



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

**Bid Receiving - PWGSC / Réception des
soumissions – TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage , Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet Expert Technical Advisor	
Solicitation No. - N° de l'invitation T8010-190044/A	Date 2019-07-18
Client Reference No. - N° de référence du client T8010-190044	
GETS Reference No. - N° de référence de SEAG PW-\$\$MB-004-27404	
File No. - N° de dossier 004mb.T8010-190044	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-08-29	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Chauvin, Lorraine	Buyer Id - Id de l'acheteur 004mb
Telephone No. - N° de téléphone (873) 469-3856 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF TRANSPORT 330 SPARKS ST., 19TH FLOOR PLACE DE VILLE, TOWER C OTTAWA Ontario K1A0N5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Marine Chartering Services Directorate/Direction des
services d'affrètements maritime

11 Laurier St./ 11, rue Laurier

Place du Portage, Phase III, 6C2

Gatineau

Quebec

K1A 0S5

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Del. Offered Liv. offerte
1	Engage an external technical advisor to assist TC with the procurement and construction of two ferry vessels to replace the MV Madeleine & MV Holiday Island - FY 2019-2020	T8010	T8010	1	Each	\$	\$		See Herein

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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 include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form and any other annexes.

1.2 Summary

- 1.2.1 Transport Canada (TC) requires the services of an external technical marine advisor to provide expert advice and technical oversight to TC throughout the project leading to and including the construction of two new ferry vessels from a qualified Canadian shipyard, Chantier Davie Canada Inc. (Chantier Davie), of Lévis, Québec. The Work will encompass:
 - (a) Phase 1: developing technical statements of requirements for the vessels, providing technical advice and supporting procurement processes for vessel design and construction,
 - (b) Phase 2: overseeing vessel constructions at Chantier Davie in Lévis, Québec, until sea trials are completed, and
 - (c) Phase 3: providing technical advice and support during the warranty period following delivery of each vessel.

Phase 1 of the project should span a period of two years. Phase 2 should last approximately four years and Phase 3 should add another year after the delivery of the second vessel.

Phase 2 of the project is optional and contingent upon the success of Phase 1, including signature of a contract between the Government of Canada and Chantier Davie for the construction of the vessels. This option must be exercised formally by Canada.

Phase 3 of the project is also an option which must be formally exercised by Canada. Phase 3 is a direct continuance of Phase 2, for Contractor to provide support during the warranty period following the delivery of the last vessel.

- 1.2.2 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 of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.3 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.4 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.
- 1.2.5 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.

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.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.1.1 Amendment to Standard Instructions:

The Standard Instructions are amended by:

- a) Subsection 5.4:

Delete: 60 days
Insert: 180 days

- b) Section 13 is replaced by:

13 Communications with the Government of Canada - solicitation period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation.

To ensure consistency and quality of information provided to bidders, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS). For further information, consult subsection 3 of the Submission of bids section.

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

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.

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. The Bidder should use the Form Provided as Appendix "1" of Schedule C.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Enquiries must be addressed to:

From 22 July to 9 August 2019: Lorraine Chauvin, Email: Lorraine.Chaudin@tpsgc-pwgsc.gc.ca

From 12 to 16 August 2019: Cynthia Sutton, Email: Cynthia.Sutton@tpsgc-pwgsc.gc.ca

From 19 August 2019 onward: Yves Lortie, Email: Yves.Lortie@tpsgc-pwgsc.gc.ca

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

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

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File No. - N° du dossier
004mb.T8010-190044

Buyer ID - Id de l'acheteur
004mb
CCC No./N° CCC - FMS No./N° VME

2.7 Basis for Contractor's Ownership of Intellectual Property

The Department of Transport Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to the Contractor.

The 4006 (2010-08-16) - Contractor to Own Intellectual Property Rights in Foreground Information, is incorporated by reference into and form part of the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- (a) 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. 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

- (b) 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 (three hard copies and two soft copies on either CD, DVD or USB key)

Section II: Financial Bid (one hard copy)

Section III: Certifications (two hard copies and two soft copies on either CD, DVD or USB key)

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.

- (c) 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.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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

- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (ii) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.2 Section I: Technical Bid

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

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

The technical bid consists of the following:

- (a) **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

SECURITY INFORMATION	
Name of individual as it appears on security clearance application form	
Level of security clearance obtained	
Validity period of security clearance obtained	
Security Screening Certificate and Briefing Form file number	

If the Bidder has not included the security information in its bid, the Contracting Authority will provide an opportunity to the Bidder to submit the security information.

- (b) **Substantiation of Technical Compliance:**
- (i) **Mandatory Technical Criteria:** The substantiation must not simply be a repetition of the requirement(s), but must detail how the Bidder meets the requirements and identify where the substantiation is to be found in the bid (e.g. CVs).
 - (ii) **Rated Technical Criteria:** The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or resources comply is not sufficient.
- (c) **Project Management Plan:** Bidders must submit the schedules, charts and plans, projects detailed in Schedule A.
- (d) **Reference Projects:** Where the bid must include a description of reference projects, a project must have been completed by the Bidder itself and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder.

For project submitted in response the a Mandatory Technical Criteria, if the quantity of project submitted exceed the amount stipulated in the criteria, the project will be evaluated in the order they were submitted and any extraneous projects will not be evaluated.

- (e) **For Proposed Resources:** The technical bid must include CVs for the proposed Core Project Team (CPT) resources. Only one resource is to be proposed for each Core Project Team (CPT) role. If the

quantity of CPT resources proposed per role exceeds the number stipulated, the CPT resources proposed will be evaluated in the order they were submitted and any extraneous CPT resources proposed will not be evaluated. The same individual must not be proposed for more than one resource category. With respect to all proposed resources:

- (i) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications, subsection 5.2.3).
- (ii) For educational requirements for a particular degree, designation or certificate, PWGSC will only consider educational programs that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder is requested to provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC). If the Bidder has not included the copy of the results in its bid, the Contracting Authority will provide an opportunity to the Bidder to submit it during the evaluation period. If the Bidder has not submitted the copy of the results within 2 working days of the request by the Contracting Authority, its bid will be declared non-responsive.
- (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder is requested to provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC). If the Bidder has not included the copy of the results in its bid, the Contracting Authority will provide an opportunity to the Bidder to submit it during the evaluation period. If the Bidder has not submitted the copy of the results within 2 working days of the request by the Contracting Authority, its bid will be declared non-responsive.
- (iv) For work experience, PWGSC will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution.
- (v) For any requirements that specify a particular time period (e.g., 2 years) of work experience, PWGSC will disregard any information about experience if the technical bid 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.
- (vi) For work experience to be considered by Canada, the technical bid 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 qualification requirements, 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.

(f) **Customer Reference Contact Information:**

- (i) The Bidder is requested to provide customer references. The customer reference will be requested to confirm, if requested by PWGSC, the facts identified in the Bidder's bid.
- (ii) For each customer reference, the Bidder should provide the name and either the telephone number or e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.

Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

- (g) **Corporate Profile:** The Bidder is requested to provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf. The Bidder is requested to provide a brief description of its size, corporate structure, years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.

3.3 Section II: Financial Bid

3.3.1 Pricing

Bidders must submit their financial bid in accordance with the Pricing Schedule provided in Schedule B. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, bidders must include a single, firm, all-inclusive per diem rate quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

3.3.2 Volumetric Data

The estimated number of resources required per resource category or their estimated number of work days has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.

3.4 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Schedule C, Appendix "2" - Electronic Payment Instruments, to identify which ones are accepted.

If Appendix "2" 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.

3.5 Section III: Certifications

Bidders must submit the other required certifications and additional information required under Part 5. Forms are provided in Schedule C, if applicable.

3.6 Cost Evaluation and Contractor Selection Methodology

Cost Evaluation and Contractor Selection Methodology are described in RFP Part 4.

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3.7 Joint Ventures

- 3.7.1 A joint venture is authorized by Canada, as provided for in the Standard Instructions 2003 (2019-03-04) that form part of the bid solicitation.
- 3.7.2 If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

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.
- (a) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - (A) verify any or all information provided by the Bidder in its bid; or
 - (B) contact any or all references supplied by the Bidder (e.g., references named in the CVs of individual resources) to verify and validate any information submitted by the Bidder,the Bidder must provide the information requested by Canada within two working days of a request by the Contracting Authority.
 - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.1.1 Technical Evaluation

Mandatory and Rated Technical Evaluation Criteria are included in Schedule A.

Mandatory Technical Evaluation

- (a) Bids will first be evaluated against the Mandatory Technical Criteria found in Schedule A. Any proposal that does not meet a Mandatory Technical Criteria will be declared non-compliant.

Rated Technical Evaluation

- (a) Bids that meet all the Mandatory Technical Criteria will next be evaluated against the Rated Technical Criteria set out in Schedule A. The Rated Technical Criteria will be rated in accordance with the scoring described for each criterion.
- (b) Any Bid receiving a score of less than the minimum weighted score for the Rated Technical Evaluation Criteria, which is listed at Table 1 of Schedule A, will be declared non-compliant.
- (c) Number of Resources Evaluated:
Only proposed CPT resources will be evaluated as part of this bid solicitation.

Supplemental Project Resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 – Resulting Contract Clauses, the Article titled “Task Authorization”. When

a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource or resources to satisfy the specific requirement based on the TA Form's Statement of Work. The proposed resource will then be assessed against the criteria identified in the Contract's Statement of Work and relevant appendices.

Bidders must ensure that their Bid includes sufficient information to allow evaluation of the Rated Technical Criteria. In order to facilitate the evaluation of the Technical Bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings.

With respect to the Rated Technical Criteria described in Schedule A, if the evaluation team determines that all of the bids submitted have failed to comply with the same sub-sub-criteria i.e. R2a.1 within a particular Rated Technical sub-criteria i.e. R2a, Canada may but is not required to, in its sole, absolute and unfettered discretion, remove that particular sub-sub-criteria for all Bidders and the scoring will be adjusted. The weighting for the sub-criteria will remain the same.

For greater certainty, Canada will not, under any circumstances, waive compliance with any Mandatory Technical Criteria M1 to M6 described in Schedule A.

Bids that are deemed non-compliant will not be considered further and evaluation of the Financial Bid will not be completed.

Reference Checks:

In conducting its evaluation, the Contracting Authority may, but will have no obligation to, conduct reference checks to be used to verify and validate the Bidder's Bid.

4.1.2 Financial Evaluation

Following completion of the Technical Evaluation, the Bidder's Financial Bid will then be evaluated in terms of the rates proposed in accordance with the requirements of the Statement of Work attached as Annex "A" to RFP Section 7 - Resulting Contract Clauses.

The resources for which Canada requires a per diem rate are listed in Schedule B. The level of effort in number of months or days is for overall price estimation and evaluation of bids. It is based on Transport Canada's estimates over the next seven years and does not represent a commitment on the part of Canada.

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

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation; and
 - b) meet all mandatory criteria; and
 - c) obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.

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. 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 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
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.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (100).

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

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rating	84.18	73.15	77.70
Overall Rating	1st	3rd	2nd

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 Integrity declaration form available on the Forms for the Integrity Regime 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 specified 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>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<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" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex 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. The form is provided at Schedule C, Appendix "3".

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive. The form is provided at Schedule C, Appendix "4".

5.2.3.2 Education and Experience

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

5.2.3.3 Submission of Only One Bid

By submitting a bid, the Bidder is certifying that it does not consider itself to be related to any other bidder, nor to the selected Canadian shipyard.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements – Canadian Bidders/Contractors

- 6.1.1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services (PWGSC).
- 6.1.2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP/ISS/PWGSC.
- 6.1.3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 6.1.4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP/ISS/PWGSC.
- 6.1.5. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex 'E';
 - b) *Industrial Security Manual* (Latest Edition).

6.2 Security Requirements – Foreign Bidders/Contractors

- 6.2.1. The Foreign recipient Contractor must be from a Country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral security instrument. The Contract Security Program (CSP) has international bilateral security instruments with the countries listed on the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html>.
- 6.2.2. The Foreign recipient Contractor must, at all times during the performance of the contract/subcontract, hold an equivalence to a valid Designated Organization Screening (DOS), issued by the Canadian DSA as follows:
 - i. The Foreign recipient Contractor must provide proof that they are incorporated or authorized to do business in their jurisdiction.
 - ii. The Foreign recipient Contractor must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient Contractor in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
 - iii. The Foreign recipient Contractor must identify an authorized Contract Security Officer (CSO) and an Alternate Contract Security Officer (ACSO) (if applicable) to be responsible for the overseeing of the security requirements, as defined in this contract. This individual will be appointed by the proponent foreign recipient Contractor's Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.

