



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

Transport Canada
TC MAIL ROOM, (Food Court Level)
Tower "C", Place de Ville
330 Sparks Street
Ottawa, Ontario K1A 0N5
Attention: Sylvain Desbois
Bid receiving Unit : 613-998-5105

Transports Canada
TC MAIL ROOM, (Niveau Food Court)
Tour C", Place de Ville
330 Sparks Street
Ottawa, Ontario K1A 0N5
Attention: Sylvain Desbois
Service de réception des soumissions : 613-998-5105

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Comments – Commentaires

Proposal To: Transport 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 thereof.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Proposition á : Transports 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-annexées, au(x) prix indiqué(s).

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. tous les renseignements figurant dans la soumission sont complets, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

Title – Sujet	
IMO TIER III Emission Limits - Engine Case Studies for Small Vessels	
Solicitation No. – N° de l'invitation	Date
T8080-170066	July 21, 2017
Client Reference No. – N° référence du client	
T8080-170066	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 02 :00 PM – 14h00	Eastern Standard Time (EST) Heure Normale de l'Est (HNE)
on – le August 7, 2017	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>
Address inquiries to – Adresser toute demande de renseignements à :	
Sylvain Desbois, Contracting Specialist	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. / e-mail N° de télécopieur / courriel
	sylvain.desbois@tc.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
National Capital Region	

Instructions: See Herein

Instructions : Voir aux présentes

Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable with this Request for Proposal.

1.2 Statement of Work

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

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 or by telephone.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2017-04-27) 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 Transport Canada (TC) 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 will not be accepted.

2.3 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 10 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions

2.4 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is

not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Basis for Canada's Ownership of Intellectual Property

Transport Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

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

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 (4 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (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) (<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.

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.

No prices must be indicated in the technical proposal.

Education: Where the education of a proposed individual will be evaluated, Canada will only consider academic credentials obtained from a recognized* Canadian university, college or high school, or the equivalent for credentials obtained outside Canada, as established by a recognized* Canadian academic credentials assessment service. (*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <http://www.cicic.ca/2/home.canada>.)

Attachment 1 to Part 4: Technical Evaluation Criteria, contains additional instructions that bidders should consider when preparing their technical bid

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.

- i. Bidders must submit their financial bid in accordance with Attachment 2 to Part 4 : Financial Evaluation – Pricing Schedule. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, as applicable.
- ii. Bidders must submit their price, FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded.

- iii. When preparing their financial bid, bidders should review the basis of payment in Annex B – Basis of Payment and clause 1.2, Financial Evaluation, of Part 4).
- iv. All prices included in the pricing schedule detailed in Attachment 2 to Part 4 : Financial Evaluation – Pricing Schedule exclude allowable authorized travel and living expenses.
- v. Bidders should include the following information in their financial bid:
 - 1) Their legal name;
 - 2) Their Procurement Business Number (PBN); and
 - 3) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a) their bid; and
 - b) any contract that may result from their bid.

Section III: Certifications

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

Bidders must also submit Page 1 of this Request for Proposal, duly completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria (Step 1)

Refer to Attachment 1 to Part 4 – Technical Evaluation Criteria

Only compliant proposals meeting all of the requirements detailed in Step 1 will be considered at this point.

1.1.2 Point Rated Technical Criteria (Step 2)

Refer to Attachment 1 to Part 4 – Technical Evaluation Criteria

Point-rated technical criteria not addressed will be given a score of zero.

1.2 Financial Evaluation (Step 3)

Refer to Attachment 2 to Part 4 – Financial Evaluation – Pricing Schedule

Only compliant proposals meeting all of the requirements detailed in Steps 1, 2 will be considered at this point. Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 2 to Part 4 – Financial Evaluation - Pricing Schedule.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included. Please refer to Attachment 2 to Part 4 – Financial Evaluation – Pricing Schedule

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation.

Failure or refusal to provide a rate for any proposed candidate in Attachment 2 to Part 4 – Financial Evaluation - Pricing Schedule shall be considered as failing to meet a mandatory requirement of the RFP and therefore, the Bidder's proposal shall be given no further consideration.

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

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule.

