



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

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<b>Title - Sujet</b> LNG-fueled vessel procedure dev	
<b>Solicitation No. - N° de l'invitation</b> EZ108-171509/A	<b>Date</b> 2016-10-19
<b>Client Reference No. - N° de référence du client</b> EZ108-171509	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-251-7076	
<b>File No. - N° de dossier</b> VIC-6-39107 (251)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-11-03</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fletcher, Erin	<b>Buyer Id - Id de l'acheteur</b> vic251
<b>Telephone No. - N° de téléphone</b> (250) 415-6020 ( )	<b>FAX No. - N° de FAX</b> (250) 363-0395
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with the requirement.

### **1.2 Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **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 Canadian Content**

The requirement is subject to a preference for Canadian goods and/or services.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **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**

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.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than **FIVE (05)** 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 British Columbia.

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.

## **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 (One (1) hard copy)

Section II: Financial Bid (One (1) hard copy)

Section III: Certifications (One (1) hard 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>). 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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

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

##### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

##### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

#### **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.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

See Annex A2

#### **4.1.2 Financial Evaluation**

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

#### **4.2 Basis of Selection**

##### **4.2.1 Basis of Selection – 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 AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional 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 Required with the Bid**

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

##### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

#### **5.2 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 provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

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.

### 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" list available at the bottom of the page of the *Employment and Social Development Canada (ESDC) - Labour's* website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the services offered are Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the services offered being treated as non-Canadian services.

The Bidder certifies that:

(     ) the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the *Supply Manual*.

**5.2.3.1.1**        *SACC Manual* clause A3050T (2014-11-27) Canadian Content Definition

#### 5.2.3.2 Status and Availability of Resources

*SACC Manual* Clause A3005T (2010-08-16), Status and Availability of Resources

#### 5.2.3.3 Education and Experience

*SACC Manual* clause A3010T (2010-08-16), Education and Experience



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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

[2010B](#) (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### K3200T (2016-01-28), Basis for Canada's Ownership of Intellectual Property

Public Works and Government Services 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](#):

- the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

#### 6.3.2 Supplemental General Conditions

SACC Manual Clause 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to December 31, 2016 inclusive.

#### 6.4.2 Delivery Date

All the deliverables must be received on or before ten (10) weeks from date of Contract award.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Solicitation No. - N° de l'invitation  
EZ108-171509/A  
Client Ref. No. - N° de réf. du client  
EZ108-161509

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VIC-6-39107

Buyer ID - Id de l'acheteur  
VIC 251  
CCC No./N° CCC - FMS No./N° VME

Erin Fletcher  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch, Pacific  
1230 Government Street, Suite 401  
Victoria, British Columbia, Canada V8W 3X4  
Telephone: 250-415-6020  
Facsimile: 250-363-0395  
E-mail address: [erin.fletcher@pwgsc-tpsgc.gc.ca](mailto:erin.fletcher@pwgsc-tpsgc.gc.ca)

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

In the event you are unable to contact the above noted Authority, please contact: [PAC.VICCA@pwgsc-tpsgc.gc.ca](mailto:PAC.VICCA@pwgsc-tpsgc.gc.ca)

#### 6.5.2 Project Authority

The Project Authority for the Contract is: *(to be inserted at Contract award)*

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.

#### 6.5.3 Contractor's Representative

***The Bidder is required to complete the following:***

Contact for:	Name	Telephone	E-mail address
Contracting issues			
Technical issues			
Invoicing issues			

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## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 6.7 Payment

### 6.7.1 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 for a cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

### 6.7.2 Limitation of Price

SACC Manual Clause [C6000C](#) (2011-05-16), Limitation of Price

### 6.7.3 Single Payment

SACC Manual Clause H1000C (2008-05-12), Single Payment

### 6.7.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 – Direct Request by Customer Department  
C2000C (2007-11-30), Taxes – Foreign-based Contractor  
A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)  
A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

### 6.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

**(as indicated by the Bidder in their bid)**

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 6.8 Invoicing Instructions

1. 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.
2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.9 Certifications and Additional Information**

### **6.9.1 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.

### **6.10 Applicable Laws**

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

### **6.11 Priority of Documents**

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

- a) the Articles of Agreement;
- b) the supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- c) the general conditions 2010B (2016-04-04), General Conditions – Professional Services (Medium Complexity);
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Electronic Payment Instruments;
- g) the Contractor's bid dated \_\_\_\_\_.