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- iv. The Foreign recipient Contractor must not permit access to CANADA PROTECTED A a information/assets, except to its personnel subject to the following conditions:
- a. Personnel have a need-to-know for the performance of the contract;
 - b. Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization in their country as well as a Background Verification, validated by the Canadian DSA;
 - c. The Foreign recipient Contractor must ensure that personnel provide consent to share results of the Criminal Record and Background Checks with the Canadian DSA and other Canadian Government Officials, if requested; and
 - d. The Government of Canada reserves the right to deny access to CANADA PROTECTED information/assets to a foreign recipient Contractor for cause.
- 6.2.3. CANADA PROTECTED information/assets provided or generated pursuant to this contract must not be further provided to a third party Foreign recipient Subcontractor unless:
- a. written assurance is obtained from the Canadian DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to CANADA PROTECTED information/assets by the Canadian DSA; and
 - b. written consent is obtained from the Canadian DSA, if the third-party Foreign recipient Subcontractor is located in a third country.
- 6.2.4. The Foreign recipient Contractor MUST NOT remove CANADA PROTECTED information/assets from the identified work site(s), and the foreign recipient Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 6.2.5. The Foreign recipient Contractor must not use the CANADA PROTECTED information/assets for any purpose other than for the performance of the contract without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
- 6.2.6. The Foreign recipient Contractor must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets pursuant to this contract has been compromised.
- 6.2.7. The Foreign recipient Contractor must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets accessed by the Foreign recipient Contractor, pursuant this contract, have been lost or disclosed to unauthorized persons.
- 6.2.8. The Foreign recipient Contractor must not disclose CANADA PROTECTED information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent must be sought through the Canadian DSA.
- 6.2.9. The foreign recipient Contractor requiring access to CANADA PROTECTED A information/assets, under this contract, must submit a Request for Site Access to the Departmental Security Officer of Transport Canada.
- 6.2.10. In the event that a Foreign recipient Contractor is chosen as a supplier for this contract, subsequent country-specific foreign security requirement clauses must be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

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T8010-190044

Amd. No. - N° de la modif.
File No. - N° du dossier
004mb.T8010-190044

Buyer ID - Id de l'acheteur
004mb
CCC No./N° CCC - FMS No./N° VME

- 6.2.11. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.
- 6.2.12. The Foreign recipient Contractor must comply with the provisions of the Security Requirements Check List attached at Annex 'E'.
- 6.2.13. Canada has the right to reject any request to electronically access, process, produce, transmit or store CANADA PROTECTED information/assets related to the Work in any other country if there is any reason to be concerned about the security, privacy, or integrity of the information.

6.3 Financial Capability

SACC Manual clause **A9033T** (2012-07-16), Financial Capability

6.4 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Part 7, Resulting Contract Clauses.

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's proposed Project Management Plan included in its bid entitled _____, dated _____.

7.1.1 Optional Services

The Contractor grants to Canada the irrevocable option to acquire the services required to deliver Phase 2 and Phase 3 as described in the Statement of Work at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

Phase 2 of the project is contingent upon the success of Phase 1, including signature of a contract between the Government of Canada and Chantier Davie for the construction of the vessels. To acquire these services, an option must be exercised formally by Canada.

Phase 3 of the project is a direct continuance of Phase 2, for Contractor to provide support during the warranty period following the delivery the last vessel. To acquire these services an option must be exercised formally by Canada.

7.1.2 Task Authorization

7.1.2.1 Task Authorizations (TA)

The Work or a portion of 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.

7.1.1.2 Task Authorizations derived from the Project Management Plan (PMP)

- a) In its bid, the Contractor submitted a PMP and Master Project Schedule (MPS) which demonstrates how the Contractor will perform the Work activities and submit deliverables within the project timelines. The PMP and MPS will form the basis of Task Authorizations for the known Work activities in terms of work items, resources, timelines, deliverables and ceiling price.
- b) The Contractor and Canada will initiate the first Task Authorization(s) for the start of the work, including holding the Project Initiation Meeting (PIM).

7.1.1.3 Task Authorization Process

- a) For each TA or revision of a previously authorized TA, the Project Authority will provide the Contractor with a request to perform a Work activity, containing, as a minimum, the task or revised task description of the Work required, including:

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- the details of the Work activities or revised Work activities to be performed;
 - a description of the deliverables or revised deliverables to be submitted; and
 - a schedule or revised schedule indicating completion dates for the major Work activities or submission dates for the deliverables, or both, as applicable;
- b) Within five calendar days of its receipt of the request, the Contractor must provide the Project and Contracting Authorities with a signed and dated response prepared and submitted using Annex C, Task Authorization Form, containing as a minimum:
- the total estimated cost proposed for performing the task or, as applicable, revised task;
 - a breakdown of that cost in accordance with Annex B, Basis of Payment; and
 - for each resource proposed by the Contractor for the performance of the Work required:
 - the name of the proposed resource;
 - the resume of the proposed resource;
 - a demonstration that the proposed resource meets the qualification and experience requirements of SOW Appendix D; and
 - a demonstration that the proposed resource meets the Contract security requirements.
- c) Once the proposal is approved by the Project and Contracting Authorities (PA and CA), the form provided at Annex C must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the Work as described in the TA. The total estimated cost becomes a ceiling price for this TA.
- d) The Contractor must not commence work until a TA authorized by the CA 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.
- e) The Contractor must not proceed with any additional work without the written authorization of the CA, in the form of an amended TA. Any work performed without the CA's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

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 and is amended as follows:

Delete: Section 8 Replacement of Specific Individuals, in its entirety; and
Delete: section 24 Liability, in its entirety.

7.2.2 Supplemental General Conditions

4006 (2010-08-16) - Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.2.3 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.2.4 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

Core Project Team Resource	Contractor Named Individual:
1. Project Manager	<i>(complete at Contract award)</i>
2. Senior Naval Architect Engineer	<i>(complete at Contract award)</i>
3. Senior Marine Engineer	<i>(complete at Contract award)</i>

7.2.5 Non-Disclosure Agreement

Within 5 days of Contract award or any other delay specified by the CA, the Contractor must provide a completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work. The Contractor must also ensure that its subcontractors are bound by the same provisions.

7.3 Security Requirements – Canadian Contractor

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

- 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), issued by the Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services (PWGSC).
- 7.3.2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP/ISS/PWGSC.
- 7.3.3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 7.3.4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP/ISS/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 'E';
 - b) *Industrial Security Manual* (Latest Edition).

OR

7.3 Security Requirements – Foreign Contractor

- 7.3.1. The Foreign recipient Contractor must be from a Country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral security instrument. The Contract Security Program (CSP) has international bilateral security instruments with the countries listed on the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html>.
- 7.3.2. The Foreign recipient Contractor must, at all times during the performance of the contract/subcontract, hold an equivalence to a valid Designated Organization Screening (DOS), issued by the Canadian DSA as follows:
- i. The Foreign recipient Contractor must provide proof that they are incorporated or authorized to do business in their jurisdiction.
 - ii. The Foreign recipient Contractor must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient Contractor in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
 - iii. The Foreign recipient Contractor must identify an authorized Contract Security Officer (CSO) and an Alternate Contract Security Officer (ACSO) (if applicable) to be responsible for the overseeing of the security requirements, as defined in this contract. This individual will be appointed by the proponent foreign recipient Contractor's Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.
 - iv. The Foreign recipient Contractor must not permit access to CANADA PROTECTED A a information/assets, except to its personnel subject to the following conditions:
 - a. Personnel have a need-to-know for the performance of the contract;
 - b. Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization in their country as well as a Background Verification, validated by the Canadian DSA;
 - c. The Foreign recipient Contractor must ensure that personnel provide consent to share results of the Criminal Record and Background Checks with the Canadian DSA and other Canadian Government Officials, if requested; and
 - d. The Government of Canada reserves the right to deny access to CANADA PROTECTED information/assets to a foreign recipient Contractor for cause.
- 7.3.3. CANADA PROTECTED information/assets provided or generated pursuant to this contract must not be further provided to a third party Foreign recipient Subcontractor unless:
- a. written assurance is obtained from the Canadian DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to CANADA PROTECTED information/assets by the Canadian DSA; and
 - b. written consent is obtained from the Canadian DSA, if the third-party Foreign recipient Subcontractor is located in a third country.

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- 7.3.4. The Foreign recipient Contractor MUST NOT remove CANADA PROTECTED information/assets from the identified work site(s), and the foreign recipient Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 7.3.5. The Foreign recipient Contractor must not use the CANADA PROTECTED information/assets for any purpose other than for the performance of the contract without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
- 7.3.6. The Foreign recipient Contractor must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets pursuant to this contract has been compromised.
- 7.3.7. The Foreign recipient Contractor must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets accessed by the Foreign recipient Contractor, pursuant this contract, have been lost or disclosed to unauthorized persons.
- 7.3.8. The Foreign recipient Contractor must not disclose CANADA PROTECTED information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent must be sought through the Canadian DSA.
- 7.3.9. The foreign recipient Contractor requiring access to CANADA PROTECTED A information/assets, under this contract, must submit a Request for Site Access to the Departmental Security Officer of Transport Canada.
- 7.3.10. In the event that a Foreign recipient Contractor is chosen as a supplier for this contract, subsequent country-specific foreign security requirement clauses must be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.
- 7.3.11. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.
- 7.3.12. The Foreign recipient Contractor must comply with the provisions of the Security Requirements Check List attached at Annex 'E'.
- 7.3.13. Canada has the right to reject any request to electronically access, process, produce, transmit or store CANADA PROTECTED information/assets related to the Work in any other country if there is any reason to be concerned about the security, privacy, or integrity of the information.

7.4 Period of the Contract

The period of the Contract is from date of Contract award to _____ (*date to be inserted at Contract award*). The Contract period for Phase 2 and 3 will be determined upon the exercise of the each option.

7.4.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five additional one year periods 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.

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Client Ref. No. - N° de réf. du client
T8010-190044

Amd. No. - N° de la modif.
File No. - N° du dossier
004mb.T8010-190044

Buyer ID - Id de l'acheteur
004mb
CCC No./N° CCC - FMS No./N° VME

Canada may exercise this option at any time by sending a written notice to the Contractor. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Location of the Work – Phase 2

In support of the requirements for Phase 2, Canada will secure office space for government and Contractor personnel at the selected shipyard, for the entire duration of the construction of the new ferry vessels.

7.6 Authorities

7.6.1 Contracting Authority (CA)

The CA for the Contract is:

Name: _____

Title: _____

Public Works and Government Services Canada
(operating under the name Public Services and Procurement Canada)
Acquisitions Program, Defence and Marine Procurement Branch
Marine Services and Small Vessels Sector
11 Laurier Street
Gatineau, QC K1A 0S5
Canada

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

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.

7.6.2 Project Authority (PA)

The PA for the Contract is:

Name: _____

Title: _____

Transport Canada
Programs Group, Air and Marine Programs
330 Sparks Street
Ottawa, Ontario K1A 0N5
Canada

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

In its absence, the Project Authority is:

Solicitation No. - N° de l'invitation
T8010-190044/A
Client Ref. No. - N° de réf. du client
T8010-190044

Amd. No. - N° de la modif.
File No. - N° du dossier
004mb.T8010-190044

Buyer ID - Id de l'acheteur
004mb
CCC No./N° CCC - FMS No./N° VME

Name: _____
Title: _____
Transport Canada
Programs Group, Air and Marine Programs
330 Sparks Street
Ottawa, Ontario K1A 0N5
Canada

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

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

7.6.3 Contractor's Representative

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

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

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.

7.7.1 SACC Manual Clauses

A3025T (2014-06-26), Former Public Servant - Competitive Bid

7.8 Payment

7.8.1 Basis of Payment

7.8.1.1 The Contractor will be paid for the Work, in accordance with the Basis of payment at Annex B.

7.8.1.2 During Phase 1 and Phase 2, the Contractor will be paid a fixed firm monthly price for the provision of a Core Project Team (CPT). All other resources will subject to a Task Authorization. During Phase 3, all Work will be subject to a Task Authorization.

7.8.1.3 Canada's liability to the Contractor under any authorized TA must not exceed the ceiling price specified in the authorized TA. Custom duties are included and Applicable Taxes are extra.

7.8.1.4 No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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.

7.8.1.5 **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

7.8.1.6 **Contractor's Firm Per Diem Rates:** The Contractor agrees that the rates set out in Annex B remain firm throughout the Contract Period, except as may be provided for in the express terms of the contract. In reference to Article 18(1) of SACC General Conditions 2035, the Contractor acknowledges that its obligation to provide services in accordance with the firm rates set out in Annex B is unaffected by the application of any existing law or any new law which may come into effect during the Contract Period.

7.8.1.7 **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the general conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

7.8.2 Limitation of Expenditure

7.8.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.

7.8.2.2 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% committed, or
- b) four 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 and by the CPT, inclusive of any revisions,

whichever comes first.