2. Basis of Selection

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

2.1.1 To be declared responsive, a bid must:

- a) Comply with all the requirements of the bid solicitation;
- b) Meet all the mandatory technical evaluation criteria; and
- c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria;

2.1.2 Bids not meeting a) or b) or c) will be declared non-responsive.

2.1.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

- 2.1.4** To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 2.1.5** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 2.1.6** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.1.7** Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
- 2.1.8** The table below illustrates **an example** where the selection of the Contract is determined by a 70/30 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	88	82	92
Bid Evaluated Price	C\$60,000	C\$55,000	C\$50,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$88 / 100 \times 70 = 61.6$	$50,000^* / 60,000 \times 30 = 25.00$	86.60
Bidder 2	$82 / 100 \times 70 = 57.4$	$50,000^* / 55,000 \times 30 = 27.27$	84.67
Bidder 3	$92 / 100 \times 70 = 64.4$	$50,000^* / 50,000 \times 30 = 30.00$	94.40**

* represents the lowest evaluated price

**represents the bidder who will be recommended for award of a contract

- 2.2** In the event two or more responsive bids have the same highest combined rating of technical merit and price, these bids will be ranked in descending order of the overall scores obtained for all of the point rated technical criteria detailed in Attachment 1 to Part 4; the responsive bid obtaining the highest overall score being ranked the highest.

ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

1.0 Technical Evaluation Criteria

The proposal must demonstrate compliance with all of the mandatory and rated requirements and must provide the necessary documentation to support compliance. Bidders are advised to also refer to Part 3, Section I; Technical bid.

All work or project experience performed in the last ten (10) years and used to demonstrate compliancy must be presented using the format of this table.

If referencing a project, projects must have been for a minimum of two months duration

- a. The name of the client organization;
- b. The dates/duration of the work / project indicating the years/months of engagement by the resource;
- c. A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resource;
- d. Description of the activities performed by the proposed resource;
- e. The name of the client organization and the name, title and email address of a contact person that may be used as a reference to validate projects or experiences

TABLE 1

For work experience to be considered, the résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. When multiple tasks are performed simultaneously, bidders are to indicate timeline for each.

Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience 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.

1.1 Evaluation Criteria Definition

Areas of Expertise

Each area is further described by a list of Fields of Specialty below. The lists provided are not exhaustive.

Naval Architecture

- Ship hull structure, structural arrangement and strength, vibration and passive fire protection;
- Ship design, construction, modernization and repair;
- Propulsion, rudders, propellers and steering system design;
- Vessel stability, open water and ice;
- Hull systems including areas such as accommodation outfit, launch and recovery systems, doors and closures, closing appliances, corrosion control, etc.;
- Materials and materials maintenance as applied to the construction of ship's hull and outfit systems, paint coatings;

- Ship condition surveys and advice;
- Canadian acts, regulations, international conventions, codes and Classification society rules pertaining to the design, construction and operation of ships in all Voyage Classes and ASPPR types and classes;
- Design standards and classification rules as they may apply to Ro-Ro passenger vessels;
- Ship structure, design and analysis, advanced structure analysis techniques;
- Manoeuvring; Open water and ice;
- Sea keeping and towing;
- Cargo gear/ lifting systems;
- Anchor and mooring gear.

Marine Engineering

- Diesel Prime mover;
- Electrical generation and distribution (propulsion and ship service);
- Manoeuvring (thrusters, azimuthing drives, etc);
- Propulsion controls and instrumentation, alarm and monitoring;
- Propeller pitch control, shafting, reduction gear and pod propulsion;
- Steering gear;
- Ship condition survey and advice;
- Fire protection systems;
- Auxiliary and Domestic Systems (refrigeration, hydraulic, compressor, purifier, potable, waste water, HVAC, etc);
- Pumps, Valves and piping system;
- Deck machinery and cargo equipment;
- Vibration and stress analysis;
- Waterborne Noise Management (ICES and others)
- Maintenance Management; including: maintenance requirements analysis and planning using accepted methodologies; predictive maintenance programs;
- The management of Life Cycle Management activities in one of the life cycle management phases (conception, acquisition, in-service and disposal) for assets.

2.0 Mandatory Technical Criteria (M)

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately. Proposals which fail to meet the Mandatory Requirements will be deemed non-responsive and given no further consideration.

Mandatory Requirements are evaluated on a pass or fail basis. Failure on the part of the Bidders to meet any one (1) of the following Mandatory Requirements will result in the proposal being deemed non-responsive and ineligible for any further consideration or evaluation. It is the responsibility of the Bidders to ensure that the proposal meets ALL of the Mandatory Requirements as indicated below.