### **6.12 Insurance Requirement**

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

### Esquimalt Graving Dock (EGD) – LNGf Vessel Operational Procedure Development

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## 1.0 Scope

### 1.1 Objective:

- 1.1.1 Identification of potential hazards, causes and consequences associated with LNG or dual-fuelled vessel operations, including but not limited to:
  - 1.1.1.1 Docking and undocking (both in the dock and alongside) with LNG on-board vessels;
  - 1.1.1.2 LNG bunkering via LNG tanker truck; and
  - 1.1.1.3 Commissioning or trials on vessels with LNG systems.
- 1.1.2 Identification and assessment of the adequacy of the existing facility procedures and guidelines, to prevent the hazards or control the associated risks, and assess the potential for escalation.
- 1.1.3 Identification of additional safeguards/recommendations that will eliminate, reduce or mitigate potential risks. These will be used to develop procedures/policies and/or controls to adequately and safely manage these risks.

### 1.2 Background:

- 1.2.1 The Esquimalt Graving Dock (EGD) is the largest deep-sea shipbuilding and repair facility on Canada's Pacific Coast and is the largest solid foundation graving dock on the West Coast of the Americas. Located on the southern end of Vancouver Island in Greater Victoria, British Columbia, the EGD has direct vessel access from the Strait of Juan de Fuca, the main shipping channel for Southern British Columbia and the Puget Sound in the United States.
- 1.2.2 The EGD is owned by Canada and has been operated by Public Works and Government Services Canada since 1927 as an "open access" multi-user facility. This means it provides common services (on a fee-for-service basis) and multi-user access to the dry dock infrastructure for any qualified private-sector ship repair company. The "open access" business model supports the small and medium-sized firms that would find it too costly to set up their own infrastructure. Other similar shipyards are "closed" which means use is restricted to the shipyard's owner/operator.
- 1.2.3 To date, there have been no LNGf or dual-fuelled vessels repaired or accommodated at the EGD and as such, there are no procedures, guidelines or policies in place to deal with the increased hazards and risk that these vessels present to the facility.
- 1.2.4 By November 2016, a new class of BC Ferry (Salish Class) will arrive on the West Coast from Europe. These ferries will be dual-fuelled and could require servicing/docking at the EGD as early as late November 2016.

### 1.3 Terminology:

- 1.3.1 LNG – Liquid natural gas
- 1.3.2 LNGf – Liquid natural gas fuelled
- 1.3.3 EGD – Esquimalt Graving Dock
- 1.3.4 IACS – International Association of Classification Societies
- 1.3.5 SGMF – Society for Gas as a Marine Fuel

- 1.3.6 SIGTTO - Society of International Gas Carrier and Terminal Operators
- 1.3.7 IMO – International Maritime Organization

## 2.0 Reference Documents:

- 2.1 [Esquimalt Graving Dock Regulations](http://laws-lois.justice.gc.ca/eng/regulations/sor-89-332/page-1.html) (<http://laws-lois.justice.gc.ca/eng/regulations/sor-89-332/page-1.html>); and
- 2.2 EGD Environmental Best Management Practices (available upon contract award).

## 3.0 Requirements:

### 3.1 Scope of Work:

The scope of work encompasses the following:

- 3.1.1 Perform a preliminary study, including the review of existing documents and data related to the terminal/ port characteristics, port approach, LNG and dual-fuelled vessel characteristics, marine traffic, bunkering operations and other relevant operations. Prepare pre-workshop materials and distribute as detailed in section 3.2.
- 3.1.2 Conduct a hazard-identification workshop to identify the hazards and causes, assess the existing safeguards and recommend additional safeguards.
- 3.1.3 Issue a hazard identification report detailing the findings, recommendations, and risk reduction measures and procedures and action items.

### 3.2 Tasks:

#### 3.2.1 Task 1 – Kick-Off Meeting

A kick-off meeting to be held via teleconference with the Contractor's project team and EGD to review the project objectives, scope, methodology and timeline. The composition of the workshop team of participants will also be discussed and finalized.

#### 3.2.2 Task 2 – Preliminary Study-Workshop Material (Terms of Reference)

This task involves the review of relevant information, and reference material that would assist the project team to develop potential hazard events/scenarios, estimate frequencies of occurrence of these events/scenarios and other related activities.

#### 3.2.3 Task 3 – Workshop materials (Terms of Reference)

The Contractor's Project team must then prepare and distribute to the EGD the pre-workshop information package, which will be provided as a Terms of Reference (ToR) document and consist of:

- 3.2.3.1 Workshop execution plan, including the objectives and scope of the study;
- 3.2.3.2 Descriptions of the methodology;
- 3.2.3.3 Overview of the arrangement of port and operations, LNG fuelled vessel operations, marine traffic, environmental factors and existing relevant procedures, policies and controls if any;
- 3.2.3.4 Schedule and expected deliverables; and

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3.2.3.5 Study participants, their qualifications, experience, and roles.

