



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

Title - Sujet SA Insurance & Risk Management	
Solicitation No. - N° de l'invitation EN578-190982/B	Date 2019-04-24
Client Reference No. - N° de référence du client 20190982	
GETS Reference No. - N° de référence de SEAG	
File No. - N° de dossier 003nss.EN578-190982	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-05-23	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Kwan, Jason	Buyer Id - Id de l'acheteur 003nss
Telephone No. - N° de téléphone (613) 947-9339 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

**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

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes, Appendices and Attachments include the Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572 and any other annexes, appendices, and attachments.

1.2 Summary

- 1.2.1 Public Services and Procurement Canada (PSPC) has a requirement for third party professional services advice in support of marine sector insurance, and more specifically to ship design and construction as well as ongoing service requirements. The professional advisory services are required on an "as and when requested" basis, in order to support Canada in understanding the application, cost and benefit implications of commercial insurance portfolios, which are used to mitigate risks associated with ship design, construction and/or ongoing service requirements.

The period of the resultant contract will be three years from date of contract award with up to five additional years, exercisable as options at Canada's discretion.

- 1.2.2 The initial Scope of Work for this requirement is limited to providing the services identified herein for Canada's Large Combat Ship Construction Projects. However, it is possible that the professional services for design, construction and ongoing services requirements in support of marine sector insurance may also be required by Canada's Large Non-Combat Ship Construction Projects as well as other marine-related procurements.

The requirement therefore contains an option to extend the required professional advisory services to Canada's non-combat ship projects as well as other marine-related procurements. Details of the option can be found at Sub-Article 7.4.3.

- 1.2.3 There are security requirements associated with this requirement. For additional information, consult Part 6 – Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.4 The Work to be performed is detailed under Annex A - Statement of Work 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 Trade Agreements**
- The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.5 Federal Contractors Program (FCP) for Employment Equity**
- The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 – Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity – Certification.
- 1.6 epost Connect Service**
- This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.1.1 The 2003 standard instructions is amended as follows:

2.1.1.1 Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.1.1.2 Section 08, entitled Transmission by facsimile or by epost Connect, is amended as follows:

Delete: Subsection 2 in its entirety.
Insert: 2. epost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is: tpsgc.dgareceptiondessaoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca or, if applicable, the email address identified in the bid solicitation.
 - ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder

will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.

- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

2.1.1.3 Section 11, Rights of Canada of 2003, Standard Instructions Goods and Services is amended as follows:

- Insert: h) accept, or waive, a non-material error of form in a Bidder's proposal or, where practical to do so, request a Bidder to correct a non-material error of form in the Bidder's proposal provided there is no change in the price quoted.

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 at the address specified below by the date and time indicated in the bid solicitation.

Bid Receiving Unit – PWGSC
Core 0B2 – Door 103
Place du Portage, Phase III
11 Laurier Street
Gatineau, PQ K1A 0S5

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to PWGSC will not be accepted.

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.

2.3.1 Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment pension 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.

2.3.2 Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all 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](#).

2.3.3 Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- 3.1.1 If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with Section 08 of the 2003 standard instructions, as modified by Part 2, Sub-section 2.1.1.2. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

- 3.1.2 If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid - 2 hard copies
- Section II: Financial Bid - 1 hard copies
- Section III: Certifications – 1 hard copy
- Section IV: Additional Information - 1 hard copies

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

No prices must be indicated in any other section of the bid.

- 3.1.3 If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Due to the nature of the of the bid solicitation, bids transmitted by facsimile will not be accepted. Prices must appear in the financial bid only.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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.

- 3.1.4 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- a) 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
- b) 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.

3.2 Section I: Technical Bid

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

3.2.2 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.

3.3 Section II: Financial Bid

3.3.1 Bidders must submit their financial bid in Canadian funds and in accordance with the Basis of Payment in Annex B.

3.3.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 3 Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 3 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.

3.3.3 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

3.5.1 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

3.5.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

3.5.3 In Section IV of their bid, bidders must provide:

- a) the legal name of the business;
- b) their Procurement Business Number (PBN)
- c) the name of the contact person (including the person's mailing address, phone numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
- d) for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is "yes", the required information.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.2 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 1 – Bid Evaluation Criteria.

4.1.3 Financial Evaluation

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in the Financial Evaluation Section of Attachment 1 – Bid Evaluation Criteria.

4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price

4.2.1 To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all the mandatory evaluation criteria;
- c) obtain the required minimum of 45 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 60 points.

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

4.2.3 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.

4.2.4 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%.

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

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

4.2.7 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. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 (Bid Evaluation Criteria) will be recommended for award of a contract.

4.2.8 The table below illustrates an example where all three bids received are responsive and the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively. The total available points equals 60 and the lowest evaluated price is \$250,000.00.

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

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		55/60	45/60	50/60
Bid Evaluated Price		C\$260,000.00	C\$255,000.00	C\$250,000.00
Calculations	Technical Merit Score	$(55/60) \times 70 = 64.17$	$(45/60) \times 70 = 52.50$	$(50/60) \times 70 = 58.33$
	Pricing Score	$(250,000/260,000) \times 30 = 28.85$	$(250,000/255,000) \times 30 = 27.27$	$(250,000/250,000) \times 30 = 30.00$
Combined Rating		93.02	79.77	88.33
Overall Rating		1st	3rd	2nd

Based on the scoring in the above Table, and the established Basis of Selection, a contract would be awarded to Bidder 1.

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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list during the period of the Contract.

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

5.3 Additional Certifications Precedent to Contract Award

5.3.1 Conflict of Interest Declaration Certification

See Attachment 2

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

6.1.1 Before award of a contract, the following conditions must be met:

- a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.

6.1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

6.1.3 For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Article 7.15, Part 7 – Resulting Contract Clauses. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

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

PART 7 - RESULTING CONTRACT CLAUSES

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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

7.1 Statement of Work

Work described at Annex A, Statement of Work, will be performed under the Contract on an "as and when" requested basis".

7.1.1 Task Authorization

The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.1.1 Task Authorization Process

The Technical Authority, or Contracting Authority, will provide the Contractor with a description of the task using the Task Authorization form specified at Appendix A-2. The task description, inclusive of any amendment, of any Work must fall within the scope of the Statement of Work, Annex A.

The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

The Contractor must provide the Technical Authority and Contracting Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

The approved Task Authorization (TA), inclusive of any amendments, for any Work will be issued under the Contract through the use of the Task Authorization form duly completed and signed.

