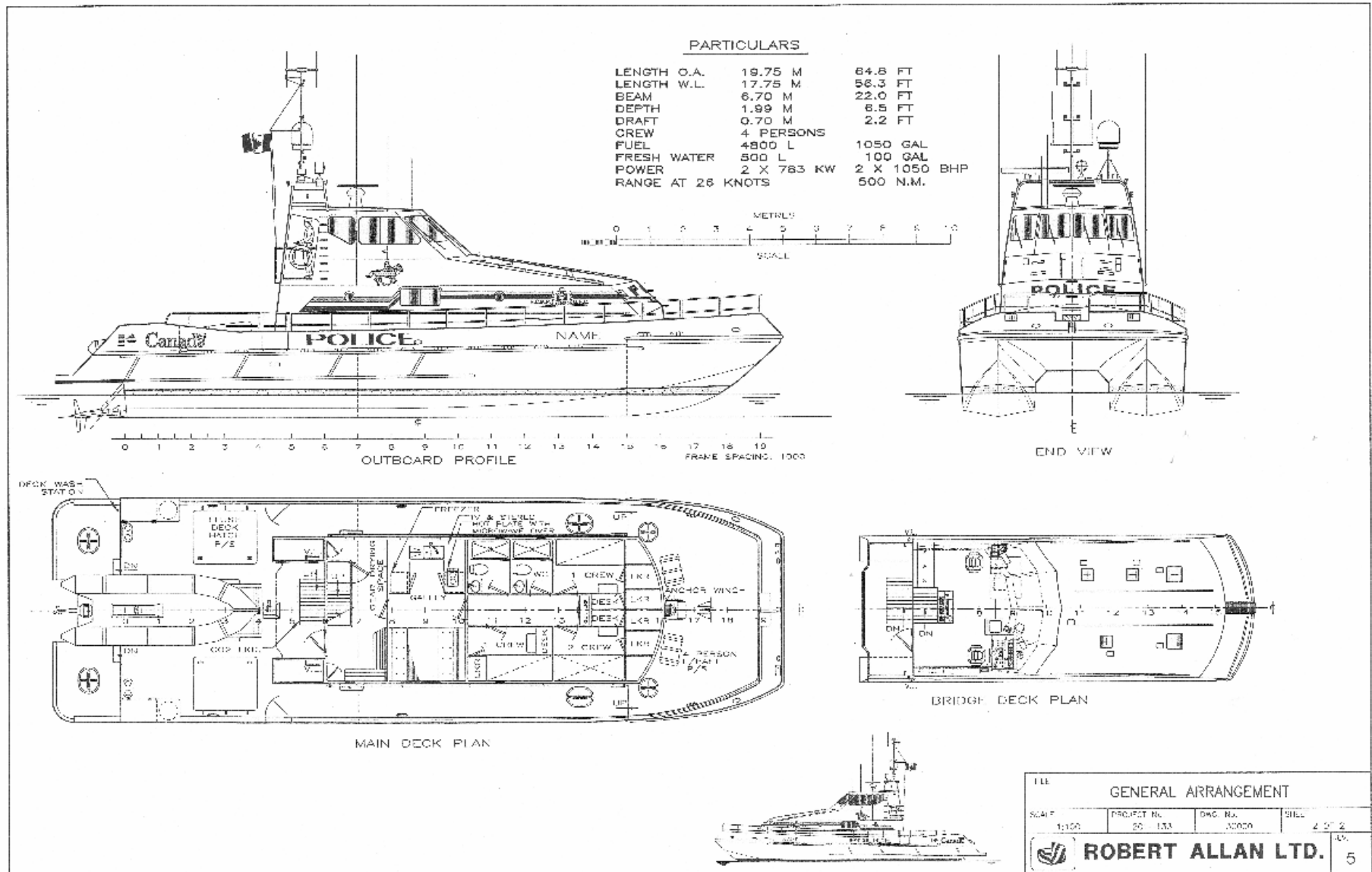
The Contractor will be expected to already hold all licenses, permits, import/export certification and any and all insurance applicable to marine transport, which may be required to ship vessel from the Canada's Atlantic coast to the Canada's Pacific coast.

10 Required Resources or Types of Roles to be performed

The Contractor will be required to provide a Certificated crew operating a Certified and insured vessel in an experienced and insured fashion, complying with all industry standards such as the International Marine Contractors Association (IMCA) and marine-insurance directives. Furthermore, the vessel and crew will also be required to pass all Canada Border Services Agency (CBSA) clearances to be able to operate in Canadian waters.



APPENDIX 1 TO ANNEX A: TECHNICAL DRAWINGS





ANNEX B: INSURANCE REQUIREMENTS

B1 All Risk In Transit Insurance

1. The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$10,000,000.00 per shipment. Government Property must be insured on Replacement Cost (new) basis.
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
3. The All Risk Property in Transit insurance must include the following:
 - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
 - b. Loss Payee: Canada as its interest appears or as it may direct.
 - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by RCMP and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

B2 Marine Liability Insurance

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada 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 RCMP and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. 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.

- e. 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.

B3 Rigger's Liability Insurance

1. The Contractor must obtain Rigger's Liability Insurance, in an amount usual for a contract of this nature, but for not less than \$10,000,000.00 per accident or occurrence and in the annual aggregate. The Contractor's Riggers Liability Insurance must provide coverage for loss or damage to all Government Property under its care, custody or control, and must be maintained in force throughout the duration of the Contract. The Government Property must be insured on Replacement Cost (new) basis.