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

7.8.3 Method of Payment – Progress Payment

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, if:

- a) an accurate and complete claim for payment using the Claim for Progress Payment provided at Appendix B-1, 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 Annex “B”, Basis of Payment;
- c) all certificates appearing on the claim have been signed by the respective authorized representatives.

7.8.3.2 Any minor errors or omissions in the monthly claim will be adjusted in the subsequent monthly claim.

7.8.3.3 Progress payments for Task Authorization items are subject to a holdback of 10%. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion, delivery and acceptance of the Work, and a final claim for the completed task is submitted.

7.8.3.4 Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the right to make adjustments to payments under 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 (to be updated at contract award)

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

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

7.8.5 Liens - Section 427 of the Bank Act

7.8.5.1 If any lien under section 427 of the *Bank Act*, S.C.. 1991, c. 46, exists in respect to any materials, parts, work-in-process, or finished work for which the Contractor intends to claim payment, the Contractor agrees to inform the Contracting Authority without delay and agrees, unless instructed otherwise by the Contracting Authority, either:

- a) to cause the bank to remove such lien and to provide the Contracting Authority with written confirmation from the bank; or,
- b) to provide to the Contracting Authority an undertaking from the bank that the bank will not make any claim under section 427 of the *Bank Act* on materials, parts, work-in-process, or finished work in respect of which payment is made to the Contractor under the Contract.

7.8.5.2 Failure to inform the Contracting Authority of such lien or failure to implement paragraph 1(a) or (b) above will constitute default under the default section of the general conditions and will entitle Canada to terminate the Contract.

7.8.6 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.

7.8.7 Discretionary Audit

7.8.7.1 The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
- d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

7.8.7.2 Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.9 Limitation of Price

Canada will not pay the Contractor for any changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority.

7.10 Invoicing Instructions – Progress Payments

7.10.1 The Contractor must submit a claim for payment using the Claim for Progress Payment form attached at Appendix B-1. An electronic soft copy of the claim (excel format) must be forwarded to the PA and the CA. Hard copies, if requested by the PA or the CA, will be provided by email, on CD-ROM or memory stick.

7.10.2 Each claim must be supported by:

- a) a copy of time reports as produced by the Contractor's time recording system to support the time claimed;

b) a copy of the invoices, receipt, vouchers for all direct expenses, travel and living expenses.

7.10.3 All applicable taxes must be calculated on the total amount of the claim.

7.10.4 The Contractor must prepare and certify one original of the Claim for Progress Payment, and forward it by email to the Contracting and Project Authorities identified under the section entitled "Authorities" of the Contract.

7.10.5 The Contractor must not submit Claims for Progress Payment where the claimed hours have not been worked or costs have not been incurred.

7.11 Certifications and Additional Information

7.11.1 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.

7.11.2 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.

7.12 Applicable Laws

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

7.13 Priority of Documents

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

- a) the Articles of Agreement;
- b) the supplemental general conditions 4006 (2010-08-16);
- c) the general conditions 2035 (2018-06-21);
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex E, Security Requirements Check List
- g) Annex D, Non-Disclosure Agreement
- h) the signed Task Authorizations (including all of its annexes, if any);
- i) the Contractor's bid dated _____.
- i) any other annex.

7.14 Foreign Nationals (Canadian Contractor *OR* Foreign Contractor)

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

OR

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

7.15 Limitation of Liability

- 7.15.1 This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
- 7.15.2 Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to Contract value. This limitation of the Contractor's liability does not apply to:
- a) any infringement of intellectual property rights; or
 - b) any breach of warranty obligations.
- 7.15.3 Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

7.16 Insurance Requirements

- 7.16.1 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.
- 7.16.2 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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) Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

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

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

7.17 Contract Financial Security

Pursuant to the Financial Capability assessment of RFP Part 6, Article 2, the appropriate clause(s) will be inserted in the final contract.

7.18 Joint Venture Contractor

Specific provisions that apply to the Joint Venture or to each of the members will be inserted in the final contract, if applicable.

7.19 Professional Services – General

- 7.19.1 The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- 7.19.2 If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Project Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- 7.19.3 In General Conditions 2035, the Article titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

- (i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of having this knowledge, the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
- (A) the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - (B) security information on the proposed replacement as specified by Canada, if applicable.
- The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
- (ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
- (A) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract in whole or in part for default under the Article titled "Default of the Contractor", or
 - (B) assess the information provided under 19.3 (i) above or, if it has not yet been provided, require the Contractor to propose a replacement to be rated by the Project Authority. The replacement must have qualifications and experience that are similar or exceed those obtained for the original resource and be acceptable to

Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this sub-article 19.3.

Where an Excusable Delay applies, Canada may require 19.3 (ii) (B) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for Canada) being performed by the Contractor or any of its affiliates.

- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that an original or replacement resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order a resource to stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- (iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.20 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- (a) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as Contractor Representatives prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- (b) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- (c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- (d) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.

In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

ANNEX "A"

STATEMENT OF WORK

EXTERNAL ADVISOR TO SUPPORT THE PROCUREMENT OF TWO NEW FERRY VESSELS

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Schedule of Appendices

Appendix A – List of Work Activities

Appendix B – Description of the existing vessels and the services they provide

Appendix C – Materials provided by Transport Canada

Appendix D – Qualifications of Professional Resources

Glossary of Key Acronyms

CA	Contracting Authority
CPT	Core Project Team
LCCA	Life-cycle Cost Analysis
PA	Project Authority
PIM	Project Initiation Meeting
PMO	Project Management Office
PMP	Project Management Plan
PPR	Project Progress Report
PRM	Project Review Meeting
PSPC	Public Services and Procurement Canada
ROPAX	Roll-on Roll-off Passenger
RMP	Risk Management Plan
SOW	Statement of Work
TC	Transport Canada
TSOR	Technical Statement of Requirements

1 Background

- 1.1 Under the Ferry Service Contribution Program, Transport Canada (TC) provides funding to support the private operator delivery of three inter-provincial ferry services in Atlantic Canada and Eastern Quebec, including service between: (i) Îles-de-la-Madeleine, Quebec (QC) and Souris, Prince Edward Island (PEI); (ii) Wood Islands, PEI and Caribou, Nova Scotia (NS); and (iii) Saint John, New Brunswick (NB) and Digby, (NS).
- 1.2 TC's current fleet of vessels is comprised of: (i) the *MV Madeleine*, which is used to provide service between Îles-de-la-Madeleine and Souris; (ii) the *MV Holiday Island*, one of two vessels used to provide service between Wood Islands and Caribou; (iii) the *MV Confederation*, one of two vessels used to provide service on the Wood Islands – Caribou route; and (iv) the *MV Fundy Rose* which is used to provide service between Saint John and Digby.
- 1.3 The *MV Madeleine* is 38 years old and the *MV Holiday Island* is 48 years old. Both vessels are nearing the end of their service lives and need to be replaced. As outlined in a May 22, 2019, Advance Contract Award Notice [T8010-190040/A], the Government of Canada intends to enter into contract negotiations with Chantier Davie Canada Inc. for the construction of two new Roll-on Roll-off Passenger (ROPAX) ferry vessels for TC. TC is seeking to engage a team of external technical marine advisors to support the procurement of the two new vessels.

2 Overview of Ferry Services that Require New Vessels

- 2.1 The crossing between Îles de-la-Madeleine and Souris is approximately 79 nautical miles, and requires approximately 5 hours to complete. The service operates on a year round basis and completes approximately 300 round-trip sailings per year. During peak season (July to September) there are 13 planned round-trip sailings per week. The *MV Madeleine* services the route for the majority of the operating season (approximately 10 months of the year). Currently an ice-class vessel is chartered to provide ferry service during the winter months when ice is present in the waters of the Gulf of St. Lawrence. The vessel that will be constructed to replace the *MV Madeleine* must be capable of providing a year round service for this ferry route (i.e., 1A Super according to Finnish-Swedish standards).
- 2.2 The ferry crossing route between Wood Islands and Caribou is approximately 12 nautical miles, and requires approximately 80 minutes to complete using the existing vessels.

The service operates from May through December using two vessels: the *MV Holiday Island* and the *MV Confederation*. During the 8 month operational period from May 1 to mid-December, the service completes approximately 1450 round-trip sailings. As part of this two-vessel service, the *MV Holiday Island* completes approximately one-half of the trips. During peak season (July to September) there are 63 planned round-trip sailings per week on this route.

- 2.3 With regard to the new vessels, TC is seeking: (i) a single ice-strengthened roll-on roll-off passenger (ROPAX) vessel to replace the *MV Madeleine*; and (ii) a largely identical non-ice-class ROPAX vessel to replace the *MV Holiday Island*. The two new vessels are expected to improve the reliability and quality of service, to operate within the physical and operational limitations of existing terminals, and provide interoperability to the greatest extent possible.
- 2.4 A description of the existing vessels, harbour characteristics and other key information is provided in Appendix B.

3 Description of the Work

- 3.1 TC requires the services of a team of external technical marine advisors with expertise in naval architecture, including vessel design and construction, marine engineering, marine propulsion and other systems, build contracts, technical project oversight, sea trials and other Work that will be required to build the new vessels and bring them into service.
- 3.2 The team of external technical marine advisors (herein referred as the Contractor) will provide technical project management expertise of this project, including expert marine architecture and engineering services, expert advice and technical oversight throughout the project leading to and including the construction of two new ferry vessels from a qualified Canadian shipyard.
- 3.3 The Contractor must provide a Core Project Team (CPT) of resources to perform the Work, who will start working with TC upon Contract award. Additional information with regard to the composition of the CPT is provided in Section 6 of this document.
- 3.4 The Contractor must also provide, on an "as-and-when-requested" basis, professional services to be performed by the Supplemental Project Resources detailed under Section 7. These services can only be authorized using a Task Authorisation. The process is detailed in the Articles of Agreements.

4 Project Scope

4.1 General

4.1.1 The project lifecycle is separated into 3 distinct phases: (i) pre-vessel construction activities, including developing a Technical Statement of Requirements (TSOR) and supporting contracting negotiations; (ii) overseeing and supporting construction of the two new vessels and delivery to their home ports; and (iii) advice and support during the warranty period. Phase 2 and Phase 3 of the project are contingent upon TC's acceptance of all Work completed in Phase 1, the award of a contract by Canada to the Canadian shipyard selected to build the two new vessels, and the option being formally exercised in accordance with the Contract.

4.1.2 This SOW is structured to support the three phases of the project described above. Phase 1 of the project is expected to begin in August/September 2019 and be completed within two years of Contract award. Phase 2 (if exercised) is expected to span 4 years or until the delivery of both vessels to their respective operational locations in Canada. Phase 3 (if exercised) is expected to span a period of 12-24 months following the delivery of the last vessel to its home port.

4.2 Phase 1 – Pre-Vessel Construction Activities

During Phase 1, the Contractor must support all pre-vessel construction activities, including developing performance and technical specifications, preparing TSOR(s) for the new vessels, and reviewing concept or preliminary designs provided by the Canadian shipyard. In addition, the Contractor is expected to provide support for the negotiation of two (2) separate contracts between Canada and the selected shipyard related to:

- i) developing preliminary and contract designs for each proposed vessel; and
- ii) building and commissioning the two vessels.

This Work includes preparing a Statement of Requirements (SOR) and preliminary vessel cost estimates for each vessel, as well as participating in contract negotiations with the selected shipyard.

4.3 Optional Phase 2 – Build and Commissioning of the new Vessels

During Phase 2, the Contractor must support all Work required to build and commission the vessels. The Contractor's CPT must perform on-site support and technical oversight during vessel construction, commissioning, and sea trials.

4.4 Optional Phase 3 – Support during Warranty Periods

During Phase 3, the Contractor must provide technical advice and support during the 12-24 months warranty period following delivery the last vessel. All Work required for this phase is subject to a Task Authorization.

5 Work Activities

The anticipated Work activities to be completed throughout Phases 1, 2 and 3 of the project are listed at Appendix A. CPT resources must complete all Work in Phase 1 and Phase 2, with support from Supplemental Project Resources on an "as-and-when-required" basis to be contracted through Task Authorizations. All Work required for Phase 3 must be completed by resources identified through Task Authorizations.

6 Contractor Resources

6.1 Core Project Team (CPT)

6.1.1 The Contractor must supply professional services to TC from qualified, competent resources in accordance with the qualifications and experience outlined at Appendix D. Project resources must be persons retained directly by the Contractor (either as an employee or as a subcontractor) who meet the individual qualifications and requirements for each resource described in this Statement of Work and its Appendices.