The Contractor must not commence work until a TA authorized by the Technical Authority, or Contracting Authority, has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.1.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations **up to a limit of \$25,000.00**, Applicable Taxes included, inclusive of any revisions. Prior to contacting the Contractor regarding a Task Authorization, the Technical Authority must first consult with the Contracting Authority.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

7.1.1.3 Canada's Obligation - Task Authorizations

Canada's obligation with respect to the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.2 Standard Clauses and Conditions

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

7.2.1 **General Conditions**

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 **Security Requirements**

7.3.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

7.3.2 The Contractor/Offeror personnel requiring access to CANADIAN/FOREIGN PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/PWGSC

7.3.3 Processing of PROTECTED materiel electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.

7.3.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

7.3.5 The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- (b) Industrial Security Manual (Latest Edition)

7.3.6 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

7.3.7 The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level.

7.4 **Term of Contract**

7.4.1 **Period of the Contract**

The period of the Contract is from date of Contract award to 31 March 2022.

7.4.2 **Option to Extend the Contract.**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 5 additional years under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.4.3 **Option to Extend Services to include Canada's Large Non-Combat Ship Construction Projects and other marine-related procurements.**

The Contractor grants Canada the irrevocable option to extend the required insurance services identified in the Statement of Work to include Canada's Large Non-Combat Construction Projects as well as other marine-related procurements. The Contractor agrees that, should Canada exercise this option, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time during the contract period, including any exercised option period, by sending a written notice to the Contractor. The option may only be exercised by the Contracting Authority, and will be evidenced through a contract amendment. Once Canada has exercised this option, it will remain in force for the duration of the Contract.

7.4.4 **End of Contract Period**

At least ninety (90) days prior to the end of the Contract period (including any extension or option period then in effect), the Contractor shall provide to the Procurement Authority (with a copy to the Contracting Authority) a complete list of all Work in Process (WIP) and Task Authorizations in progress, together with a description of the status for each, including percentage completed and estimated time to complete. Any WIP which the Contractor believes cannot be completed before the end of the Contract period must be specifically identified and the rationale as to why it cannot be completed must be explained.

For work that is identified as not being capable of completion prior to the expected end of the Contract, The Contracting Authority will, at its discretion:

- a) direct the Contractor to terminate such Work, in which case the rights of the Contractor shall be determined under the Termination for Convenience provisions of the Contract; or
- b) exercise the Wind-Down option, as provided in Article 7.4.5, and amend the applicable Task Authorization, if required, using the PWGSC 572 amendment form.

7.4.5 **Wind-down Option**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to ninety (90) days under the same terms and conditions, including payment, as the last period of performance. This option is solely for the completion of Work in Process (WIP) identified by the Contractor and accepted by Canada as being unable to be completed prior to the end of the Contract period. No new Work or Task Authorizations shall be permitted or authorized within this option period. Canada is not required to utilize any or all of its options pursuant to Article 7.4.2 before exercising this wind-down option period.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jason Kwan
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
National Shipbuilding Strategy Program Management Office (NSS PgMO)
Suite 703, 270 Albert Street
Ottawa, Ontario
K1A 0S5

Telephone: 613-947-9339
E-mail address: Jason.Kwan@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.

7.5.2 Technical Authority

The Technical Authority will be determined on a Task by Task basis at the time a Task Authorization is to be issued.

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

7.5.3 Project Authority

To be inserted at Contract Award

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

7.5.4 **Procurement Authority**

The Procurement Authority will be determined on a Task by Task basis at the time a Task Authorization is to be issued.

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority, however the Procurement Authority has no authority to authorize changes to the scope of the Work or the terms and conditions of the Contract. Changes to the scope of the Work, or to the terms and conditions of the Contract, can only be made through a contract amendment issued by the Contracting Authority.

7.5.5 **Contractor's Representative**

To be determined at Contract award

7.6 **Inspection and Acceptance**

Inspection and acceptance will be done in accordance with the General Conditions.

7.7 **Proactive Disclosure of Contracts with Former Public Servants**

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

7.8 **Payment**

7.8.1 **Bases of Payment**

The Contract contains multiple bases of payment as detailed below. The applicable basis of payment will be identified in each Task Authorization and will be determined based on the scope of work applicable to that Task Authorization.

7.8.1.1 **Firm Price Task Authorizations (TA)**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization, the Contractor will be paid the firm lot price specified in the authorized TA, determined in accordance with the basis of payment at Annex B. 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 specified in the authorized TA, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work specified in the authorized TA.

7.8.1.2 **Ceiling Price Task Authorizations (TA)**

For authorized Task Authorizations (TA) subject to a ceiling price, the Contractor will be paid for the Work specified in the authorized Task Authorization, in accordance with the Basis of Payment at Annex B, to the ceiling price identified within the TA.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure or ceiling price as specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.8.1.3 **Task Authorizations with a Limitation of Expenditure**

For authorized Task Authorizations (TA) subject to a limitation of expenditure, the Contractor will be paid for the work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure specified within the individual authorized Task Authorization, Customs Duties are included, and Applicable Taxes are extra.

7.8.2 **Limitation of Expenditure – Cumulative Total of all Task Authorizations**

Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ *(to be inserted at contract award)*. Customs duties are included, and Applicable Taxes are extra.

No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

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

7.8.3 **Progress Payments**

7.8.3.1 Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 100% of the amount claimed and approved by Canada if:

- a) an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) the amount claimed is in accordance with the basis of payment;
- c) the total amount for all progress payments paid by Canada does not exceed 100% percent of the total amount to be paid under the Contract;
- d) all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.

7.8.3.2 The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted."

7.8.3.3 Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7.8.4 Electronic Payment of Invoices – Contract (if applicable)

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

- a) Direct Deposit (Domestic and International);
- b) Electronic Data Interchange (EDI);
- c) Wire Transfer (International Only);

7.8.5 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.9 Invoicing Instructions – Progress Payment Claim – Supporting Documentation

7.9.1 The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment. Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. a list of all expenses;

7.9.2 Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- c. a copy of the monthly progress report.

Applicable Taxes must be calculated on the total amount of the claim.

7.9.3 The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Technical Authority identified in each Task Authorization for appropriate certification after inspection and acceptance of the Work takes place. The Technical Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action. Also the Contractor must email the claim(s) to TPSGC.PASNCNFactures-APNSSInvoices.PWGSC@tpsgc-pwgsc.gc.ca

7.9.4 The Contractor must not submit claims until all work identified in the claim is completed.

7.10 Certifications and Additional Information

7.10.1 Compliance

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

7.10.2 **Federal Contractors Program for Employment Equity - Default by the Contractor**

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

7.11 **Applicable Laws**

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

7.12 **Priority of Documents**

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

- a) the Articles of Agreement;
- b) the general conditions 2035 (2018-06-21) Higher Complexity - Services;
- c) Annex A, Statement of Work;
- d) Annex B – Basis of Payment
- e) Annex C, Security Requirements Check List;
- f) Attachment 5, Corporate Non-Disclosure Agreement
- g) Attachment 2, Conflict of Interest Declaration Certification
- f) the signed Task Authorizations (including all of its annexes, if any)
- f) the Contractor's bid dated _____, as clarified on _____" **or** ", as amended on _____"

7.13 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.14 Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.15 Insurance Requirements

7.15.1 Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
-

- j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- n) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:
Director Business Law Directorate
Quebec Regional Office (Ottawa)
Department of Justice
284 Wellington Street, Room SAT-6042
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:
Senior General Counsel
Civil Litigation Section
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

7.15.2 A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

7.15.3 Errors and Omissions Liability Insurance

The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation or any changes to the insurance policy.