3.2.4 Task 4 – Hazard Identification Workshop

3.2.4.1 A hazard identification workshop is to be undertaken to brainstorm the hazards, assess the associated risks and rank these risks in order of criticality, and to provide recommendations to mitigate or prevent the risks. The workshop will focus mainly on LNG on-board vessels during port approach (arrival) and docking / undocking operations (both in the graving dock itself and alongside the repair wharves) and departing, LNG bunkering, and conducting commissioning or trials on vessels with LNG systems at the EGD facility. The workshop will be held in Esquimalt, BC, and will take place over a period of two (2) days.

3.2.4.2 The workshop participants will consist of the stakeholders identified during the kick-off meeting. The Contractor must provide a facilitator, and one subject matter expert (SME) in LNG operations and risk, navigation risk and ship safety as well as a technical scribe who will record the proceedings and assist in the conduct of the workshop. The EGD will provide dock staff knowledgeable in EGD dock operations, policies and guidelines. EGD will also invite ship repair contractors who use the EGD, LNG fleet operators, LNG suppliers, the facility's emergency responders, and other project stakeholders and affected parties to the workshop.

3.2.4.3 A structured process must be undertaken during the workshop to ensure the objectives of the study are met. A major consideration in the risk assessment is to identify safeguards and controls that will reduce the risks to as low as reasonably practicable levels. The safeguards and controls developed will be used by EGD and stakeholders to enhance and/or modify their procedures/ processes for safe LNG and dual-fuelled vessel operations at the EGD.

3.2.4.4 Likelihood and consequences must be assigned to a risk matrix which will be developed during the workshop.

3.3 Deliverable:

The workshop results must be presented in a written report which includes the following:

- 3.3.1 Title page
- 3.3.2 Executive Summary
- 3.3.3 Table of contents
- 3.3.4 System details
- 3.3.5 Hazard identification methodology
- 3.3.6 Photographs (if any)
- 3.3.7 Results;
- 3.3.8 Recommendations; and
- 3.3.9 References



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3.4 Constraints:

- 3.4.1 Contractor is to make use of the latest Guides, Standards, and Publications etc. from recognized marine sources including but not limited to IACS, SGMF, SIGTTO, IMO, etc.
- 3.4.2 All Contractor's personnel that will be accessing the EGD site must be Security Cleared to Reliability status or they will be escorted while on site.
- 3.4.3 The EGD is an industrial facility and the appropriate personal protective equipment (hard hat, safety shoes, safety glasses, etc.) must be worn at all times.
- 3.4.4 Each member of the Contractor's team must sign a copy of the Non-disclosure agreement, attached at Annex "A1" to the Contract, and deliver it to the Contracting Authority.

3.5 Support Provided by Canada:

The EGD will provide a boardroom for the workshop task and parking for Contractor vehicles.

3.6 Timeframe and Delivery Dates:

- 3.6.1 The kick-off meeting should be held within three working days of Contract award. Date to be mutually agreed between Project Authority and Contractor.
- 3.6.2 The preliminary study and the preparation of workshop materials should be complete within two weeks after contract award.
- 3.6.3 The workshop should take place within three weeks after contract award.
- 3.6.4 A draft report is to be supplied to the Project Authority in MS Word format within two weeks of completion of the workshop exercise. The Project Authority will review and provide comments to the Contractor within one week of receipt of the draft report. After review by the Project Authority, any comments are to be incorporated and a final report delivered to the Project Authority in electronic format (.pdf and MSWord) within one week of receipt of the comments. All signature pages with signatures and professional stamps that are present in the report must be scanned and included in the electronic .pdf copy.
- 3.6.5 The Project must be completed and the report accepted on or before ten weeks after Contract award.

3.7 Contractor Qualifications:

- 3.7.1 The Contractor must have significant recent experience in safety and risk assessments within the marine sector with a focus on LNG. Proof of this would be experience on 5 or more LNG Projects related to Industrial Marine within the last 3 years.
- 3.7.2 The Contractor must be prepared to provide an experienced Project Manager (employed in a Project Management position for a minimum of 3 years) who will be responsible for the following tasks:
  - 3.7.2.1 Communications with the client;
  - 3.7.2.2 Communications with team members and stakeholders;
  - 3.7.2.3 Progress review meetings; and
  - 3.7.2.4 Preparations for and attendance of meetings (kick-off and final).

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- 3.7.3 The Contractor provided workshop facilitator must have a post-graduate degree in Engineering and have experience (as stated in 3.7.1) in the areas of LNG engineering/research and risk assessment/risk management.
  - 3.7.4 The LNG SME must be a Certificated Marine Professional (Master Mariner or Chief Engineer) with significant (a minimum of 8 years) LNG experience in the operation, construction and/or repair of LNG-fueled vessels.
  - 3.7.5 The technical scribe must, as a minimum, be a qualified engineering technologist and have related experience (participated in at least 3 projects) related to LNG and risk assessments.