6.1.2 The Contractor's CPT must perform the Work in order to deliver Phases 1 and 2. The CPT must consist of the following resources:

Core Project Team Resources for Phases 1 and 2
1. Project Manager
2. Senior Naval Architect Engineer
3. Senior Marine Engineer

6.2 The CPT is responsible for completing all Work activities, as described in Appendix A and proposed in the Contractor's Project Management Plan (PMP), which must describe all Work required to deliver Phase 1 and Phase 2 within the proposed project timelines. Any additional resources (e.g., specialists, intermediate level engineers, etc.), plans or studies, or other Work required to deliver Phase 1 and Phase 2 will be subject to a Task

Authorization.

- 6.3 The Contractor must maintain continuity of CPT resources throughout the Contract. In the event that an individual from the CPT needs to be replaced, the Contractor must obtain TC's approval beforehand. The new CPT resource must meet or exceed the qualification and experience of the original CPT resource, as proposed in the Contractor's bid.
- 6.4 The Project Manager is responsible for the following:
- managing the Work from start to finish during Phases 1 and Phase 2 by ensuring that resources are available and Work is completed within previously agreed time, cost and performance parameters;
 - maintaining the PMP up to date;
 - identifying project risks and mitigation strategies, and maintaining an up to date risk register and an action item log;
 - reporting progress on an ongoing basis and at scheduled points in the project cycle;
 - ensuring adherence to all applicable federal and provincial legislation and regulations, including those related to health and safety, as well as all applicable Classification Society rules and standards;
 - participating in the regular Progress Review and Technical Review Meetings and providing minutes to the stakeholders;
 - meeting in conference with the Contract Authority (CA) and Project Authority (PA), the shipyard, the operators and other stakeholders, stating problems in a form capable of being solved;
 - preparing or overseeing the preparation of plans, engineering work, reviews, cost estimates, operating and training manuals, and any related charts, tables and diagrams to assist in analyzing issues or problems;
 - determination and oversight of any necessary modification to ferry terminal infrastructure;
 - facilitating project sign-off as appropriate;
 - being onsite at the shipyard on a full-time basis to oversee vessel construction, liaising with the shipyard and Classification Society, and supporting the shipyard's achievement of milestones;
 - supporting sea trials and operator training; and
 - providing constant guidance to all Contractor resources working on project.

6.5 The Senior Naval Architect Engineer is responsible for the following:

- supporting the development of a TSOR(s) for the new vessels;
- reviewing preliminary and final contract designs prepared by the shipyard and ensuring the proposed designs fit within the existing ports;
- support for the planning for the construction of vessels, including timelines and key milestones;
- preparing designs for required changes to the shore-based infrastructure to accommodate the new vessels, including cost estimates;
- supporting negotiations with regard to project budgets, timescales and specifications;
- interpreting and analysing data and test results;
- preparing and reviewing input to technical reports, status reports, letters, technical memoranda, contract reports and formal briefings;
- supporting the development of cost estimates for the new vessels, including total new build costs and lifecycle investment costs;
- being onsite at the shipyard on a regular basis to oversee vessel construction, liaise with the shipyard and Classification Society;
- supporting sea trials and operator training; and
- providing technical advice on all relevant matters.

6.6 The Senior Marine Engineer is responsible for the following:

- supporting the development of a TSOR(s) for the new vessels;
- reviewing preliminary and final contract designs prepared by the shipyard;
- support for the planning for the construction of vessels, including timelines, key milestones;
- support the development of cost estimates for the new vessels, including total new build costs and lifecycle investment costs;
- supporting negotiations with regard to project budgets, timescales and specifications;
- interpreting and analyzing data and test results;
- preparing and reviewing input to technical reports, status reports, letters, technical memoranda, contract reports and formal briefings;
- supporting the development of operating and technical manuals for the new vessels;
- being onsite at the shipyard on a regular basis to oversee vessel construction, liaise with the shipyard and Classification Society;
- supporting sea trials and operator training; and

- providing technical advice on all relevant matters.

7 Supplemental Project Resources

- 7.1 In order to support the CPT in performing the Work, or to perform Work authorized under a Task Authorization, the Contractor may supplement the CPT with qualified individuals on an "as-and-when-required" basis through the Task Authorization. These Supplemental Project Resources will include, but are not limited to, the following:
- a) Senior Marine Systems Engineer;
 - b) Senior Electrical Systems Engineer;
 - c) Draftsperson;
 - d) Cost Estimation Specialist;
 - e) Marine Procurement Specialist;
 - f) Intermediate Engineers (Marine, Naval Architect, Marine Systems) and Technologists (Naval Architecture, Marine Systems);
 - g) Marine Inspectors and Technicians; and
 - h) other supplemental project resources proposed in the PMP that may be required to complete key Work activities.
- 7.2 With regard to the use of Supplemental Project Resources, the intended usage includes the following scenarios: (i) to supplement the expertise of the CPT, such as a draftsperson or cost estimation specialist; (ii) the use of other senior (marine systems, electrical systems) and intermediate engineers and technologists to support the CPT in completing Work activities, if required; and (iii) any work required under Phase 3.
- 7.3 Supplemental Project Resources must be proposed in the PMP. The use of Supplemental Project Resources, including the specific work to be performed and the level of effort, will be determined based on discussions between the PA and the Contractor and included in Task Authorizations.
- 7.4 Draftsperson
- 7.4.1 A Draftsperson may be required to assist with the review and provide expert feedback and advice with regard to preliminary and contract designs for each new vessel, and to support the development of options to change the shore-based infrastructure to accommodate the new vessels, if required.
- 7.5 Cost Estimation Specialist

7.5.1 A cost estimation specialist is required during Phase 1 to prepare cost estimates for the two new vessels, support contract negotiations associated with preliminary and contract new vessel designs as well as contract negotiations related to the construction of the two new vessels, including a line-by-line review of cost estimates from the shipyard and providing feedback with regard to the proposed cost estimates.

7.6 Marine Procurement Specialist

7.6.1 A Marine procurement and contract negotiations specialist is required for Phase 1 of the project to support the development of a negotiating strategy, including how best to structure the contracts to incent on-time and on-budget delivery, to provide options and advice with regard to warranty coverage and periods, and to participate in contract negotiations as required.

7.7 Marine Inspectors and Technicians

7.7.1 During Phase 2 of the project (i.e., vessel construction), various marine inspectors and technicians are expected to be required at key periods of the project to inspect the quality of work being completed by the shipyard and to ensure that all work is being completed according to relevant Codes, Classification Rules/Standards and regulatory requirements as well as according to the design specifications. The supplemental resources could include, but are not limited to, welding inspectors, electricians, paint or coating inspectors, navigation and communications technicians, and machinery technicians.

8 Plans and Studies

8.1 The list of plans, studies, data and materials that TC will provide to the Contractor is attached at Appendix C. The Contractor may identify and propose supplemental plans or revisions to plans, studies, data and materials required or beneficial to TC for the project or to the Contractor to perform its Work.

9 Deliverables

9.1 The Contractor must provide various reports, plans, work breakdown structures, schedules and other related documents as specified below and in the applicable Task Authorization. All deliverables are to be submitted in English, or in both of Canada's

official languages when requested.

9.2 Deliverables must be produced using Microsoft Office suite electronic format without password protection, or other mechanisms that would prevent full access or functionality. The final copies must be produced and delivered in both native and readable Portable Document Format (PDF). The deliverables must, in general, be completed through reports, memoranda, letters and forms which may include the following:

- a) Project Management Plan (PMP);
 - i) Master Project Schedule (MPS);
 - ii) Project Resource Plan (PRP);
 - iii) Risk Management Plan (RMP);
 - iv) Communications Plan (CP) (stakeholder engagement);
- b) progress reports and updates, including the monthly Project Progress Report (PPR);
- c) performance and technical requirements, (TSOR(s)), and/or design specifications;
- d) Statement of vessel requirements to support development of contract designs, engineering, and construction of the two ROPAX ferry vessels;
- e) review and risk analysis of preliminary and contract designs for each vessel , including 3D simulations prepared by the shipyard to demonstrate that the new vessels can be used within TC's port;
- f) cost estimates for each for the new vessels (Class B);
- g) expert advice and detailed reviews of new build cost estimates and timelines proposed by the Canadian shipyard;
- h) Life-cycle Cost Analysis (LCCA) costs for each vessel;
- i) technical, performance, and operational studies;
- j) technical assessments;
- k) completed documentation upon delivery of each technical Work activity and authorized Task detailed in the PMP;
- l) Task Authorization-defined acceptance documentation;
- m) recommendations on the Training Analysis and Plan provided by the shipyard;
- n) recommendations on the operational manuals for the vessels provided by the shipyard;
- o) recommendations on the Fleet Maintenance Plan and advice on selecting software; and
- p) any other advice, studies, meeting minutes deemed relevant to the project.

9.2.1 All project deliverables required to complete each Phase of the Contract must be included and kept current as part of the PMP.

- 9.3 The Contractor must provide the Project Authority (PA) and the Contracting Authority (CA) with an electronic copy of all deliverables detailed in the PMP.
- 9.4 Microsoft Project must be used to prepare the planning calendars.
- 9.5 Technical drawings must be provided in AutoCAD or Aveva without password protection or other mechanisms that would prevent full access or functionality.
- 9.6 For each document submitted, the Contractor must provide 2 copies at Canada's request.
- 9.7 All marine architecture and engineering documents must be signed by a certified naval architect or marine engineer as appropriate.
- 9.8 As a minimum quality assurance requirement, the Contractor must perform a review and validation process to substantiate that the deliverables conform to the specifications and requirements of this SOW and any authorized Task. The schedule of deliverables must be in accordance with the PMP.

10 Project Governance and Reporting

- 10.1 Canada's Project Management Office (PMO)
- 10.2 Canada's PMO is expected to consist of the following individuals:
- Executives from TC and Public Services and Procurement Canada (PSPC) to lead and oversee all processes;
 - the Project Manager from TC;
 - the Contracting Authority from PSPC;
 - one technical and two strategic analysts from TC to manage the development of technical requirements and support negotiations with the shipyard;
 - one technical analyst from TC to provide direction, tasks and accept work from the Contractor;
 - one financial analyst from TC to support costing and other financial activities;
 - 1-2 procurement specialists from PSPC to negotiate the design and build contracts with the selected shipyard.
- 10.3 The PMO will work closely with the Contractor to provide information and direction as

required, review work, and accept deliverables in support of completing all contract objectives. The Contractor is fully responsible for performing the Work under the Contract.

10.4 Progress Review Meetings (PRMs)

10.4.1 The Contractor's Project Manager must participate in all meetings.

10.4.2 Every month, as a minimum requirement, the CPT must participate in a PRM with the PA and the CA. As part of this meeting, the CPT must prepare and present a monthly Project Progress Report (PPR), review ongoing contractual concerns and observations, and discuss the management of the Work in progress. These meetings may also serve as preliminary discussions for potential new tasks to be authorized and contractual modifications. At the discretion of the PA and CA, these meetings will also be used to provide for the critical appraisal or a collective overarching review of the Work.

10.4.3 The Contractor must record in writing any action items along with the assigned responsibilities and deadlines identified during these meetings. All action items must be consolidated after each meeting and provided to the PA with the meeting minutes within 5 business days of the meeting. An Action Item Register that consolidates and records the action items identified during all program meetings must be maintained by the Contractor and be made available to the PA.

10.5 Project Initiation Meeting (PIM)

10.5.1 A PIM must be hosted by the Contractor within two weeks of contract award.

10.5.2 The PIM will be the first official meeting between the Contractor, the PA and the CA. This meeting will be used to introduce the members of the Contractor's team, the PA and the CA. It will also be used to provide the opportunity for discussions concerning the role of each team member and other ongoing priorities in the project.

10.5.3 The PIM agenda must address, but is not restricted to, as a minimum:

- a) Project Schedule activities and sequencing;
- b) Risk and Issue Management;
- c) Financial Management and Audit;
- d) Communications Plan; and
- e) Performance and Management Framework.

10.6 Ad-hoc meetings

Ad-hoc or unscheduled meetings may be required during the course of the project to address issues or significant concerns that warrant immediate discussion or action. An ad hoc meeting may be initiated by either the Contractor, the CPT, the CA, or the PA. Attendance at these meetings can be in person, or by teleconference or videoconference.

10.7 Project Progress Reports (PPR)

10.7.1 The Contractor must prepare and write monthly PPRs to be submitted to the PA and the CA providing an update on the status of their Work.

10.7.2 PPRs must include as a minimum:

- a) a written description and assessment of Work undertaken, during the reporting period;
- b) an updated Master Project Schedule including project activity and Contractor targets for and achievement of deliverables, shipyard milestone targets and progress, significant changes or delays to the schedule; and areas of concern;
- c) an explanation of any variation from the original PMP; and all action items and their status arising from previous project review meetings.