Bidders are to present the information as requested using Table 1 when applicable

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal that address the requirement identified in the criteria.

Mandatory Requirement	Cross Reference to page # in Proposal / Resume / CV	MET/ NOT MET
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<p>M1: Bidder Team and Proposed Resources</p> <p>The Bidder must propose a team including a project manager. The bidder must provide the names and a detailed resume for each proposed resources.</p> <p>One of the proposed resources must have a minimum of 5 years of demonstrated experience in (*) marine engineering or (*) naval architecture.</p> <p>(*) Refer to section 1.1 for definition</p>		
<p>M2: Selective Catalytic Reduction (SCR) experience</p> <p>One of the Bidder proposed resources must have demonstrated experience working on at least one completed project related to the emission engine control technology: selective catalytic reduction (SCR).</p>		
<p>M3: Workplan</p> <p>The bidder must submit a workplan with the following information:</p> <ul style="list-style-type: none"> a) Work Plan showing their approach and methodology are comprehensive to complete the tasks, deliverables and associated timelines. b) Work Plan showing assignment of personnel, allocation of responsibilities and level of effort are appropriate to complete the tasks, deliverables and associated timelines. 		

2.1 Point Rated Technical Criteria (R)

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

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately. Point rated criteria not addressed in the bidder's proposal will result in a score of zero being assigned against that particular criterion.

Bidders must achieve or exceed a minimum technical score in each of the Point-Rated requirements. Only those proposals receiving the minimum score will be considered further. Compliant proposals, being those meeting all mandatory requirements and achieving the minimum technical scores for the Point Rated Requirements, will be evaluated on the basis of the Bidder's cost/price proposal.

Bidders are to present the information as requested using Table 1

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal that address the requirement identified in the criteria.

RATED CRITERIA	Cross Reference to page # in Proposal / Resume / CV	Points Allocated	Minimum Points Required	Bidder Score
<p>R-1: Selective Catalytic Reduction (SCR) additional (*) experience</p> <p>One of the Bidder proposed resource in the team should have demonstrated experience working on completed projects related to the emission engine control technology: selective catalytic reduction (SCR).</p> <p>a) 1 projects in the last 5 years (5 points) b) 2 projects in the last 5 years (10 points) c) 3 projects in the last 5 years (15 points) d) 4+ projects in the last 5 years (20 points)</p> <p>(*) For the purpose of this criteria, the bidder can submit additional project(s) from the same proposed resource as in M1 or different projects from another proposed resource in the team.</p>		20	5	
<p>R-2: Experience in design and/or construction of small vessels (< 24m in length) and associated engine rooms.</p> <p>One of the Bidder proposed resources in the team should have demonstrated experience working in the the design and/or construction of small vessels (< 24m in length) and associated engine rooms.</p> <p>a) Less than 3 years of experience (0 points) b) 3+ and less than 5 years (5 points) c) 5+ and less than 7 years (10 points) d) 7+ and less than 10 years (15 points) e) 10+ years of experience (20 points)</p>		20	5	
<p>R3: CAD Technology experience</p> <p>One of the Bidder proposed resources in the team should have demonstrated experience in the last 8 years of the RFP closing date using CAD technology for engine room/vessel design (e.g. Ship Constructor, Rhino 3D, Maxsurf)</p> <p>a) Less than 2 years of experience (0 points) b) 2+ and less than 3 years (5 points)</p>		15	5	



c) 3+ and less than 5 years (10 points) d) 5+ years (15 points)				
R4 – Quality of the Proposal The Bidder's proposal will be evaluated according to the following criteria: a) Clarity and conciseness (up to 1 points); b) Organization (up to 2 points); c) Grammar, spelling and punctuation (up to 1 point); and d) Professional presentation (up to 1 points).		5	3	
Total Maximum Available Points = 60	Overall Minimum Points Required = 30			
	Bidder score (*) :			

(*): Overall Technical score. This value constitutes the technical evaluation score for bid evaluation and contractor selection purposes.

ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION – PRICING SCHEDULE

Only bids which meet all the mandatory technical criteria and obtain the minimum number of points specified for the point rated technical criteria in Attachment 1 to Part 4 – Technical Evaluation Criteria will be rated on their financial proposal.