7.16 Conflict of Interest Management Requirements

7.16.1 Introduction

In order to ensure the independence and ongoing integrity of the assistance provided by the Contractor to Canada, the Contractor must be and remain independent from the shipyards, its major suppliers or partners, and other entities with which Canada is negotiating or conducting ship design or shipbuilding-type work for the National Shipbuilding Strategy (NSS), such as, without limitation, a ship integrator or provider of in-service support.

Definitions:

Contractor Team (Team): includes all Contractor, subcontractor and consultant personnel performing Work pursuant to this Contract, including employees, experts and support staff.

Conflict of Interest: is as defined in the 2035 (2018-06-21) - General Conditions – Higher Complexity – Services.

7.16.2 Relationships

For the purposes of this Contract, Contractor relationships that fall under the following two categories of types of relationships would be, or be perceived to be, a Conflict of Interest:

- a) **Relationship Type A:** where the Contractor, its affiliates or Team member(s) has a financial interest in an entity listed at paragraph 7.16.4
- b) **Relationship Type B:** where the Contractor, its affiliates or Team member(s) trades goods or services with, or otherwise performs work for, an entity listed at paragraph 7.16.4.

The Contractor, its affiliates and Team members must not have a Type A relationship.

The Contractor, its affiliates and Team members must not have a Type B relationship where the goods or services traded, or the work otherwise performed, is related to any active Government of Canada's Marine procurement projects including, but not limited to, the OOSV, OFSV, JSS, AOPS or CSC projects. If the Contractor, its affiliates and/or Team members has a Type B relationship for other work (whether it is for the Government of Canada or another entity), the Contractor must adhere to the restrictions as described at paragraph 7.16.3.

The list of entities at paragraph 7.16.4 can be amended periodically at Canada's discretion to include other organizations which, at the time of the issuance of this Contract, are as-yet unknown to Canada, but with which Canada will be conducting shipbuilding, ship design work, or in-service support for the NSS Projects (currently the OOSV, OFSV, JSS, AOPS, and CSC projects), such as, without limitation, a ship integrator, repairer or provider of in-service support.

The Contractor must continually disclose the nature of its relationship(s) as described herein for the life of the Contract, by providing a revised Conflict of Interest Declaration Certification Form (Attachment 2 to this RFP) to the Contracting Authority, as either:

- a) The Contractor's relationship(s) with any of the entities listed at paragraph 7.16.4 changes;
- b) A new entity is added to the list at paragraph 7.16.4.

7.16.3 Relationship-Containment Restrictions

This clause 7.16.3 applies only to the extent that an allowable Type B relationship exists.

Only Team members may be involved in Work pursuant to this Contract. Team members must not discuss the Work with persons outside of the Team;

Team members must not perform or have access to other work that would create a situation, or could be perceived to create a situation, of Conflict of Interest. Such work must not be discussed with Team members;

The contents of files including but not limited to information, data, documentation,

communications, etc., relating to Work pursuant to this Contract must be segregated, both physically and electronically, in a secure format such that only the members of the Team have access to said files;

Team members must only perform Work in offices and workstations that are separate from non-Team members, or otherwise adequately secure locations;

The Contractor must have a written policy, shared with all employees, subcontractors and consultant personnel, that describes these requirements, and that includes provisions such that the breach of these requirements could result in sanctions up to and including dismissal or termination of contract for default;

The Contractor must ensure that all Team members agree in writing that he/she understands, accepts, and will adhere to the policy as described in the immediate previous paragraph above.

7.16.4 **List of Entities**

- a) Vancouver Shipyards Co. Ltd.
- b) Seaspan ULC
- c) Irving Shipbuilding Inc.
- d) Bath Iron Works
- e) Fleetway Inc., Canada
- f) Lockheed Martin Canada Inc., Canada
- g) Odense Maritime Technology A/S, Denmark
- h) Alion Science and Technology Canada
- i) Computer Sciences Canada Inc., Canada
- j) Imtech Marine & Offshore B.V., Netherlands
- k) STX Canada Marine Inc., Canada
- l) Thales Canada Inc.
- m) BMT Fleet Technology Ltd.
- n) Oceanic Consulting Corporation
- o) Chantier Davie Canada Inc.

7.17 **Non-Disclosure Agreement**

The Contractor or subcontractor(s) must complete and sign the Corporate Non-Disclosure Agreement, attached at Attachment 5, and provide it to the Contract Authority before it is given access to information by or on behalf of Canada in connection with the Work.

ANNEX A - STATEMENT OF WORK

1. TITLE

Insurance and Risk Consulting Services.

2. OBJECTIVE

To provide expert advice on commercial insurance and its application to large ship capital projects of the Royal Canadian Navy. Canada has an immediate requirement for such advice and it is expected that this requirement will continue well into the construction of the Canadian Surface Combatant project.

3. SPECIFICS TO THIS REQUIREMENT

3.1. This requirement is for *the Department of Public Services and Procurement Canada (PSPC)*.

3.2. Description of Requirement:

3.2.1. The National Shipbuilding Strategy (NSS) is a long-term project to renew Canada's federal fleet of combat and non-combat vessels. The NSS will deliver much-needed vessels to the Royal Canadian Navy and the Canadian Coast Guard, provide economic benefits to Canadians and rebuild Canada's shipbuilding industry. Following a competitive, fair, open and transparent process, the Government of Canada established long-term strategic relationships with two Canadian shipyards: Irving Shipbuilding (ISI) in Halifax for the combat ship package of work and Vancouver Shipyards (VSY) for the non-combat ship package of work.

3.2.2. The Royal Canadian Navy (RCN) is recapitalizing the surface fleet under the "Strong, Secure, Engaged" Canada Defence Policy. Central to this capital program is the replacement of the Halifax-class frigates and Iroquois-class destroyers with the Canadian Surface Combatant (CSC). This project will deliver fifteen ships, beginning in the early 2020s. The Warship Design and Design Team will be competitively selected and the ships will be built by ISI, Canada's prime contractor.

3.2.3. The Arctic and Offshore Patrol Ships (AOPS) procurement precedes the CSC project and is also a requirement of the RCN. The project will equip the RCN with six Arctic and Offshore Patrol vessels that will conduct sovereignty and surveillance operations in Canada's Exclusive Economic Zone, including the Arctic. The RCN will also use the AOPS to support other units of the Canadian Armed Forces in the conduct of maritime-related operations and to support other government departments in carrying out their mandates, as required. The first AOPS is expected to be accepted by Canada in 2019.