The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

2. The Rigger's Liability Insurance policy must include the following:
 - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - b. Loss Payee: Canada as its interest may appear or as it may direct, for loss or damage to Government property in the Contractor's care, custody or control.
 - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by RCMP and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.



ANNEX C: FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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



ANNEX D: TECHNICAL EVALUATION CRITERIA

D1 Overview

- a. The statements and requirements in this article apply to the Mandatory and Point Rated Evaluation Criteria, as applicable.
- b. To demonstrate the experience of the Bidder or its personnel (i.e. resources), the Bidder must provide complete project details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. The Bidder is recommended to calculate the number of months and insert the total number of months in brackets; example: January 2006 to March 2006 (3 months). The Bidder is advised that only listing position or assignment titles without providing any supporting data to describe responsibilities, duties, and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during the technical evaluation.
- c. The Bidder is advised that the month(s) of valid experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- d. The Bidder is advised that, if the experience description only contains years, and does not specify any months within the year, then a maximum of only one month of experience will be allowed by the evaluation team if the experience starts and ends in the same year; and if the experience starts and ends in different years, only one month for the beginning year and one month for the end year of the range specified. For example, if the experience description states that a particular position or assignment was undertaken during:
 - i. "2004", then only one month will be allowed for 2004, provided that the experience is applicable;
 - ii. "2004-2005", then only one month will be allowed for 2004, and one month for 2005, for a total of two months, provided that the experience is applicable;
 - iii. "2003-2005", then only one month will be allowed for 2003, and one month for 2005, and 12 for 2004, for a total of 14 months, provided that the experience is applicable. In cases where the number of years is longer, the first and last year will still be counted as one month each, provided that the experience is applicable.
- e. Phrases such as "within the past sixty (60) months" used in this solicitation mean "within the sixty (60) preceding the closing date of the RFP". In the event that the RFP closing date is changed after the initial publication of the RFP, the Bidder may choose to interpret the phrase as being measured from either the initial closing date or the final closing date, unless otherwise directed in an RFP amendment.

D2 Mandatory Evaluation Criteria

D2.1 Instructions

- a. The Bidder must provide a response to the mandatory requirements and should use the table format titled "Mandatory Criteria Table" below. Note: Simply repeating the statement contained in the bid solicitation is not sufficient. The Bidder must respond to the corresponding mandatory requirements by providing a description explaining, demonstrating, substantiating and justifying their qualifications or approach to meet the requirement. The Bidder is requested to utilize the unique number and associated title of each mandatory requirement in their responses. Bidders are requested to provide a response to the mandatory requirement or indicate where their mandatory requirement is met by entering the location (e.g section/volume number, page number, etc.) in the "Response or Cross Reference to Bid" column.
- b. Where the Bidder must submit client project references in their responses to the mandatory requirements, Canada may contact the client references to validate the Bidder's responses. The information obtained through client reference validation will be used to assist in determining the compliancy of the referenced project to the mandatory requirement. The client reference checks will result in either confirmation that project reference information is accurate or in Canada determining that the project reference does not meet the mandatory requirements.



D2.2 Mandatory Criteria Table

Item	Mandatory Criterion	Response or Cross Reference to Bid
Bidder's Experience (Company/Firm)		
M1	<p>The Bidder must provide a corporate profile demonstrating a minimum of five years' experience providing services similar in scope to the Statement of Work at Annex A.</p> <p>The Bidder must provide:</p> <ul style="list-style-type: none"> a. the name of the client; b. the period during which the service was provided; c. a detailed outline of the services provided to demonstrate the similarity in scope; and d. contact names, positions/titles and contact information (telephone numbers, email addresses, etc.) for verification purposes. 	
M2	<p>The Bidder must demonstrate having completed a minimum of two (2) transport projects or project-cargo moves within the past five years, including at least one sea-voyage transport.</p> <p>The Bidder must provide:</p> <ul style="list-style-type: none"> a. the name of the client organization; b. the period during which the service was provided; c. a detailed outline of the services provided; and d. contact names, positions/titles and contact information (telephone numbers, email addresses, etc.) for verification purposes. 	
Bidder's Proposal		
M3	<p>The Bidder must provide a project plan, by documentation or by video presentation, detailing how the Bidder proposes to perform the work described in the Statement of Work at Annex A.</p>	
M4	<p>The Bidder must demonstrate that the proposed carrier vessel complies with all of the rules of at least one of the major Classification Societies recognized by Transport Canada; Nippon Kaiji Kyokai, The American Bureau of Shipping, Lloyd's Register, Germanischer Lloyd or Det Norske Veritas.</p> <p>A copy of the permits, certifications and licenses must be included in the Bidder's proposal.</p>	
M5	<p>The preferred method of transportation is for the Patrol Vessel to be carried on a larger vessel however other modes of transport would be considered if they are more cost effective and do not involve higher risk.</p> <p>If the Bidder proposes a method of transport other than</p>	



	the preferred, the Bidder must demonstrate that the proposed method does not involve higher risk.	
Bidder's Personnel – Project Coordinator		
M6	The Bidder must propose one resource who will be assigned as Project Coordinator and provide a curriculum vitae of the proposed resource demonstrating that this resource has completed a minimum of one sea-voyage transport project within the past five years.	