The Bidder must complete this pricing schedule and include it in its financial bid. The price specified below, includes any travel expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid

Pricing Schedule

PRICING SCHEDULE		
Milestones	Firm Price	
Milestone 1 (50%): Deliverable 1 - Draft Report	\$[Insert amount]	A
Milestone 2 (40%): Deliverable 2 - Final Report	\$[Insert amount]	B
Milestone 3 (10%): Deliverable 3 – Presentation	\$[Insert amount]	C
EVALUATED PRICE (the sum of prices for milestones1 to 3, excluding taxes)	\$[Insert amount]	D=A+B+C
Taxes (insert tax amount, as applicable):	\$[Insert amount]	
Total Cost:	\$[Insert amount]	

PART 5 – CERTIFICATIONS

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

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

Code of Conduct and Certifications - Related documentation

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

5.1 Certifications Required with the Bid and Additional Information

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

5.1.1 Former Public Servant

The Bidder must submit a duly completed Attachment 1 to Part 5 – Information on Former Canadian Public Servant, as part of their bid.

5.1.2 Additional Information

Bidders must submit Attachment 2 to Part 5 – Additional Certifications as part of their bid

5.2 Certifications Precedent to Contract Award

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 - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](#) (<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.

5.2.2 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.

5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

ATTACHMENT 1 TO PART 5 – INFORMATION ON FORMER CANADIAN PUBLIC SERVANT**Former Public Servant**

The Bidder must submit a duly completed Attachment 1 to Part 5 - Information on Former Canadian Public Servant, as part of their bid.

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

A. 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.

B. Former Public Servant in Receipt of a Pension

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

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

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

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

C. 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.

ATTACHMENT 2 TO PART 5 – ADDITIONAL CERTIFICATIONS**Additional Certifications**

Bidders must submit **Attachment 2 to Part 5 - Additional Certifications** as part of their bid.

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

A. Bidder / Supplier Information. Bidder to also sign and date page 1

Supplier's legal name	
Supplier Operating name	
Supplier's procurement business number (PBN)	
Supplier's address	
Contact person name and email address	

B. Status and Availability of Resources

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

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

Signature: _____

Date: _____

C. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Signature: _____

Date: _____

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.

6.3.2 Supplemental General Conditions

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 award to December 15, 2017

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Sylvain Desbois
Contracting Specialist
Transport Canada
275 Sparks Street
Building 275 Sparks - Floor 01 - Room 7
Ottawa, Ontario
K1A 0N5

Telephone : 613-990-4616

E-mail : sylvain.desbois@tc.gc.ca

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

6.5.2 Technical Authority / Departmental representative *(to be identified at contract award)*

The Technical Authority for the Contract is:

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

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

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

6.5.3 Contractor's Representative *(to be identified at contract award)*

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

Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm prices as specified in Annex B - Basis of Payment, for a cost of \$ _____ (amount to be inserted 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.

6.7.2 Method of Payment

Milestone Payments

For the work as described in Annex A – Statement of Work, Canada will make milestone payments in accordance with the Schedule of Milestones outlined in Annex B and the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents 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; and
- c) the Work delivered has been accepted by Canada.

6.8 Invoicing Instructions

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:

- a) a copy of the release document and any other documents as specified in the Contract;
- b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications 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 _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

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) 4007 (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information
- (c) 2010B (2016-04-04) - General Conditions - Professional Services (Medium Complexity) ;
- (d) Annex A, Statement of Work ;
- (e) Annex B, Basis of Payment ;
- (f) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.12 Insurance – No specific 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

1. TITLE

IMO TIER III Emission Limits - Engine Case Studies for Small Vessels

2. OBJECTIVE

The purpose of this contract is to evaluate the feasibility of installing and operating IMO Tier III-compliant engine systems on small commercial vessels, used in the Canadian market.

3. BACKGROUND STATEMENT

In 2008, the International Marine Organization (IMO) set out new exhaust emission standards with global application under Annex VI to the International Convention for the Prevention of Pollution from Ships (MARPOL). Since Canada was a Party to MARPOL Annex VI, there was an obligation to implement these standards in Canadian law.

In 2013 the Vessel Pollution and Dangerous Chemicals Regulations (the Regulations) were amended to incorporate the emission standards for vessels set out under MARPOL Annex VI including the Canadian portion of a new North American Emission Control Area (NA-ECA).