3.2.4. The Treasury Board (TB) Framework for the Management of Risk and the TB Guideline on Self-insurance provides context for Departments on how, and when, risk is apportioned and how it may be financed. Whereas Canada normally self-insures its own risks, including those to its assets, contractors may be required to maintain commercial insurance in order to ensure that funds are available to pay for loss or damage caused by contractors that Canada may sustain. For the Combat package of work under the NSS, ISI (the prime contractor)) has implemented an insurance portfolio to provide financial protection to the work in progress.

3.3. **Scope of Work**

3.3.1. PSPC has a requirement for a contract to obtain professional advice in support of marine sector insurance, and more specifically to ship design and construction and/or ongoing services requirements. The professional advice is required in order to support PSPC and Department of National Defense (DND) in understanding the cost and benefit implications of such an insurance portfolio comprised of various types of insurance to mitigate associated risks associated with the Definition (Design) and Implementation (Build) phases for the Canadian Surface Combatant. PSPC's requirement also extends to advice that is needed to support the Implementation phase of the AOPS project.

3.3.2. On an as-and-when required basis, Canada will require the Contractor to provide expert advice, through detailed reviews, analyses and assessments of insurance requirements during these phases. Specifically, the Contractor is required to advise Canada on all insurance matters related to the design and construction and/or services requirements, namely:

- a) Insurance policies that are maintained, or ought to be maintained, by the shipbuilder, and/or its sub-contractor(s);
- b) Review and analysis of insurance policies and related documentation;
- c) Review and analysis of insurance proposals from the shipbuilder, including coverage and cost submissions;
- d) Review and analysis of shipyard insurance strategy;
- e) Analysis of insurance market conditions and events;
- f) Analysis of the shipbuilder's insurance claims;
- g) Analysis of self-insurance or alternative risk financing measures, including risk sharing between the shipbuilder Canada, that might be applicable for the build phase.

3.3.3. In addition, the Contractor will be required to provide professional advice, on an as-and-when required basis, on subjects related to marine sector insurance. Such services may include, but are not limited to:

- a) reviewing insurance programs and providing opinions on the effectiveness of the program(s);
- b) assessing deductible amounts and costs of product;
- c) reviewing risk financing methods and identifying which application may be the most advantageous for Canada;
- d) conducting a gap review of risk management programs;
- e) providing advice and insight with respect to specialty insurance lines for large projects and whether or not other risk financing tools may be more fiscally prudent to Canada;

-
- f) providing advice with respect to claims and financial recovery;
 - g) providing options and applications of loss control programs;
 - h) providing any other requirements that may fall within the Insurance and Risk Consulting Services; and
 - i) participating in risk review workshops.

3.3.4. The provision of advice or support for the following are specifically excluded from the scope of work:

- a) Insurance Broker services to procure and maintain insurance;
- b) Quantitative risk assessments; and
- c) Claim Adjustment and/or Claim Administration.

3.4. **Required Services**

3.4.1. The Contractor's function shall provide all requested advice and support pertaining to the identified areas of analysis. The Contractor must have the capabilities to provide advice and recommendations for:

- a) commercial insurance and surety markets including interpretation of insurance policy wordings;
- b) risk financing options and methodology;
- c) risk finance benchmarking and best practices;
- d) risk management information systems (RMIS);
- e) claim management practices and processes;
- f) loss prevention and reduction practices and processes;
- g) commercial Insurance and Risk, including benchmarking and best practices;
- h) detailed knowledge of risk financing models, including other options and methodology;
- i) sound technical directives regarding the application of loss prevention methods; and
- j) Contractual risk analysis.

3.4.2. A detailed reporting mechanism is essential for all deliverables expected of the Contractor. It will be the Contractor's responsibility to ensure that its proposed reporting formats are compatible to the Technical Authority's own databases and that the Contractor's reporting is made readily available in current and easily adaptable electronic environment.

4. **TASKS**

4.1. Work will be carried out under the Contract on a task by task basis in accordance with the process detailed within the Contract document.

4.2. For each Task, the Contractor shall:

- a) prepare and deliver work plans and estimates in accordance with the requirements set in the tasks;
- b) consult with stakeholders from Canada as required;
- c) prepare recommendations and deliverables as required; support Canada as required;
- d) attend meetings with Canada to discuss the requirements of a task;
- e) identify external stakeholders and interviews needed for a task;
- f) identify all relevant documentation needed to be reviewed; and
- g) conduct all the activities identified in the work plan.

5. RESOURCES

5.1. The roles of required resources include but are not limited to the following:

5.1.1. **Senior Consultant:**

- a) Leading the review of insurance programs and providing opinions on the effectiveness of the program, deductible amounts and costs of product;
- b) Leading the review of insurance options and risk financing methods to determine which application may be the most advantageous Canada;
- c) Leading the conduct of a gap analysis of risk management programs;
- d) Providing advice and insight with respect to specialty insurance lines for marine design and construction projects and whether or not other risk financing tools may be more fiscally prudent to Canada;
- e) Providing advice with respect to claims and financial recovery from other parties;
- f) Providing options and applications of loss control programs;
- g) Providing any other requirements that may fall within the Risk Management Services;
- h) Conducting quality assurances on all deliverables;
- i) Providing direction and approving deliverables prior to submission to clients;
- j) Providing progress reports to the Technical Authority;
- k) Facilitating and maintaining open communication with the Technical Authority; and
- l) Making presentations to Canada representatives.

Minimum Education and Experience:

At a minimum the Senior Consultant must:

- a) Possess and currently maintain in good standing, a recognized risk management designation such as: Canadian Risk Management (CRM), Fellow in Risk Management, (FRM), Certified in Risk and Information Systems Control (CRISC), Chartered Insurance Professional (CIP), Associate of the Insurance Institute of Canada (AIIC), Fellow of Chartered Insurance Practitioner (FCIP), Fellows of the Society of Actuaries (FSA), Professional Risk Manager (PRM), PMI Risk Management Professional (PMI-RMP), Chartered Accountant (CA), Certified Management Accountant (CMA), Certified General Accountant (CGA), Certified Internal Auditor (CIA), Certification in Control Self-Assessment (CCSA), Certified Information Systems Auditor (CISA), Chartered Enterprise Risk Analyst (CERA), and RIMS Fellow (RF); and

-
- b) Possess an undergraduate degree from a Canadian University or Canadian recognized University. The University degree must be from a recognized Canadian University, or if obtained outside of Canada, be approved by a recognized Canadian academic credentials assessment Service i.e. identified at:
<http://www.cicic.ca/413/assessment-of-credentials-for-employment-in-canada.canada>;
and
 - c) Have 10 years of related work experience as a Senior Consultant in the marine design and construction insurance within the past 15 years OR have 20 years of marine insurance experience as a Senior Consultant within the past 25 years.