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## ANNEX A1 – NON-DISCLOSURE AGREEMENT

### NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_ I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case maybe.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No:

\_\_\_\_\_

---

Name

Signature

Date

## ANNEX A2 – MANDATORY TECHNICAL EVALUATION CRITERIA

**A Bid must comply with the requirements of the Solicitation and meet all mandatory technical evaluation criteria listed below to be declared responsive and given further consideration in the evaluation process.**

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.

Item	Mandatory Technical Evaluation Criteria	Complies	Does not comply	Bid Reference Pg. #
	<p><b>Bidders must submit the following technical information <u>with their bid</u>.</b></p> <p><b>Failure to provide this information with the bid will render the bid non-responsive.</b></p>			
M1	<p><u>Corporate Experience</u></p> <p>The Contractor must have significant recent experience in safety and risk assessments within the marine sector with a focus on LNG.</p> <p><b>Bidders must provide details of five (5) LNG projects related to Industrial Marine completed within the last three (3) years.</b></p> <p><b><u>Each</u> Project Reference <u>must</u> include the following details:</b></p> <ul style="list-style-type: none"> <li>• Description of services provided</li> <li>• Start and End Date</li> <li>• Client/Company name and contact information whom Canada may contact directly to verify the information provided, if required.</li> </ul>			
M2	<p>The Contractor must provide an experienced Project Manager (minimum of 3 years employment in a Project Management capacity).</p> <p><b>Bidders must provide a description of the Project Manager's experience including dates (months and years).</b></p>			

Item	Mandatory Technical Evaluation Criteria	Complies	Does not comply	Bid Reference Pg. #
M3	<p>The Contractor must provide a Workshop Facilitator with a post-graduate degree in Engineering and experience on five (5) LNG projects related to Industrial Marine completed within the last three (3) years.</p> <p><b>Bidders must provide:</b></p> <ul style="list-style-type: none"> <li>• <b>Proof of the Workshop Facilitator's education</b></li> <li>• <b>Project References as per M1</b></li> </ul>			
M4	<p>The LNG Subject Matter Expert (SME) must be a Certified Marine Professional (Master Mariner or Chief Engineer) with significant (a minimum of 8 years) LNG experience in the operation, construction and/or repair of LNG-fueled vessels.</p> <p><b>Bidders must provide:</b></p> <ul style="list-style-type: none"> <li>• <b>Proof of certification</b></li> <li>• <b>Description of experience including dates (months and years)</b></li> </ul>			
M5	<p>The Technical Scribe must be a qualified engineering technologist and have related experience (participated in at least 3 projects) related to LNG risk assessments.</p> <p><b>Bidders must provide:</b></p> <ul style="list-style-type: none"> <li>• <b>Proof of certification</b></li> <li>• <b>Description of experience including a list of 3 projects the Scribe has participated in</b></li> </ul>			

## ANNEX B – BASIS OF PAYMENT / EVALUATION

**EVALUATION OF PRICE:** The price of bids will be evaluated in Canadian dollars, the Goods and Services Tax (GST) excluded.

**NOTE:** Pricing shall be inclusive of all direct and indirect expenses incurred in performing the Requirement including but not limited to all labour, fringe benefits, overhead, supervision, travel time, travel and living expenses, transportation costs, reports, general and administrative costs, profit required to do the work, all related duties and other costs paid by the Contractor such as additional surcharges, and transportation fees. **No other charges will be accepted.**

GST is to be added as a separate line item on the invoice.

ITEM	DESCRIPTION	FIRM ALL INCLUSIVE PRICE (CAD \$)
3.1.1	Perform a preliminary study, including the review of existing documents and data related to the terminal/ port characteristics, port approach, LNG and dual-fuelled vessel characteristics, marine traffic, bunkering operations and other relevant operations. Prepare pre-workshop materials and distribute as detailed in section 3.2 of Annex A.	\$ _____
3.1.2	Conduct a hazard-identification workshop to identify the hazards and causes, assess the existing safeguards and recommend additional safeguards.	\$ _____
3.1.3	Issue a hazard identification report detailing the findings, recommendations, and risk reduction measures and procedures and action items.	\$ _____
<b>TOTAL EVALUATED PRICE</b>		\$ _____
<b>GST (5%)</b>		\$ _____
<b>TOTAL</b>		\$ _____

Solicitation No. - N° de l'invitation  
EZ108-171509/A  
Client Ref. No. - N° de réf. du client  
EZ108-161509

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VIC-6-39107

Buyer ID - Id de l'acheteur  
VIC 251  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX C to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)