With the establishment of the NA-ECA, the emission standards within the ECA are set more stringent than the global standards. For Nitrogen Oxide (NOx) emissions, the IMO TIER II standards were set as the global standards and apply to marine engines installed on vessels constructed on or after January 1, 2011, while on January 1, 2016, within the NA-ECA, more stringent IMO TIER III standards came into effect. For most small engines, meeting the IMO TIER III NOx standards will require the emission control after treatment technology; Selective Catalytic Reduction (SCR).

In 2016, Transport Canada commissioned a marine sector consultant to conduct a study that set out to analyze the availability of compliant Tier III engines, the emission abatement technologies to meet the IMO Tier III standards, as set out in Section 110.3 of the Regulations, and the technical challenges that exist utilizing this technology onboard small vessels.

The final report from the study "IMO TIER III Engine Study for Transport Canada" by Alion Canada had concluded that it would be possible to install IMO Tier III compliant engine systems, but there would be difficulties accommodating the selective catalytic reduction (SCR) technology (required to meet the standards) on small vessels. In order to understand, measure, or quantify these difficulties, further analysis is required.

4. REQUIREMENT DESCRIPTION

4.1 Scope

The aim of this work is to determine the ability of various small commercial vessel types (under 24 m in length) in the Canadian fleet to incorporate and operate SCR systems within the structure of the vessel. It is expected the results from this study will provide Transport Canada with the information to make informed policy decisions related the installation of these engine systems.

4.2 Tasks / Detailed Services

Task A:

The Contractor is to select a commercial vessel design for each of the eight (8) case studies:

1. a repowering of a fishing vessel with a size under 1100 m³.
2. a repowering of a fishing vessel with a size over 1100 m³ but under 24 m in length.
3. a repowering of a non-fishing (i.e. tugboat, workboat, etc.) vessel with a size under 1100 m³.
4. a repowering of a non-fishing vessel with a size over 1100 m³ but under 24 m in length.
5. a newly designed fishing vessel with a size under 1100 m³
6. a newly designed fishing vessel with a size over 1100 m³ but under 24m in length.
7. a newly designed non- fishing vessel with a size under 1100 m³
8. a newly designed non-fishing vessel with a size over 1100 m³ but under 24 m in length.

(1): Cubic metres (m³) is the product of length (L), breadth (B) and draft (T) ; 'length (L)' means the overall length of the hull in metres, excluding rudder and bowsprit; 'breadth (B)' means the maximum breadth of the hull in metres, measured to the outer edge of the hull shell (excluding paddle wheels, rub rails, and similar); 'draft (T)' means the vertical distance in metres between the underside of the hull shell at amidships to the maximum design waterline – excluding the keel.

Task B:

Identify a typical marine certified engine size (130kW - 750kW power rating) for each eight (8) vessel design scenarios from Task A and explain the rationale for the selection.

Task C:

In the case where a marine engine (or engine system) identified in Task B is not available for evaluation, that meets the IMO TIER III standards, a similar or identical engine used in the on-road or off-road sector can be substituted.

Task D:

With each vessel design in Task A, develop an engine room layout ⁽²⁾ that includes the engine (in Task B), the SCR system and all SCR associated equipment (include Urea tank).

Identify any specific safety or operational issues ⁽³⁾ related to the TIER III-compliant engine installations or subsequent operations in each design. This would include determining if a water-cooled exhaust can work with SCR and if a vessel be able to shift from water-cooled to air-cooled or to a stack? This analysis must take under consideration the engine room heat, ventilation, access, safety (including fire suppression), weight and operational/technical requirements and the feasibility of some SCR components being positioned outside of the engine room.

(2): Engine room layout must include all machinery and equipment that is typically present on the vessel types being considered (fire pumps for work boats, mufflers for high speed boats etc.) This will allow for an accurate Power/ load requirement calculations. Also for service and maintenance of SCR, this layout must consider leaving clearance for the unit. For an existing vessel, use the most recent existing machinery arrangement/ layout and modify it to retrofit the SCR.

(3): Includes operation, service and maintenance; usability, accessibility, vessel stability issues

Task E:

For each case study, the vessel and engine room layouts must outline the installation of the IMO Tier III engine system within the specific vessel and clearly demonstrate any installation and/or operation issues with the system installation.

4.3 Deliverables and Acceptance Criteria

All documents, and reports generated by the Contractor during the course of this project must be in English, using Microsoft Word for word processing (version 7.0 or later), Microsoft Excel for data management, and Microsoft Power Point for presentations and other graphics.

All the sources of information must be documented through a reference section in the draft/final report.