11 Review and Acceptance of Deliverables

11.1 All reports, deliverables, documents and all services rendered under this Contract are subject to inspection by the PA or its designated representative. Should any report, document or service not be in accordance with the requirements of this SOW, the Contractor's PMP, and to the satisfaction of the PA as submitted, the PA has the right to reject it or require its correction, as provided for in the Articles of Agreement.

12 Location of Work

12.1 The Contractor must provide the work space and all required equipment for the CPT or other resources to complete the Work. The Contractor must provide adequate workspace and office equipment at no additional cost to Canada. In Phase 2, provision of adequate work space for the Contractor resources will be negotiated with the shipyard. Location of Work for Phase 3 resources will be defined in a Task Authorization.

12.2 Conference rooms, meeting rooms and workspaces will be made available at TC's or PSPC's facilities for progress reviews or presentations of final deliverables, when these meetings are held in Ottawa.

13 Travel and Accommodations

13.1 Phase 1

13.1.1 The Project Manager is required to travel to: (i) TC offices; (ii) the ferry services in Eastern Canada; and (iii) the shipyard that will design and build the new vessels.

13.1.2 The Project Manager is expected to be in Ottawa for meetings with the PA and CA every two to four weeks, with more frequent travel within the first 4-6 months of the contract.

13.1.3 The CPT is required to travel to Ottawa on a quarterly basis, or as required throughout Phase 1. The CPT must also travel to the ferry services and the shipyard, including within the first four weeks of contract award. Refer to Appendix A for the Work activities that may require travel, and their estimated timelines.

13.1.4 The CPT and Supplemental Project Resources, if applicable and when required, are expected to travel to TC's or PSPC's office in Ottawa/Gatineau and to the Canadian shipyard to support negotiations of the design and build contracts.

13.2 Phase 2 and 3

13.2.1 Phase 2 will require the CPT is required to have a full-time on-site presence at the shipyard during the construction of each new vessel (Monday through Friday; approximately 220 days per year).

13.2.2 Travel and Accommodations for Phase 3 will be defined in a Task Authorization.

13.3 The terms and conditions, including reimbursement of travel expenses for the Contractor's travel, are as per Annex B, Basis of Payment of the Contract.

APPENDIX A – List of Work Activities

The following table outlines the Work activities to be completed under Phase 1, Phase 2 and Phase 3.

This list of Work activities and their respective timelines shown in the following table represents the best estimation of the anticipated Work. It is acknowledged that some Work activities described in the table below may overlap or be completed in less time. Additional Work may also be required by the PA. The Contractor must maintain the list of Work activities and timelines up to date in its Master Project Schedule.

Work Activities to be Completed	Timelines
Phase 1: Pre-Vessel Construction Activities	
Project Initiation Meeting	Within two weeks of Contract award
Prepare an updated detailed Project Management Plan (PMP) for each phase of the project, including timelines, key deliverables / milestones, inspections / quality control activities, performance measures, milestone trackers, and process to address change requests.	Summer 2019 (10 days)
Define and document performance and technical Specifications and prepare a TSOR for each new vessel. Key Work to be completed include, but are not limited to: <ul style="list-style-type: none"> • review and evaluate existing ferry services, including: current vessel specifications; terminal infrastructure; sea conditions, operational and environmental considerations; traffic levels; etc.; • document solutions to: support interoperability of the two vessels; optimize vessel capacity for vehicles (commercial and passenger); optimize loading and unloading times; and reduce vessels environmental footprint; • draft performance and technical vessel requirements, including: structural details; dimensions and capacities; materials; propulsion plant; maneuverability; stability; power generation and control; levels of automation; cargo handling; crewing; communications; water and sewage; environment control; and safety; etc.; • review concept designs for the new vessels; and 	Summer 2019 – Winter 2020 (est. 100 days)

<ul style="list-style-type: none"> • prepare a TSOR to support the development of preliminary and contract designs for each new vessel by the shipyard. The TSOR(s) must outline all shipyard requirements and responsibilities for producing preliminary and contract designs for each of the two new vessels, including but not limited to: (i) contract objectives and the scope of work; (ii) work requirements, schedules and timelines; (iii) deliverables, including preliminary and contract designs for each vessel designed in accordance with TSOR(s); (iv) location of work and resource requirements; and (v) expected standards of work and quality assurance / acceptance criteria. 	
<p>Prepare preliminary cost estimates for construction of the two new vessels based on the TSOR(s), including but not limited to:</p> <ul style="list-style-type: none"> • technical requirements including major vessel systems, ice-class strengthening, interoperability, and environmental emission reduction technologies, etc.; • services, passenger comfort, accommodations, entertainment, and accessibility; • main engines and propulsion; • safety and security; • maintenance and logistics, including duplication of critical equipment; • detail hull design, including structural arrangement, materials, material protection, and testing; • materials and testing, including requirements for quality steel certified by the classification society, material protection, water tightness and inclining testing; • hull equipment and outfitting; • power generation; • auxiliary machinery and systems; • HVAC and electrical systems; • navigation and communication; • mechanical and welding procedures, inspections and tests (destructive and non-destructive); • Project management and Engineering costs related to construction of the vessel(s); • crew training prior to the delivery of the vessel(s); 	<p>Winter 2020 (est. 40 days)</p>

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<ul style="list-style-type: none"> • an inventory of spare parts sufficient to support the vessels for 5 years; and • class costs and requirements. 	
<p>Provide expert advice with regard to contract negotiations, including costs and timelines, with the shipyard to develop the preliminary and contract designs for the two new vessels.</p> <p>Key Work activities to be completed includes, but is not limited to:</p> <ul style="list-style-type: none"> • provide qualified (on-site) resources to support TC during contract negotiations with the shipyard; • provision of advice to TC on cost estimates and on industry performance incentives, penalties, risks, options and payment schedules; and • provide a general challenge function on the costing and technical assumptions during contract negotiations. 	<p>Spring 2020 (est. 20 days)</p>
<p>Provide expert advice and feedback on preliminary and contract designs prepared by the shipyard.</p> <p>Key Work activities to be completed include, but are not limited to:</p> <ul style="list-style-type: none"> • review final submission of preliminary and contract designs to ensure compliance with the SOW and Task Authorizations; • review preliminary and contract designs to determine fit with existing shore-based infrastructure and modifications that will be required to accommodate the new vessels; • provide an assessment outlining the level of compliance of the shipyards contract designs with the technical and performance requirements outlined in the TSOR(s) , including a recommendation to accept or request modifications to the shipyard's preliminary and contract designs. 	<p>Summer 2020 until acceptance by the Classification Society</p>
<p>Prepare a SOW for a contract with the shipyard to build the new vessels.</p>	<p>Fall 2020 (est. 60 days)</p>

<p>Key Work activities are to outline all shipyard requirements for building two new vessels, including but not limited to:</p> <ul style="list-style-type: none"> • contract objectives and the scope of work; • all work requirements, including class requirements, provision of crew training, provision of an inventory of spare parts, and criteria and standards applicable to the construction of the vessels, etc.; • construction schedules and timelines; • deliverables, including two new vessels built in accordance with contract designs; • location of work and resource requirements; and • expected standards of work and acceptance criteria. <p>Prepare an updated project plan for the construction phase of the project, including timelines, key deliverables / milestones, inspections / quality control activities, performance measures, milestone trackers, and process to address change requests.</p>	
<p>Provide expert advice and feedback as part of the build contract negotiations with the Canadian shipyard, including on cost estimates, timelines and how to structure the contract to incent on time and at cost delivery.</p> <p>Key Work activities include, but are not limited to:</p> <ul style="list-style-type: none"> • provide a team of qualified (on-site) resources to support TC during contract negotiations with the shipyard; • provide advice to TC on cost estimates and on industry performance incentives, penalties, risks, options and payment schedules; and • provide a general challenge function on the costing and technical assumptions during contract negotiations. 	<p>Spring 2020 – Fall 2020 (est. 80 days over a 6 month period)</p>
<p>Phase 2: Construction Oversight and Vessel Delivery (if option exercised)</p>	
<p>Oversee construction of the two new vessels.</p> <p>Key Work activities and responsibilities but are not limited to:</p>	<p>Starting Winter 2021 (est. 220 days per year over 4 years)</p>

<ul style="list-style-type: none"> • provide qualified staff to reside on-site at the shipyard to support oversight during the construction phase and the builder’s tests and trials; • submit a monthly written report to TC describing: information on the builder’s compliance with the construction schedules; risks assessment; quality of construction; potential cost overruns, etc.; • attend meetings with the builder’s project team and preparing summaries for the Authorities; • ensure that each vessel is built to, and meets the contract design specifications, Class and TC Marine Safety requirements as well as all other applicable Canadian regulations; • consult with TC and provision of technical advice on the implications of potential ‘Change Orders’ to the contact design and other engineering issues; • recommend the acceptance of completed work, in consultation with TC and Class; • inspect and survey the fabrication and installation of major structural blocks to ensure compliance with the shipyards approved contract design; and • inspect and survey the installation of major equipment and ancillaries to ensure compliance with the shipyards approved contract design. 	
<p>Development of operating and training manuals for the two new vessels.</p> <p>The key Work activity is to oversee the development of operating and training manuals, including but not limited to:</p> <ul style="list-style-type: none"> • health and safety • bunkering • loading/discharging vehicles • waste management; • mooring and unmooring; • navigation; • accident reporting; • emergency procedures; • training/personnel; and • drills and exercises. 	<p>2023-24 (est. 100 days)</p>
<p>Participate in sea trials of the two new vessels.</p>	<p>2024 first vessel &</p>

<p>Key Work activities include, but are not limited to:</p> <ul style="list-style-type: none"> • provide oversight of the builder’s dock and sea trials and verify that the vessels meet the contractual performance specifications; • provide support and technical advice to TC throughout the acceptance process for the vessels; and • provide support, technical advice and oversee the transit of both vessels from the builder’s shipyard to their home ports. 	<p>2025 second vessel (est. 15 days per vessel)</p>
<p>Support delivery and operator training of the two new vessels.</p> <p>Key Work and responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • complete a ‘Needs Analysis’ to identify any training that will be necessary for the vessel operator’s crew members. • oversee the delivery of the identified training packages; and • prepare and draft the requirements for support and training programs required for the operation and maintenance of the vessels. 	<p>2024 first vessel & 2025 second vessel</p>
<p>Phase 3: Technical Support During the 12-24 Month Warranty Period (if option exercised)</p>	
<p>Provide technical assistance during warranty period.</p> <p>The key Work is to provide support and technical advice to TC for a 12-24 month period following acceptance and delivery of the last vessel.</p>	<p>12-24 months from the date of vessel delivery.</p>

APPENDIX B – Existing Vessels and Ferry Services

Characteristic	<i>MV Madeleine</i>	<i>MV Holiday Island</i>
Year built	1981	1971
Length (m)	122.05	97.85
Breadth (m)	18.81	20.43
Maximum speed (knots)	20	14
Max. passenger capacity	750	486
Max. vehicle capacity	208	155
Class Society	Lloyd's Register	Lloyd's Register
Draft (m)	5	5.03
GRT (t)	9,700	3,037
Power (kw)	13,240	5,332
Ice Class	No*	No

* TC requires an ice-class vessel to replace the *MV Madeleine*.

Sea Conditions (Îles-de-la-Madeleine – Souris Route)

Characteristics	Gulf of St. Lawrence
Wind Speed	21 kts
Current Strength	2.2 kts
Tide height	1.4 m

Characteristics of Harbour (Îles-de-la-Madeleine – Souris Route)

	Cap-aux-Meules (Îles-de-la-Madeleine, QC)	Souris (PEI)
Terminal length of dock	132.0 m	135.0 m
Minimum depth at wharf	6.0 m	6.0 m
Terminal ramp maximum width	7.8 m	7.8 m
Terminal ramp maximum load	62.5 t	62.5 t
Maximum wind strength	58 kts	38 kts
Maximum Air Temperature	30.1°C	33.5°C
Minimum Air Temperature	-26.5°C	-31.0°C
Average min. %RH	72%	74%
Average max. %RH	80.6%	98%
Maximum Tide height	1.4 m	1.7 m

Sea Conditions (Wood Islands – Caribou Route)

Characteristics	Northumberland Strait
Wind Speed	11 kts
Current Strength	-
Tide height	1.8 m

Characteristics of Harbour (Wood Islands – Caribou Route)

	Wood Islands (PEI)	Caribou (NS)
Terminal length of dock	120 m	120 m
Minimum depth at wharf	-	-
Terminal ramp maximum width	8 m	11 m
Terminal ramp maximum load	62.5 t	62.5
Maximum wind strength	40 kts	44 kts
Maximum Air Temperature	24°C	27°C
Minimum Air Temperature	-2°C	-11°C
Average min. %RH	74%	63.2%
Average max. %RH	98%	92%
Maximum Tide height	2.3 m	2.0 m

APPENDIX C – MATERIALS PROVIDED BY TRANSPORT CANADA

These documents will be shared with the Contractor. The documents should be treated as Government Property as set out in the General Conditions of the Contract.