5.1.2. Consultant:

- a) Reviewing insurance portfolios and compare findings against insurance industry standards and practices;
- b) Preparing various risk financing scenarios and illustrate the application to insurance program in question;
- c) Reviewing risks and provide methods of risk mitigation and provide a gap analysis;
- d) Providing clarification of insurance specialty lines and their application on specific projects;
- e) Reviewing claims processes and review claims settlements;
- f) Evaluating loss control programs and explain advantages and disadvantages of program application, including the impact on insurance premiums;
- g) Participating in sessions in order to provide expertise to special projects;
- h) Preparing reports; presentations and briefing notes.

Minimum Educational/Experience

At a minimum the Consultant must:

- a) Possess and currently maintain in good standing, a recognized risk management designation: Canadian Risk Management (CRM), Fellow in Risk Management (FRM), Certified in Risk and Information Systems Control (CRISC), Chartered Insurance Professional (CIP), Associate of the Insurance Institute of Canada (AIIC), Fellow of Chartered Insurance Practitioner (FCIP), Fellows of the Society of Actuaries (FSA), Professional Risk Manager (PRM), PMI Risk Management Professional (PMI-RMP), Chartered Accountant (CA), Certified Management Accountant (CMA), Certified General Accountant (CGA), Certified Internal Auditor (CIA), Certification in Control Self-Assessment (CCSA), Certified Information Systems Auditor (CISA), Chartered Enterprise Risk Analyst (CERA), and RIMS Fellow (RF); and
- b) Possess an undergraduate degree from a Canadian University or Canadian recognized University. The University degree must be from a recognized Canadian University, or if obtained outside of Canada, be approved by a recognized Canadian academic credentials assessment Service i.e. identified at:
<http://www.cicic.ca/413/assessment-of-credentials-for-employment-in-canada.canada>;
and
- c) Have 5 years of related work experience in the marine design and construction insurance as a Consultant within the past 7 years, OR have 10 years of marine sector insurance experience as a Consultant within the past 15 years.

5.1.3. Junior Consultant/Account Assistant:

- a) Collecting and collating qualitative and quantitative data;
- b) Conducting research;
- c) Conducting preliminary analyses;
- d) Compiling background documentation; and
- e) Providing assistance with the development of briefing notes, presentations, papers and reports.

Minimum Educational/Experience

At a minimum the Account Assistant must:

- a) Possess a secondary school diploma or General Education Development (GED) certificate; and
- b) Have 3 years of marine sector insurance work experience within the past 5 years.

6. DELIVERABLES

6.1. For each task the Contractor shall include a Work Plan, consisting of:

- a) Detailed description of the proposed approach and methodology (including data gathering tools, method of analysis, and any software required);
- b) List of required resources including resumes;
- c) Detailed schedule for the conduct of the work to be performed, including major activities and deliverables; and
- d) Price

6.2. The Contractor shall develop a draft report (and revisions as required) and a final report consisting of:

- a) the work performed under the task;
- b) Approach and assumptions;
- c) Discussion;
- d) Key findings;
- e) Conclusions;
- f) Constraints; and
- g) Recommendations.

6.3. All deliverables shall be submitted in Contractor format in three hard copies and one soft copy in Microsoft Office. Any interim reports can be delivered in one soft copy only.

6.4. Electronic copy deliverables shall be prepared and delivered in Microsoft Office 2000 products with margins consistent with letter size paper. All paper copy deliverables shall be prepared and delivered on letter size paper.

6.5. Once submitted, the reports shall become the sole property of Canada and be so annotated with the following legend" "© Her Majesty the Queen in Right of Canada 2011".

- 6.6. All deliverables shall be submitted to the DND Technical and PSPC Project Authorities for approval. Should any deliverable not be in accordance with the requirements of the SOW and/or to the satisfaction of the DND Technical Project Authorities, the Project Authority shall have the right to reject it or require its correction at the sole expense of the Contractor.

7. WORK SCHEDULE

- 7.1. The contract kickoff meeting must be held no later than 10 business days following contract award.
- 7.2. Work Plans must be delivered no later than 5 business days following the award of each subsequent task.

8. LANGUAGE REQUIREMENTS

- 8.1. The Contractor's representatives must have the ability to provide services as well as the required reports and documents in English.

9. RESOURCE REQUIREMENTS

- 9.1. Resources for Insurance and Risk Consulting Services, may include but are not limited to the following:
- a) Senior Consultant;
 - b) Consultant; and
 - c) Junior Consultant/Account Assistant
- 9.2. The categories described above in 9.1 are not intended to correspond to any one contractor's definition or categorization as such definitions or categorizations may vary between contractors.

APPENDIX A-1 - TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft PWGSC 572 Task Authorization Form (TA Form) attached at Appendix 2 will be provided to the Contractor. Once a draft TA Form is received, the Contractor must submit to the Contractual Authority an estimate to supply the requested Resource Categories based on the information identified in the TA Form and complete the Resources Assessment Criteria and Response Tables at Appendix 3. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 72 hours turnaround time to submit a quotation.
2. For each proposed resource the Contractor must supply a résumé. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any certification or work experience requirements). With respect to the proposed resources:
3. Proposed resources must be employees of the Contractor.
4. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft Task Authorization was first issued to the Contractor.
5. For work experience, Canada will not consider experience gained as part of an educational programme.
6. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
7. A 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. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
8. Once the quotation has been accepted by the Contractual Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

APPENDIX A-2 - TASK AUTHORIZATION FORM



Public Works and Government Services Canada / Travaux publics et Services gouvernementaux Canada

Annex _____
Annexe _____

Task Authorization
Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat ▶	

For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
--	--	---

Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

PWGSC - TPSGC 572 (2014-04)

Annex
Annexe _____

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date

APPENDIX A-3 - TEAM ASSESSMENT CRITERIA FOR A TASK AUTHORIZATION

To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Appendix. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that Canada can verify this information. The tables should not contain all the project information from the resume. Only the specific answer should be provided.

Proposed Project Representative's Name: _____ Proposed Project Management Specialist's Name: _____ Proposed Cost Analyst's Name: _____				
The Bidder MUST demonstrate that the proposed resources meet the requirements stated in the SOW				
Criteria	Mandatory Requirement	Bidder's response		
		Insert Page # of Resume	Met	Not Met

APPENDIX A-4 - CERTIFICATIONS AT THE TASK AUTHORIZATION STAGE

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

Education and Experience

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

Print name of authorized individual & sign above

Date

Availability of Resources

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the Work within the time specified in the Task Authorization Form, and will remain available to perform the Work in relation to the fulfillment of the requirement.