Feedback on the status of the project must be maintained between the Contractor and the Departmental representative at least every 2 weeks through email and/or phone calls.

The deliverables will consist of a draft report, a final report, and a presentation.
Each of the deliverables must be to the satisfaction of the Departmental representative.

Deliverable 1: Draft Report

- The draft report is to be written in a clear and logical fashion targeted toward an audience with a wide range of experience, education, and varying knowledge of the sector and its processes. It is recommended that an effective use of textual, and visual (e.g. schematics) information formats be incorporated within the report.
- The report is to address the issues and questions introduced in the Scope and Tasks. Submission of the draft report will be reviewed by the Departmental Representative. The review will generate comments to improve the draft report for final delivery.

Deliverable 2: Final Report

- The contractor shall take into consideration the comments provided on the draft report and incorporate them as appropriate into their work and the final report.
- The deliverance of the final report will consist of the submission an electronic copy in both the PDF and Word format to the Project Authority.

Deliverable 3: Presentation

- The presentation is to be delivered by the Contractor Project Lead either in person or by WebEx.
- Estimated presentation time is up to one hour; with time allotted for questions and discussions.
- The presentation must be targeted toward an audience with a wide range of experience, education, and varying knowledge of the sector and its processes.

The following table is provided for estimate purpose only.

No.	Item	Timeline	Notes	Responsibility	Payment schedule
1.	Award of Contract	Week 0		Transport Canada	
2.	Kick off meeting	Week 1	<ul style="list-style-type: none"> • Discuss base elements for the project • Project planning activities as per Contract 	Transport Canada and Contractor	
3.	Progress Meeting or Report	Week 4	<ul style="list-style-type: none"> • Status of work • Outstanding issues 	Contractor	
4.	Progress Meeting or Report	Week 8	<ul style="list-style-type: none"> • Status of work • Outstanding issues 	Contractor	
5.	Draft Report	Week 10	<ul style="list-style-type: none"> • Report to be submitted in MS Word 	Contractor	50% of the total amount of the contract
6.	Review of Draft Report	Week 11	<ul style="list-style-type: none"> • TC to provide comments within 2 weeks of receipt of report 	Transport Canada	
7.	Final Report	Week 14	<ul style="list-style-type: none"> • Report to be in MS Word 	Contractor	30% of the total amount of the contract
8.	Presentation	Week 16	<ul style="list-style-type: none"> • Presentation to be in MS Power Point at TC HQ Ottawa 	Contractor	20% of the total amount of the contract

4.4 Support Provided by Canada

The Departmental representative will provide the following to the contractor:

- "IMO TIER III Engine Study for Transport Canada" by Alion Canada
- Contact information to boat builders or small vessel designers and engine representatives offering to help with study.

4.5 Travel

No allowance for travel is expected under this contract

4.6 Language Requirements

The Reports and all correspondence are to be in English.

4.7 Location of Service Delivery

All work to be performed under this contract will be from the contractor place of business.

4.8 Constraints

The information and documentation provided to the Contractor by Transport Canada are to be used for the purpose of this contract only and must not be used for other purposes unless duly authorized in writing by the Departmental representative.

Annex B : BASIS OF PAYMENT

1. FIRM PRICE

The Contractor will be paid in accordance with the Schedule of Milestones table below.

The price specified below, includes any travel expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid.

PRICING SCHEDULE	
Milestones	Firm Price
Milestone 1 (50%): Deliverable 1 - Draft Report	<div style="display: flex; justify-content: space-between; align-items: center;"> [\$[Insert amount]] A </div>
Milestone 2 (40%): Deliverable 2 - Final Report	<div style="display: flex; justify-content: space-between; align-items: center;"> [\$[Insert amount]] B </div>
Milestone 3 (10%): Deliverable 3 - Presentation	<div style="display: flex; justify-content: space-between; align-items: center;"> [\$[Insert amount]] C </div>
EVALUATED PRICE (the sum of prices for milestones 1 to 3, excluding taxes)	<div style="display: flex; justify-content: space-between; align-items: center;"> [\$[Insert amount]] D (A+B+CE) </div>
Taxes (insert tax amount, as applicable):	<div style="display: flex; justify-content: space-between; align-items: center;"> [\$[Insert amount]] </div>
Total Cost:	<div style="display: flex; justify-content: space-between; align-items: center;"> [\$[Insert amount]] </div>