MV Madeleine Replacement

- Bathymetries of maneuvering and berthing water;
- Location plans;
- Draft outline;
- Preliminary Statement of Needs;
- List of specified equipment;
- Minutes of consultation meetings; and
- Ice conditions survey; traffic studies; hybrid engine options analysis, vessel specifications.

MV Holiday Island Replacement

- Bathymetries of maneuvering water and berthing;
- Location plans;
- Draft outline;
- Preliminary Statement of Needs;
- List of specified equipment;
- Minutes of consultation meetings; and
- Traffic studies; hybrid engine options analysis, vessel specifications.

APPENDIX D – QUALIFICATIONS OF PROFESSIONAL RESOURCES

Qualifications of Supplemental Project Resources

D.1 Senior Marine Systems Engineer

The resource must meet each of the following criteria:

- a) possess a university degree in mechanical or marine systems engineering, or holds a provincial, state, or federal (national) licence to practice as a professional mechanical or marine systems engineer;
- b) possess a minimum of ten (10) years of demonstrated experience in marine systems design within the last fifteen (15) years; and
- c) possess demonstrated experience in direct management of a design team for a marine system design project.

The resource possesses the relevant experience required to support each phase of the contract.

Experience requirements should include, but are not limited to:

- d) demonstrated experience in conducting feasibility studies, options analysis, and operational analysis;
- e) demonstrated experience in analysis or market research for at least three (3) shipbuilding, modernization or conversion projects;
- f) demonstrated experience in supporting the development, review, verification and the validation of ship and/or system designs for at least three (3) shipbuilding, modernization or conversion projects; and/or
- g) demonstrated experience in performing trade-off analysis of different design options for at least three (3) shipbuilding, modernization or conversion projects.

D.2 Senior Electrical Systems Engineer

The resource must meet each of the following criteria:

- a) possess a university degree in electrical engineering, or holds a provincial, state, or federal (national) licence to practice as a professional electrical engineer; and
- b) possess a minimum of ten (10) years of demonstrated experience in marine systems projects within the last fifteen (15) years.

The resource possesses the relevant experience required to support each phase of the contract.

Experience requirements should include, but are not limited to:

- c) demonstrated experience in conducting feasibility studies, options analysis, operational analysis or market research for at least three (3) shipbuilding, modernization or conversion projects;

- d)* demonstrated experience in supporting the development, review, verification, and validation of ship and/or system designs for at least three (3) shipbuilding, modernization or conversion projects; and/or
- e)* demonstrated experience in performing trade-off analysis of different design options for at least three (3) shipbuilding, modernization or conversion projects.

D.3 Draftsperson

The resource must meet each of the following criteria:

- a)* possess a minimum of three (3) years of demonstrated engineering drafting experience within the last five (5) years;
- b)* possess a minimum of one (1) year of demonstrated drafting experience within the marine field; and
- c)* possess a minimum of 1 year of demonstrated experience in computer aided design (CAD) within the last three (3) years.

The proposed candidate possesses the relevant experience required to support each phase of the contract. Experience requirements should include, but are not limited to: a minimum of one (1) year of demonstrated experience in producing and editing 3D models within the last 3 years.

D.4 Cost Estimation Specialist

The resource must meet each of the following criteria:

- a)* has a degree or diploma in a relevant field; and
- b)* possess a minimum of five (5) years of demonstrated experience performing engineering cost estimates for marine related equipment and/or platforms within the last ten (10) years.

The resource possesses the relevant experience required to support each phase of the contract. Experience requirements should include, but are not limited to:

- c)* experience developing cost models including life cycle cost modeling of ship for at least three (3) shipbuilding, modernization or conversion projects;
- d)* experience performing cost-benefit analysis for at least three (3) shipbuilding, modernization or conversion projects;
- e)* experience developing performance versus cost and risk analysis of various options for at least three (3) shipbuilding, modernization or conversion projects; and/or
- f)* experience in developing project costs for the various stages of projects for at least three (3) shipbuilding, modernization or conversion projects.

D.5 Marine Procurement Specialist

The resource must meet each of the following criteria:

- a) experience supporting major procurement negotiations for at least 10 years related to shipbuilding, modernization or conversion projects;
- b) experience with structuring contracts for complex multi-year procurements to mitigate risks and incent on time and at cost industry performance; and
- c) experience developing payment schedules.

D.6 Marine Inspectors and Technicians

All inspectors and/or technicians performing work as part of this project must meet the following criteria:

- a) possess a 1-2 year technical program diploma offered by a recognized technical institute or be registered as a technician or inspector with a recognized provincial, state, or federal (national) licensing body; and/or
- b) possess a minimum of 4 years of demonstrated experience in the marine sector with two (2) years of the experience having been within the last five (5) years.

Each candidate possesses the relevant experience required to support work related to their respective specialty. Experience requirements should include, but are not limited to:

- c) demonstrated experience in conducting feasibility studies, options analysis, operational analysis or market research for at least one (1) shipbuilding, modernization or conversion project.

D.7 Intermediate Naval Architect Engineer

The resource must meet each of the following criteria:

- a) possess a university degree in naval architecture engineering, or holds a provincial, state, or federal (national) license to practice as a professional engineer; and
- b) possess a minimum of four (4) years of demonstrated experience in naval architecture with two (2) years of the experience having been within the last 5 years.

The resource possesses the relevant experience required to support each phase and stage of the contract. Experience requirements should include, but are not limited to:

- c) demonstrated experience in performing parametric studies in order to determine design alternatives for at least one (1) shipbuilding, modernization or conversion project;
- d) demonstrated experience in conducting feasibility studies, options analysis, operational analysis or market research for at least one (1) shipbuilding, modernization or conversion project; and/or
- e) demonstrated experience in performing modeling and simulation for at least one (1) shipbuilding, modernization or conversion project.

D.8 Intermediate Marine Engineer

The resource must meet each of the following criteria:

- a) possess a first class motor (or combined) certificate of competency issued under the *Canada Shipping Act*;
- b) possess a minimum of ten (10) years of demonstrated marine experience within the last fifteen (15) years, while in possession of a first class motor (or combined) certificate of competency issued under the *Canada Shipping Act*; and
- c) possess demonstrated experience within the last ten (10) years in interacting with shipyards project teams and IACS classification society members.

The resource possesses the relevant experience required to support each phase and stage of the contract. Experience requirements should include, but are not limited to:

- d) demonstrated experience in conducting feasibility studies, options analysis, and operational analysis;
- e) demonstrated experience in supporting the development, review, verification, and validation of ship and/or system designs for a minimum of three (3) shipbuilding, conversion or modernization projects; and/or
- f) demonstrated experience in onsite oversight of a ship construction, modernization or conversion of a vessel of a comparable scale.

D.9 Intermediate Marine Systems Engineer

The resource must meet each of the following criteria:

- a) possess a university degree in mechanical or marine systems engineering, or holds a provincial, state, or federal (national) license to practice as a professional mechanical or marine systems engineer; and
- b) possess a minimum of 4 years of demonstrated experience in marine systems with two (2) years of the experience having been within the last five (5) years.

The resource possesses the relevant experience required to support each phase and stage of the contract. Experience requirements should include, but are not limited to:

- c) demonstrated experience in conducting feasibility studies, options analysis, operational analysis or market research for at least one (1) shipbuilding, modernization or conversion project.

D.10 Intermediate Naval Architecture Technologist

The resource must meet each of the following criteria:

- a) possess a minimum two (2) year technical program diploma in naval architecture offered by a recognized technical institute or be registered as a naval technician with a recognized provincial, state, or federal (national) licensing body; and

- b)* possess a minimum of four (4) years of demonstrated experience in the marine sector with two (2) years of the experience having been within the last five (5) years.

The resource possesses the relevant experience required to support each phase and stage of the contract. Experience requirements should include, but are not limited to:

- c)* demonstrated experience in conducting feasibility studies, options analysis, operational analysis or market research for at least one (1) shipbuilding, modernization or conversion project.

D.11 Intermediate Marine Systems Technologist

The resource must meet each of the following criteria:

- a)* possess a minimum two (2) year technical program diploma offered by a recognized technical institute or be registered as a technician with a recognized provincial, state, or federal (national) licensing body; and/or
- b)* possess a minimum of 4 years of demonstrated experience in the marine sector with two (2) years of the experience having been within the last five (5) years.

The resource possesses the relevant experience required to support each phase and stage of the contract. Experience requirements should include, but are not limited to:

- c)* demonstrated experience in conducting feasibility studies, options analysis, operational analysis or market research for at least one (1) shipbuilding, modernization or conversion project.

BASIS OF PAYMENT

In the performance of the Work detailed in Annex 'A' the Contractor agrees to be paid as follows:

1.0 PHASE 1 – CORE PROJECT TEAM

For the provision of a Core Project Team of three qualified resources, a fixed firm monthly rate of \$_____/month, based on 220 days of work per year multiplied by the following per diem rates, divided by 12 months:

Core Project Team (CPT)	Per Diem Rate Phase 1		Annual Price Phase 1	
	Year 1	Year 2	Year 1	Year 2
Project Manager				
Senior Naval Architect Engineer				
Senior Marine Engineer				
Annual Price for CPT (Sum of all three CPT resources)				
Monthly Price for CPT (Annual price divided by 12 months)				

2.0 PHASE 1 - FIRM RATES PER CATEGORY OF RESOURCES

For the provision of qualified resources on an “as-and-when-required” basis, subject to a Task Authorization, the following per diem rates for actual hours worked on the project to procure two new ferry vessels, divided by 8 hours/day:

A. Supplemental Project Resources	Per Diem Rate - Phase 1	
	Year 1	Year 2
Senior Marine Systems Engineer		
Senior Electrical Systems Engineer		
Cost Estimation Specialist		
Draftperson		
Marine Procurement Specialist		
B. Other Resources proposed in the Contractor's Project Management Plan		

3.0 OPTIONAL PHASE 2 – CORE PROJECT TEAM

For the provision of a Core Project Team of three qualified resources, a fixed firm monthly rate of \$_____/month, based on 220 days of work per year multiplied by the following per diem rates, divided by 12 months:

Core Project Team (CPT)	Per Diem Rate – Phase 2			
	Year 3	Year 4	Year 5	Year 6
Project Manager				
Senior Naval Architect Engineer				
Senior Marine Engineer				
Annual Price CPT (220 days per year)				
Monthly Price CPT				

4.0 OPTIONAL PHASE 2 - FIRM RATES PER CATEGORY OF RESOURCES

For the provision of qualified resources on an “as-and-when-required” basis, subject to a Task Authorization, the following per diem rates for actual hours worked on the project to procure two new ferry vessels, divided by 8 hours/day:

A. Supplemental Project Resources	Per Diem Rate - Phase 2			
	Year 3	Year 4	Year 5	Year 6
Senior Marine Systems Engineer				
Senior Electrical Systems Engineer				
Cost Estimation Specialist				
Draftperson				
Marine Procurement Specialist				
B. Other Resources proposed in the Contractor’s Project Management Plan				

5.0 OPTIONAL PHASE 3 - FIRM RATES PER CATEGORY OF RESOURCES

For the provision of qualified resources on an “as-and-when-required” basis, subject to a Task Authorization, the following per diem rates for actual hours worked on the project to procure two new ferry vessels, divided by 8 hours/day:

A. Core Project Team	Per Diem Rate - Phase 3	
	Year 7	Year 8
Project Manager		
Senior Naval Architect Engineer		
Senior Marine Engineer		
B. Supplemental Project Resources		
Senior Marine Systems Engineer		
Senior Electrical Systems Engineer		
Cost Estimation Specialist		
Draftperson		
Marine Procurement Specialist		
C. Other Resources proposed in the Contractor's Project Management Plan		

6.0 NON COMPETED RATES

The Contractor certifies that the Per Diem rates proposed for Other Resources proposed in the Contractor’s Project Management Plan are not in excess of the lowest prices charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both.

7.0 TASK AUTHORIZATION

The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA).

The Task Authorization process is detailed in the Articles of Agreement.

The Task Authorization form is provided at Annex 'C' of the Contract.

8.0 TRAVEL AND LIVING

The Contractor agrees to be paid for reasonable and proper Travel and Living (T&L) expenses related to authorized travel under this Contract at cost incurred, **without any allowance for mark-up**, to a maximum of the National Joint Council (NJC) guidelines in effect at time of travel, except for incidentals which are not to be paid to contractors on government-approved travel. The Travel Directive is available at <https://www.njc-cnm.gc.ca/directive/d10/en>

All travel is subject to a Task Authorization. Travel requests will only be considered for a work location or meeting place which is located more than 100 kilometers from the Contractor's place of business or the resource's home, whichever is closer.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

9.0 INTERPRETATION

9.1 Per Diem Rate

A time rate whereby the contractor is paid a fixed rate inclusive of payroll and overhead costs and profit, for each normal working day as defined in the contract.