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

Print name of authorized individual & sign above

Date

Language - English

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

Print name of authorized individual & sign above

Date

Security

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the resources proposed in the quotation meet the security requirements of the contract as specified in Article 7.3 – Security Requirements and Annex C – Security Requirements Checklist.

Print name of authorized individual & sign above

Date

ANNEX B – Basis of Payment

1. Professional Fees

In accordance with the Contract and each Task Authorization, the Contractor will be paid a firm price, a ceiling price or a limitation of expenditure to be negotiated, prior to the issuance of each Task Authorization, using the fixed per diem rates in Canadian dollars, including overhead, G&A, mark-up and profit, customs duties as per the following Tables. Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

1.1. Fixed Per Diem Labour Rates – From Contract Award to 31 March 2022

Table B-1 – Contract Period Fixed Per Diem Rates Per Resource Category			
Resource Categories	Year 1 (Contract Award to 31 Mar 2020)	Year 2 (1 Apr 2020 to 31 Mar 2021)	Year 3 (1 Apr 2021 to 31 March 2022)
Senior Consultant			
Consultant			
Junior Consultant			

1.2. Fixed Per Diem Labour Rates - Optional Contract Periods

The fixed per diem rates for each option period will be based on the previous years’ fixed per diem rate plus 2%. For example, the fixed per diem rates for Option Year 1 will be the fixed per diem rates for Year 3 plus 2% escalation. Table B-1 below illustrates how option year fixed per diem rates will be calculated.

Table B-1 – Optional Contract Periods Per Diem Rates Per Resource Category					
Resource Categories	Option Year 1 (1 Apr 2022 to 31 Mar 2023)	Option Year 2 (1 Apr 2023 to 31 Mar 2024)	Option Year 3 (1 Apr 2024 to 31 Mar 2025)	Option Year 4 (1 Apr 2025 to 31 Mar 2026)	Option Year 5 (1 Apr 2026 to 31 Mar 2027)
Senior Consultant	Year 3 + 2%	Exercised Option Year 1 + 2%	Exercised Option Year 2 + 2%	Exercised Option Year 3 + 2%	Exercised Option Year 4 + 2%
Consultant	Year 3 + 2%	Exercised Option Year 1 + 2%	Exercised Option Year 2 + 2%	Exercised Option Year 3 + 2%	Exercised Option Year 4 + 2%
Junior Consultant	Year 3 + 2%	Exercised Option Year 1 + 2%	Exercised Option Year 2 + 2%	Exercised Option Year 3 + 2%	Exercised Option Year 4 + 2%

- 1.3. For the purposes of this Contract, a day is defined as 7.5 hours exclusive of meal breaks. Payment will be made for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day shall be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours Worked}}{7.5} \times \text{Fixed Daily Rate}$$

2. Travel and Living Expenses

- 2.1. The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Directive, and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". Canada will not pay the Contractor for any incidental expense allowance for authorized travel.
- 2.2. All travel must have the prior authorization of the Contract Authority. All payments are subject to government audit.

ANNEX C - SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat EN578-19-0982
Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine PSPC		2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail To provide expert advice on commercial insurance and its application to large ship capital projects of the Royal Canadian Navy			
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? / L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
<input checked="" type="checkbox"/> Canada	<input type="checkbox"/> NATO / OTAN	<input checked="" type="checkbox"/> Foreign / Étranger	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED





Contract Number / Numéro du contrat EN578-19-0982
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes
 Non Oui
 If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No Yes
 Non Oui
 Short Title(s) of material / Titre(s) abrégé(s) du matériel :
 Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET – SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	Special comments: Commentaires spéciaux :		

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No Yes
 Non Oui
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes
 Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No Yes
 Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No Yes
 Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No Yes
 Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No Yes
 Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No Yes
 Non Oui

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PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(les) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉE			NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
				CONFIDENTIAL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET	
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?
 No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?
 No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat EN578-19-0982
Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Keeton Wilcock	A/Senior Analyst		
Telephone No. - N° de téléphone 613-947-9323	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Keeton.Wilcock@tpsgc-pwgsc.gc.ca	Date 2019-03-07
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	Digitally signed by Fleury, JeanMichel Date: 2019.03.07 14:54:01 -05'00'
		Fleury, JeanMichel	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Jason Kwan	Supply Specialist		
Telephone No. - N° de téléphone 613-947-9339	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Jason.Kwan@pwgsc-tpsgc.gc.ca	Date 2019-03-07
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Joanne Garcia	PO/ISSD		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel joanne.garcia@pwgsc-pwgsc.gc.ca	Date 2019-03-12

ATTACHMENT 1 - BID EVALUATION CRITERIA

3. Instructions

- 3.1. It is recommended that the Bidder include a grid in their proposals, cross-referencing statements of compliance with the supporting data in their proposals. Note: the compliance grid, by and of itself does not constitute demonstrated evidence.
- 3.2. In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- 3.3. 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 the bidders address and present topics in the order of the evaluation criteria under 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.
- 3.4. Definition of Project: A project is a group of activities designed to produce a unique product, service or result. It is temporary in that it has a defined beginning and end in time, and therefore defined scope and resources. Also it is unique in that it is not a routine operation, but a specific set of operations designed to accomplish a singular goal.

4. Mandatory Technical Criteria

- 4.1. Each project summary should include the name, phone number or e-mail of client reference. Canada reserves the right to request and contact Client references to validate information in the proposal.
- 4.2. The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- 4.3. Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria (MT)	
For the purpose of the mandatory technical criteria specified below, the experience of the Bidder will be considered.	
Number	Mandatory Technical Criterion
MTSC 1 Senior Consultant	<p>The bidder must clearly demonstrate that the proposed resource meet the minimum mandatory Education and Experience requirements listed in paragraph 5.1.1 of the Statement of Work.</p> <ul style="list-style-type: none"> • Recognized Risk Management Designation • Education • Experience, the resource should list the projects and their respective value for which the activities listed in MTSC 2 to MTSC 4 inclusive have been conducted within the ten years preceding this bid solicitation's posting date. The Bidder must provide the following information for each of its referenced projects: <ul style="list-style-type: none"> • External client's name (e.g. Department of National Defence, ABC Shipyards); • Project description; • Project's total overall value in CDN\$; • Project's start date (month and year) and end date (month and year; if applicable);