The Per Diem rate is based on an 8 hour work day.

APPENDIX B-1

SAMPLE CLAIM FOR PROGRESS PAYMENT

CONTRACTOR - ENTREPRENEUR ABC Cie		CLAIM NO - NO DE LA RECLAMATION 001	DATE 30-sept-19
ADDRESS - ADRESSE Street address		CONTRACTOR'S PBN / NEA DE L'ENTREPRENEUR PBN	
FILE NO. - NUMERO DU DOSSIER 004mb.T8010-190044	SERIAL - SERIE T8010-190044/004/MB	Financial Code(s) - Code(s) Financiers ABCDE123	CONTRACT PRICE - PRIX DU CONTRACT \$\$\$
CONTRACTOR'S REPORT OF WORK PROGRESS (IF NEEDED, USE ADDITIONAL SHEET) COMPTE RENDU DES TRAVAUX PAR L'ENTREPRENEUR (SI NÉCESSAIRE, UTILISER DES FEUILLES SUPPLÉMENTAIRES) See attached annexes			

EXTERNAL ADVISOR TO SUPPORT THE EASTERN CANADA FERRIES PROJECT

PERIOD OF WORK COVERED BY THIS CLAIM:	September 2019	Current	Previous	To Date
In accordance with Annex B, BASIS OF PAYMENT				
Task items are subject to a holdback of 10% until all deliverables have been accepted by Canada				
Core Project Team				
Monthly Fee for CPT Resources		50 000,00		50 000,00
Authorized travel and living expenses		2 571,00		2 571,00
Other authorized expenses				0,00
Task 1: Technical Statement of Requirement				
Resources		6 850,00		6 850,00
Authorized travel and living expenses		8 100,00		8 100,00
Other authorized expenses				0,00
Task 2: xxxxxxxxxxxxxx				
Resources				0,00
Authorized travel and living expenses				0,00
Other authorized expenses				0,00
Task 3: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx				
Resources				0,00
Authorized travel and living expenses				0,00
Other authorized expenses				0,00
TOTAL =		67 521,00	0,00	67 521,00
Contractor's GST No. 1012345678-XXX No. De TPS de l'entrepreneur	HST 15% =	10 128,15	0,00	10 128,15
GRAND TOTAL =		\$77 649,15	0,00	77 649,15
LESS HOLDBACKS		\$1 495,00	0,00	1 495,00
DEDUCT PREVIOUS CLAIM				0,00
AMOUNT DUE				\$77 649,15
ALL CERTIFICATES APPEARING ON THE REVERSE MUST BE SIGNED BY THE RESPECTIVE AUTHORIZED SIGNATORY TOUTES LES ATTESTATIONS AU VERSO DOIVENT PORTER LA SIGNATURE DU FONDÉ DE POUVOIR				



Claim No.
N° de la demande

Contract Serial No.
N° de série du contrat

CERTIFICATE OF CONTRACTOR

I certify that:

- All authorizations required under the contract have been obtained. The claim is consistent with the progress of the work and is in accordance with the contract.
- Indirect costs have been paid for or accrued in the accounts.
- Direct materials and the subcontracted work have been received, accepted and either paid for or accrued in the accounts following receipt of invoice from supplier/subcontractor, and have been or will be used exclusively for the purpose of the contract.
- All direct labour costs have been paid for or accrued in the accounts and all such costs were incurred exclusively for the purpose of the contract;
- All other direct costs have been paid for or accrued in the accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the contract; and
- No liens, encumbrances, charges or other claims exist against the work except those which may arise by operation of law such as a lien in the nature of an unpaid contractor's lien and in respect of which a progress payment and/or advance payment has been or will be made by Canada.

ATTESTATION DE L'ENTREPRENEUR

J'atteste que :

- Toutes les autorisations exigées en vertu du contrat ont été obtenues. La demande correspond à l'avancement des travaux et est conforme au contrat.
- Les coûts indirects ont été réglés ou portés aux livres.
- Les matières directes et les travaux de sous-traitance ont été reçus, et le tout a été accepté et payé, ou encore porté aux livres après réception de factures envoyées par le fournisseur ou le sous-traitant; ces matières et ces travaux ont été ou seront utilisés exclusivement aux fins du contrat.
- Tous les coûts de la main-d'oeuvre directe ont été réglés ou portés aux livres et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Tous les autres coûts indirects ont été réglés ou portés aux livres après réception des factures ou pièces justificatives pertinentes et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Il n'existe aucun privilège ni demande ou imputation à l'égard de ces travaux sauf ceux qui pourraient survenir par effet de la loi, notamment le privilège d'un entrepreneur non payé à l'égard duquel un paiement progressif et/ou un paiement anticipé a été ou sera effectué par le Canada.

Contractor's Signature - Signature de l'entrepreneur

Check the box if the claim is being made with respect to advance payment provisions included in the basis of payment of the contract.

This claim, or a portion of this claim, is for an advance payment.

I certify that:

- The funds received will be used solely for the purpose of the contract and attached is a complete description of the purpose to which the advance payment will be applied.
- The amount of the payment is established in accordance with the conditions of the contract.
- The contractor is not in default of its obligations under the contract.
- The payment is related to an identifiable part of the contractual work.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

Cocher la case si la demande est faite en rapport avec les dispositions relatives aux paiements anticipés qui se trouvent dans la base de paiement du contrat.

Cette demande, ou une partie de cette demande, est pour un paiement anticipé.

J'atteste que :

- Les fonds reçus ne serviront uniquement qu'aux fins du contrat, ci-joint est une description complète des fins auxquelles le paiement anticipé sera utilisé.
- Le montant du paiement est établi conformément aux conditions du contrat.
- L'entrepreneur n'a pas manqué à ses obligations en vertu du contrat.
- Le paiement porte sur une partie identifiable des travaux précisés dans le contrat.

Contractor's Signature - Signature de l'entrepreneur

CERTIFICATES OF DEPARTMENTAL REPRESENTATIVES
Scientific/Project/Inspection Authority: I certify that the work meets the quality standards required under the contract, and its progress is in accordance with the conditions of the contract.

Inspection Authority (all other contracts): I certify that the quality of the work performed is in accordance with the standards required under the contract.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

ATTESTATIONS DES REPRÉSENTANTS DU MINISTÈRE
Autorité scientifique ou responsable du projet / de l'inspection : J'atteste que les travaux sont conformes aux normes de qualité exigées en vertu du contrat et que leur avancement est conforme aux conditions du contrat.

Responsable de l'inspection (tous les autres contrats) : J'atteste que la qualité des travaux exécutés est conforme aux normes exigées en vertu du contrat.

Signature of Scientific / Project / Inspection Authority
Signature de l'autorité scientifique ou responsable du projet / de l'inspection

Date (YYYY-MM-DD / AAAA-MM-JJ)

PWGSC Contracting Authority: I certify that, to the best of my knowledge, the claim is consistent with the progress of the work and is in accordance with the contract. This claim, however, may be subject to further verification and any necessary adjustment before final settlement.

Autorité contractante de TPSGC : J'atteste, au meilleur de ma connaissance, que la demande correspond à l'avancement des travaux et est conforme au contrat. Toutefois, cette demande pourrait faire l'objet d'une autre vérification et de tout rajustement nécessaire avant le règlement final.

Contracting Authority Signature de l'autorité contractante

Client's Authorized Signing Officer - (must sign the interim claim): I certify that the claim is in accordance with the contract.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

Signataire autorisé du client - (doit signer la demande provisoire) : J'atteste que la demande est conforme au contrat.

Client Signature du client

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

Client's Authorized Signing Officer - (must sign the final claim): I certify that all goods have been received and all services have been rendered, that the work has been properly performed and that the claim is in accordance with the contract.

Signataire autorisé du client - (doit signer la demande finale) : J'atteste que tous les biens ont été reçus, que tous les services ont été rendus, que tous les travaux ont été exécutés convenablement, et que la demande est conforme au contrat.

Client Signature du client

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

PWGSC-TPSGC 1111 (2014-11)

CONTRACTOR - ENTREPRENEUR

ABC Cie

Street address

TC Technical Advisor

001

30-sept-19

CONTRACT # T8010-190044/004/MB

Schedule 1. CORE PROJECT TEAM

Item	Summary of activities	Fixed Fee	Total
HUMAN RESOURCES			
Core Project Team	Project Initiation Meeting Update of PMP Docs and forms for surveys Visit of vessels, terminals and meetings with operators (T&L under Task 1) Survey reports Draft TSOR	\$50 000,00	\$50 000,00
AUTHORIZED EXPENSES - PROGRESS REVIEW MEETINGS			
Air Fare	Attached invoices		\$1 200,00
Accommodations	Attached invoices		\$600,00
Meals	As per attached schedule		\$600,00
Car rental/gas/parking	Attached invoices		\$40,00
Taxi	Attached invoices		\$114,00
Mileage	As per attached schedule		\$17,00
TOTAL CORE PROJECT TEAM AND EXPENSES			\$52 571,00

CONTRACTOR - ENTREPRENEUR

ABC Cie

Street address

TC Technical Advisor

001
30-sept-19

CONTRACT # **T8010-190044/004/MB**

TASK 1. TECHNICAL STATEMENT OF REQUIREMENTS

Item	Summary of activities	Days and Per Diem		Total
		# Days	Per Diem	
SUPPLEMENTAL PROJECT RESOURCES				
Senior Marine Systems Engineer	Review of TC documents and CPT surveys Draft TSOR	5,0	\$1 050,00	\$5 250,00
Draftperson	Collect information on ports and terminals	2,0	\$800,00	\$1 600,00
AUTHORIZED EXPENSES				Expenses
Air Fare	Attached invoices			\$5 200,00
Accommodations	Attached invoices			\$1 425,00
Meals	As per attached schedule			\$1 200,00
Car rental/gas/parking	Attached invoices			\$150,00
Taxi	Attached invoices			\$30,00
Airport parking	Attached invoices			\$80,00
Mileage	As per attached schedule			\$15,00
TOTAL PROFESSIONAL RESOURCES AND AUTHORIZED EXPENSES				\$14 950,00

CONTRACTOR - ENTREPRENEUR

ABC Cie

Street address

TC Technical Advisor

CLAIM # **001**

DATE **30-sept-19**

CONTRACT # **T8010-190044/004/MB**

TASK 2. xxxxxxxxxxxxxxxxxxxxxxxx

Item	Summary of activities	Days and Per Diem		Expenses	Total
		# Days	Per Diem		
Senior Marine Systems Engineer					\$0,00
Senior Marine Electrical Systems Engineer					\$0,00
Cost Estimation Specialist					\$0,00
Draftperson					\$0,00
Intermediate Naval Architect Engineer					\$0,00
AUTHORIZED EXPENSES					
TOTAL PROFESSIONAL RESOURCES AND AUTHORIZED EXPENSES					\$0,00

SAMPLE

CONTRACTOR - ENTREPRENEUR

ABC Cie

Street address

TC Technical Advisor

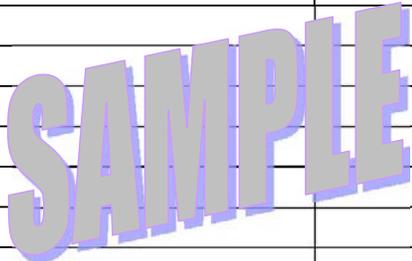
CLAIM # **001**

DATE **30-sept-19**

CONTRACT # **T8010-190044/004/MB**

TASK 3. xxxxxxxxxxxxxxxxxxxxxxxx

Item	Summary of activities	Days and Per Diem		Expenses	Total
		# Days	Per Diem		
Senior Marine Systems Engineer					\$0,00
Senior Marine Electrical Systems Engineer					\$0,00
Cost Estimation Specialist					\$0,00
Draftperson					\$0,00
Intermediate Naval Architect Engineer					\$0,00
AUTHORIZED EXPENSES					
TOTAL PROFESSIONAL RESOURCES AND AUTHORIZED EXPENSES					\$0,00



NON-DISCLOSURE AGREEMENT

SUPPORTING THE PROCUREMENT OF TWO NEW FERRIES PROJECT

Request for Proposal (RFP) No: T8010-190044

_____ (the "Company"), and all of its personnel involved in working on the contract resulting from RFP No T8010-190044 (the "Project"): recognize that during the course of the Project, they will be given access to information related to the Project, including information that is confidential or proprietary to third parties, and information that may be conceived, developed or produced by Canada as part of the Project.