	<ul style="list-style-type: none"> • Description of the bidder’s involvement in the project; and • Value of the bidder’s contract.
MTSC 2 Senior Consultant	The bidder must clearly demonstrate that the proposed resource has led the review of at least 3 marine design and construction insurance programs in the past 10 years and provided opinions on the effectiveness of the program, deductible amounts and costs of product.
MTSC 3 Senior Consultant	The bidder must clearly demonstrate that the proposed resource has led the review of at least 3 marine design and construction insurance options and risk financing methods in the past 10 years with the goal to determine which application may be the most advantageous.
MTSC 4 Senior Consultant	<p>The Bidder must clearly demonstrate that the proposed resource has performed at least 5 of the following tasks on each project referenced against MT1:</p> <ul style="list-style-type: none"> a) Leading the conduct of a gap analysis of risk management programs; b) Providing advice and insight with respect to specialty insurance lines for marine design and construction projects and whether or not other risk financing tools may be more fiscally prudent; c) Providing advice with respect to claims and financial recovery from other parties; d) Providing options and applications of loss control programs; e) Providing any other requirements that may fall within the Risk Management Services; f) Conducting quality assurances on all deliverables; g) Providing direction and approving deliverables prior to submission to clients; h) Providing progress reports to the client; i) Facilitating and maintaining open communication with the client; and j) Making presentations to client representatives.
<p>NOTE:</p> <p>“Referenced projects” are not the actual contracts between the bidder and the client. “Referenced projects” names (and value) of the projects against which the bidder performed the work. For example, Bidder X provided services on the OFSV project. In this example, the OFSV is the “referenced project” and it is valued over \$5M.</p> <p>*For the purpose of this solicitation, an external client is defined as a client that is external to the Bidder’s own organization. Parent companies, affiliates, and subsidiaries are considered internal.</p>	

<p>MTC 1 Consultant</p>	<p>The bidder must clearly demonstrate that the proposed resource meets the minimum mandatory Education and Experience requirements listed in paragraph 5.1.2 of the Statement of Work.</p> <ul style="list-style-type: none"> • Recognized Risk Management Designation • Education • Experience, the resource should list the projects and their respective value for which the activities listed in MTC 2 to MTC 4 inclusive have been conducted within the ten years preceding this bid solicitation’s posting date. The Bidder must provide the following information for each of its referenced projects: <ul style="list-style-type: none"> • External client’s name (e.g. Department of National Defence, ABC Shipyards); • Project description; • Project’s total overall value in CDN\$; • Project’s start date (month and year) and end date (month and year; if applicable); • Description of the bidder’s involvement in the project; and • Value of the bidder’s contract.
<p>MTC 2 Consultant</p>	<p>The bidder must clearly demonstrate that the proposed resource has reviewed insurance portfolios of at least 3 marine design and construction insurance programs in the past 10 years and compare findings against insurance industry standards led the review.</p>
<p>MTC 3 Consultant</p>	<p>The bidder must clearly demonstrate that the proposed resource has prepared various risk financing scenarios of at least 3 marine design and construction insurance options and risk financing methods in the past 10 years and illustrate the application to insurance program in question.</p>
<p>MTC 4 Consultant</p>	<p>The Bidder must clearly demonstrate that the proposed resource has performed at least 3 of the following tasks on each project referenced against MT1:</p> <ol style="list-style-type: none"> a) Reviewing risks and provide methods of risk mitigation and provide a gap analysis; b) Providing clarification of insurance specialty lines and their application on specific projects; c) Reviewing claims processes and review claims settlements; d) Evaluating loss control programs and explain advantages and disadvantages of program application, including the impact on insurance premiums; e) Participating in sessions in order to provide expertise to special projects; f) Preparing reports; presentations and briefing notes.
<p>NOTE: “Referenced projects” are not the actual contracts between the bidder and the client. “Referenced projects” names (and value) of the projects against which the bidder performed the work. For example, Bidder X provided services on the OFSV project. In this example, the OFSV is the “referenced project” and it is valued over \$5M.</p> <p>*For the purpose of this solicitation, an external client is defined as a client that is external to the Bidder’s own organization. Parent companies, affiliates, and subsidiaries are considered internal.</p>	

<p>MTJC 1 Junior Consultant</p>	<p>The bidder must clearly demonstrate that the proposed resource meets the minimum mandatory Education and Experience requirements listed in paragraph 5.1.3 of the Statement of Work.</p> <ul style="list-style-type: none"> • Recognized Risk Management Designation • Education • Experience, the resource should list the projects and their respective value for which the activities listed in MTJC 2. The Bidder must provide the following information for each of its referenced projects: <ul style="list-style-type: none"> • External client's name (e.g. Department of National Defence); • Project description; • Project's total overall value in CDN\$; • Project's start date (month and year) and end date (month and year; if applicable); • Description of the bidder's involvement in the project; and • Value of the bidder's contract
<p>MTJC 2 Junior Consultant</p>	<p>The Bidder must clearly demonstrate that the proposed resource has performed at least 2 of the following tasks on each project referenced against MTJC1:</p> <ol style="list-style-type: none"> a) Collecting and collating qualitative and quantitative data; b) Conducting research; c) Conducting preliminary analyses; d) Compiling background documentation; and e) Providing assistance with the development of briefing notes, presentations, papers and reports.
<p>NOTE: "Referenced projects" are not the actual contracts between the bidder and the client. "Referenced projects" names (and value) of the projects against which the bidder performed the work. For example, Bidder X provided services on the OFSV project. In this example, the OFSV is the "referenced project" and it is valued over \$5M.</p> <p>*For the purpose of this solicitation, an external client is defined as a client that is external to the Bidder's own organization. Parent companies, affiliates, and subsidiaries are considered internal.</p>	

5. Point Rated Technical Criteria

- 5.1. Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.
- 5.2. Experience must be demonstrated and explained in a detailed manner: simply stating the experience has been met will not suffice. Suppliers must provide details regarding their experience including:
 - a) Size, scope, nature and complexity of the work; and
 - b) Program or project dates and duration.
- 5.3. 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.
- 5.4. The following point-rated criteria (i.e. Criteria ID RT1, RT2, RT3 and RT4) will be evaluated using the projects referenced to meet Criteria ID MT1. Any additional projects submitted to meet the following point- rated criteria (i.e. Criteria ID RT1, RT2, RT3 and RT4) will not be considered by Canada.

6. Point Rated Technical Criteria (RT)

6.1. For the purpose of the point-rated technical criteria specified below, the experience of the Bidder, obtained in the projects identified in the mandatory criteria above, will be considered. The Bidder will be awarded points, as specified in the Table below, if it meets a criterion and 0 points if it does not; there are no half-points.

Number	Point Rated Technical Criterion	Point Allocation	MAX Points Obtainable
1	Management of an insurance portfolio for a commercial shipyard, specifically for a military ship design and construction project:		
	(a) Within the last 5 calendar years from the posting of this solicitation.	30	30
	(b) Within the last 10 calendar years from the posting of this solicitation.	20	
2	Management of an insurance portfolio for a commercial shipyard, specifically for a civilian ship design and construction project, such as icebreaker(s)/oil and gas exploration platforms:		
2	(a) Within the last 5 calendar years from posting of this solicitation.	20	20
	(b) Within the last 10 calendar years from posting of this solicitation	15	
3	Management of an insurance portfolio for a commercial shipyard, specifically for a civilian ship design and construction project, such as passenger ships and ferries:		
	(a) Within the last 5 calendar years from the posting of this solicitation.	10	10
	(b) Within the last 10 calendar years from posting of this solicitation.	5	
MAXIMUM NUMBER OF POINTS OBTAINABLE			

7. Financial Evaluation

The Bidder must complete the tables contained within this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid its quoted all-inclusive firm per diem (firm daily rate) (in Canadian \$). For financial evaluation purposes only, the Bidder’s quoted Year 1, Year 2 and Year 3 fixed per diem rates are to be used to populate the financial evaluation table below.

The volumetric data included in this pricing schedule are provided for bid evaluation price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Travel and living expenses are not to be included in the rates quoted. Travel and Living expenses will be charged separately under the contract in accordance with the Basis of Payment at Sub-Article 7.8.1 of Part 7 (Resulting Contract Clauses) of this solicitation.

Contract Period (Years 1, 2 and 3)

Resource Category	Fixed Per Diem Rate Year 1 (in Cdn \$) (A)	Volumetric Data Estimated Level of Effort Year 1 (in days) (B)	Fixed Per Diem Rate Year 2 (in Cdn \$) (C)	Volumetric Data Estimated Level of Effort Year 2 (in days) (D)	Fixed Per Diem Rate Year 3 (in Cdn \$) (E)	Volumetric Data Estimated Level of Effort Year 3 (in days) (F)	Total (in Cdn \$) ((A)*(B)+(C*D)+(E*F))
Project Representative		26		26		26	
Intermediate Project Management Specialist		40		40		40	
Senior Project Management Specialist		40		45		45	
Intermediate Costing Analyst		70		80		80	
Senior Costing Analyst		70		85		85	
TOTAL FOR EVALUATION PURPOSES ONLY							

ATTACHMENT 2 - CONFLICT OF INTEREST DECLARATION CERTIFICATION

The Bidder [*or, after award, "Contractor"*], _____, represents and warrants that:

The Contractor understands that in the course of conducting Work pursuant to this Contract, it will need to provide unbiased, independent advice to Canada, and as such its objectivity in performing the Work cannot be affected or otherwise impaired by relationships with any entity listed at Article 7.16.4 of this Contract.

The Contractor is not in a situation of conflict of interest that will render it unable to provide impartial advice to Canada pursuant to this Contract, or otherwise impair its objectivity in performing work pursuant to this Contract. The Contractor's relationships may be investigated by Canada, as Canada sees fit, and may terminate work under this Contract as a result of negative findings from such investigations.

The Contractor does not have a Type A relationship (as defined in Article 7.16.2 of this Contract) with any of the entities listed at Article 7.16.4 of this Contract.

The Contractor (choose one of the following):

- a. ___ does not have a Type B relationship(s) (as defined in Article 7.16.2 of this Contract) with any of the entities listed at Article 7.16.4 ___ (*Article number to be inserted at RFP*); or,
- b. ___ does have an allowable Type B relationship(s) (as defined in Article 7.16.2 of this Contract) with one or more of the entities listed at Article 7.16.4. The Contractor agrees to adhere to the requirements at Article 7.16.3 in the management of any resulting conflict of interest.

The Contractor has the following Type B relationship(s):

Should the nature of the Contractor's relationship(s) change at any time after submission of this certification, or if Canada adds any new entity to the list provided at Article 7.16.4, the Contractor will immediately disclose a new relationship declaration to Canada by submitting a revised copy of this certification to the Contracting Authority and Requisitioning Authority.

Name (please print)

Signature (I have the authority to bind the Bidder [*or, after award, "Contractor"*])

Title

Date

ATTACHMENT 3 - ELECTRONIC PAYMENT INSTRUMENTS

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

- a) Direct Deposit (Domestic and International);
- b) Electronic Data Interchange (EDI);
- c) Wire Transfer (International Only);

ATTACHMENT 4 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY CERTIFICATION

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

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

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

Complete both A and B.

Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

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

Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed Attachment 4 Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ATTACHMENT 5 – CORPORATE NON-DISCLOSURE AGREEMENT

Contract Serial No: _____

To: Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services (Canada)

_____ recognizes that in the course of our work as a Contractor to Canada, we may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. _____, 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 is not limited to, any documents, instructions, guidelines, drawings, specifications, 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.

We agree and shall instruct our employees that we 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 or to our employees within our company on a need to know basis. We undertake to safeguard the information 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. We 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 may be.

We agree and shall instruct our employees not to alter, remove or obstruct any confidentiality or proprietary notices provided on or in the Information, in whole or in part, and shall reproduce, in full, all such notices and markings in any copies, extracts or other documentation that may contain any Information.

We agree to immediately notify Canada of any breach of this Agreement.

We shall have each of our employees sign an Employee Acknowledgement agreement with our company that acknowledges the terms and obligations contained in this Corporate Non-Disclosure Agreement. We will attach copies of the Employee Acknowledgements as annexes to Corporate Non-Disclosure Agreement.

Nothing in this Agreement shall be construed as preventing the disclosure of any Information to the extent that such Information:

- is or becomes in the public domain through no breach of this Agreement; or
- is or becomes known to us from a source other than Canada, except any source that is known to us to be under an obligation not to disclose the Information.

We may disclose Information where required to do so by law or order of a court of competent jurisdiction, but only to the extent necessary to comply with such law or order and provided that we have provided advance written notice to Canada so that Canada, at its sole discretion, may obtain a protective order or its equivalent. We shall notify the relevant person or entity to whom the Information is to be disclosed of the confidential or proprietary nature of the Information and request that they treat the Information accordingly. Without prejudice, we shall comply with all reasonable requests of Canada relating to such disclosure.

Unless otherwise permitted by the paragraph immediately above, we shall, on the earlier of Canada's written request or the completion or termination of Contract Serial No. _____ return (as Canada may direct) to the Contracting Authority or destroy (as Canada may direct) all of the Information in our possession or under the control of any person to whom such Information may have been disclosed, except the company's legal advisor who may retain one copy of the Information to the extent required to satisfy their professional duties or requirements. "Destroy" includes expunging any information held on computers or other electronic systems, subject to electronic back-up and archival policies in place at the time of receipt of the request.

We are liable for any damages, costs, losses and expense arising from a breach of this Agreement caused by our company, its employees and representatives.

The provisions of this Agreement shall survive the termination of this Agreement and/or any return or destruction of Information and/or the termination or the completion of Contract Serial No.: _____.

This Agreement and the confidentiality obligations imposed hereunder shall terminate ten (10) years after completion of Contract Serial No.: _____.

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Province of Ontario.

Full corporate (legal) name

I have authority to bind the Company

Printed Name: _____

Signature: _____

Date: _____

Company Security Officer:

Printed Name: _____

Signature: _____

Date: _____