For the purposes of this agreement, information includes but is not limited to: any documents, instructions, guidelines, proposals, data, material, advice or any other information provided to a representative(s) of the Company, whether orally, in printed form, recorded electronically, or otherwise, and whether or not labeled as proprietary or sensitive.

The Company agrees that neither it, nor its personnel, will reproduce, copy, use, divulge, release or disclose, in whole or in part, in any way or form whatsoever, any information described above to any person other than a person employed by Canada. The Company further undertakes to safeguard the information provided to it, and to take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of such information in contravention of this agreement.

The Company also agrees that any and all information provided to it by or on behalf of Canada may only be used for the purpose the Project and shall remain the property of Canada or a third party, as the case may be. The Company agrees that it shall return or destroy, as Canada may direct, any and all printed material or electronic media that is subject to this Agreement.

The Company further agrees that the obligations contained in this agreement shall continue and survive the conclusion of the contract to be awarded pursuant to RFP No: T8010-190044.

COMPANY NAME

Per: _____

Signature

I have authority to bind the corporation.

Date

ANNEX 'E'



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat RFP No. T3010-190044
Security Classification / Classification de sécurité

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 Transport Canada		2. Branch or Directorate / Direction générale ou Direction Air, Marine and Environmental Programs
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 TC requires the services of a Naval Architecture and Marine Engineering consulting firm to act as an external Technical Marine Advisor (ETMA) to support TC in the procurement processes to design and build two new ferry vessels to replace aging vessels in the TC fleet. The ETMA will provide expert advice and technical oversight to TC throughout the project lifecycle, including developing vessel specifications and concept designs, supporting contract negotiations with a shipyard to design and build the vessels, and providing onsite oversight at the shipyard during vessel construction. The contract will consist of two phases and is expected to span up to 7 years (~5 years to build the two new vessels).		
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? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. 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		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
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 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 checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input 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 <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	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

Canada



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 / Non Yes / 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 / Non Yes / 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 EMBLEMES | | | |

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 / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / 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 / Non Yes / 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 / Non Yes / 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 / Non Yes / 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 / Non Yes / 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 / Non Yes / Oui



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

For users completing the form manually use the summary chart below to indicate the category(ies) 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 / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
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).

Schedule A to T8010-190044

TECHNICAL EVALUATION CRITERIA

Technical Evaluation

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Technical Bid

This document sets out the Mandatory Technical Criteria and the Rated Technical Criteria.

For each Mandatory Technical Criteria, a statement and supporting evidence must be provided. If the bid is assessed as non-compliant with any mandatory requirement, it will not be assessed against the Rated Technical Criteria.

The Rated Technical Criteria will be rated in accordance with the referenced Rating Scale.

The Rated Technical Criteria will be evaluated using the following ratios:

R1: Project Management Plan (20%)

R2: Corporate Experience (40%)

R3: Human Resources (40%)

Table 1 below provides the general overview of the Rated Evaluation Criteria, applicable weight and minimum weighted scores for Rated Evaluation Criteria. In order to be considered compliant, the bid must achieve the Minimum Weighted Scores Required identified in the last column of Table 1.

Table 1

Rated Technical Evaluation – Scoring Grid			
Evaluation Criteria	Weighting		Minimum Weighted Score Required
R1 Project Management Plan	Total Weighting - 20		no minimum
	% of Criteria	Weighted points	
R1a Master Project Schedule	35% of R1	7	
R1b Project Resource Plan	35% of R1	7	
R1c Risk Management Plan	20% of R1	4	
R1d Communications Plan	10% of R1	2	
R2 Corporate Experience in Comparable Projects	Total Weighting - 40		24
	% of Criteria	Weighted points	
R2a Corporate Experience in Comparable Projects	40% of R2	16	
R2a.1	80% of R2a	12.8	
R2a.2	20% of R2a	3.2	
R2b Corporate Experience Providing Technical	60% of R2	24	
R2b.1	20% of R2b	4.8	
R2b.2	80% of R2b	19.2	
R3: Core Project Team Resources	Total Weighting - 40		24
	% of Criteria	Weighted points	
R3a Project Manager	40% of R3	16	
R3a.1	30% of R3a	4.8	
R3a.2	20% of R3a	3.2	
R3a.3	5% of R3a	0.8	
R3a.4	15% of R3a	2.4	

Rated Technical Evaluation – Scoring Grid			
Evaluation Criteria	Weighting		Minimum Weighted Score Required
R3a.5	15% of R3a	2.4	
R3a.6	15% of R3a	2.4	
R3b Senior Naval Architect Engineer	30% of R3	12	
R3b.1	25% of R3b	3	
R3b.2	15% of R3b	1.8	
R3b.3	5% of R3b	0.6	
R3b.4	5% of R3b	0.6	
R3b.5	15% of R3b	1.8	
R3b.6	10% of R3b	1.2	
R3b.7	10% of R3b	1.2	
R3b.8	15% of R3b	1.8	
R3c Senior Marine Engineer	30% of R3	12	
R3c.1	30% of R3c	3.6	
R3c.2	15% of R3c	1.8	
R3c.3	10% of R3c	1.2	
R3c.4	5% of R3c	0.6	
R3c.5	15% of R3c	1.8	
R3c.6	10% of R3c	1.2	
R3c.7	15% of R3c	1.8	
TOTAL – R1, R2 and R3	Overall Weighting		Minimum Overall Weighting Required
	100		60

	Mandatory Technical Criteria
M1	<p>Bidder’s Corporate Experience in Comparable Shipbuilding, Ship Conversion or Ship Modernization Projects</p> <p>The Bidder must demonstrate experience performing naval architecture and marine engineering services by providing four projects that meet the following criteria:</p> <ol style="list-style-type: none"> 1) the Bidder performed naval architecture and marine engineering services for the shipbuilding, ship conversion or ship modernization projects submitted; 2) each project must have a capital value equivalent to \$50 million Canadian or more; 3) at least two projects must be completed; 4) at least one project must demonstrate experience in shipbuilding; and 5) experience for each project must have been obtained within 15 years of the date of bid closing. <p>The Bidder should submit projects using the Bidder’s Response Template for M1 at Attachment 1 of Schedule A.</p> <p>Projects presented for M1 may be the same as those presented for M2.</p>
M2	<p>Bidder’s Corporate Experience Providing Technical Marine Advisory Services</p> <p>The Bidder must demonstrate that it possesses a minimum of ten years of *experience in a technical marine advisory role by providing three projects that meet the following criteria:</p> <ol style="list-style-type: none"> 1) the Bidder held the role of technical marine advisor for the oversight and management of a shipbuilding, ship conversion, or ship modernization project; 2) the ten years’ experience in the role of technical marine advisor must have been obtained within 15 years of the date of bid closing; and 3) at least two projects must be completed. <p>* Experience can be for services provided internally or externally to the Bidder’s organization.</p> <p>The Bidder should submit projects using the Bidder’s Response Template for M2 at Attachment 1 of Schedule A.</p> <p>Projects presented for M2 may be the same as those presented for M1.</p>
M3	<p>Project Management Plan (PMP)</p> <p>The Bidder must submit a PMP, including as a minimum, a Master Project Schedule (MPS), in the form of a Gantt chart (or equivalent) that identifies Work activities and their timelines required to deliver Phase 1 and Phase 2 as described in the SOW Appendix A - List of Work Activities.</p>

Core Project Team Mandatory Technical Criteria	
M4	<p>Project Manager</p> <p>The Bidder’s proposed Project Manager must have:</p> <ol style="list-style-type: none"> a. a valid First Class Motor Engineer Certificate of Competency issued under the <i>Canada Shipping Act, 2001</i>; or b. a Bachelor degree (or higher) in Naval Architecture; or c. a Bachelor degree. <p>The Bidder must provide a CV for the proposed Project Manager which demonstrates a minimum of ten years of experience as a project manager for marine engineering design, shipbuilding, ship conversion, or ship modernization projects, including:</p> <ol style="list-style-type: none"> a. the role and responsibilities held in the role of project manager; b. the duration of each experience cited: start and end dates (month, year); and c. a project description, including type of vessel.
M5	<p>Senior Naval Architect Engineer</p> <p>The Bidder’s proposed Senior Naval Architect Engineer must provide a CV and :</p> <ol style="list-style-type: none"> a. have a university degree in naval architecture engineering; or b. hold a valid provincial, state or federal (national) licence to practice as a professional engineer.
M6	<p>Senior Marine Engineer</p> <p>The Bidder’s proposed Senior Marine Engineer must provide a CV and:</p> <ol style="list-style-type: none"> a. hold a valid first class motor (or combined) certificate of competency issued under the <i>Canada Shipping Act, 2001</i>.

Rated Technical Criteria	
R 1 - Project Management Plan (PMP)	R1 Technical Score: 20/100
<p>The Bidder’s proposed Project Management Plan (PMP) which includes a Master Project Schedule (MPS) submitted as part of M4 should also include at a minimum the following elements:</p> <ul style="list-style-type: none"> • Project Resource Plan (PRP); • Risk Management Plan (RMP); and • Communications Plan (CP). 	
R 1a - Master Project Schedule (MPS)	35% of R 1
<p>The Bidder’s proposed MPS, in the form of a Gantt chart (or equivalent), submitted as part of M3 should demonstrate the Bidder’s approach to undertaking the Work activities required to deliver Phase 1 and Phase 2, as described in the SOW Appendix A - List of Work Activities.</p> <p>The Bidder proposed response for R 1a should include:</p> <ol style="list-style-type: none"> 1. A detailed MPS that includes a list of key activities required to deliver Phase 1 and Phase 2, as described in the SOW Appendix A - List of Work Activities, including; <ol style="list-style-type: none"> i) time (duration) that each activity will take to complete); ii) number of resources required for each Work activity, identified as CPT or Supplemental Project Resources; iii) dependencies between the activities; iv) any required studies; v) key milestones and deliverables; and vi) any additional key activities and corresponding number of resources, identified as CPT or Supplemental Project Resources, required to deliver Phase 1 and Phase 2. 2. A narrative that describes: <ol style="list-style-type: none"> i) details of any third party factors that may affect the proposed timelines outlined in the MPS and SOW Appendix A - List of Work Activities; ii) key assumptions made and constraints identified concerning the development and implementation of the MPS; and iii) the Bidder’s approach to adapt to unanticipated problems and changes that could impact the MPS. 	
Evaluation Criteria	Scoring
<p>R 1a.1</p> <p>The response will be evaluated on the degree to which:</p> <ul style="list-style-type: none"> • the MPS identifies all Work activities, expected resource requirements, and 	<p>R 1a.1</p> <p>0 Points – No response provided.</p> <p>4 Points - Minimal or unclear information provided that does not address the criteria. The Bidder provided an insufficient level of</p>

<p>associated timelines required to deliver Phase 1 and Phase 2, as described in the SOW Appendix A - List of Work Activities;</p> <ul style="list-style-type: none"> • the MPS identifies key dependencies between activities; • the proposed time duration for each Work activity in the MPS reflects proposed resourcing levels and industry standard timelines applicable to the design and construction of vessels; • the MPS clearly identifies key milestones and deliverables; • the MPS identifies necessary studies that may be required to support achievement of deliverables and milestones; • the MPS represents an achievable approach to perform Work activities and achieve milestones within the estimated timelines outlined in the SOW Appendix A - List of Work Activities; • the response effectively highlights and explains key assumptions and constraints including potential third party factors that could impact achievement of key milestones; and • the Bidder’s approach to adapt to unanticipated problems and changes that could impact the MPS is realistic and achievable. 	<p>detail that does not adequately demonstrate an understanding of the criteria or a sufficient approach to undertaking the Work activities required to deliver Phase 1 and Phase 2.</p> <p>6 Points – The response addresses most of the criteria but some substantial information is missing to demonstrate a clear understanding of the criteria. The Bidder provided a sufficient level of detail demonstrating an adequate approach to undertaking the Work activities required to deliver Phase 1 and Phase 2.</p> <p>8 Points - The response addresses most of the criteria and contains most of the information required to demonstrate a clear understanding of the criteria. The Bidder provided a near complete level of detail demonstrating a very good approach to undertaking the Work activities required to deliver Phase 1 and Phase 2.</p> <p>10 Points - The response addresses all criteria and demonstrates a full and clear understanding of all the criteria. The Bidder provided an extensive level of detail demonstrating a complete and sound approach to undertaking the Work activities required to deliver Phase 1 and Phase 2.</p>
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<p>R 1b - Project Resource Plan (PRP)</p>	<p>35% of R 1</p>
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The Bidder should submit a PRP that describes the Bidder’s approach to allocating the resources and personnel that will be needed to deliver Phase 1 and Phase 2, as described in the SOW Appendix A - List of Work Activities, and that aligns with resource requirements submitted in the MPS in R 1a.

The PRP should reflect resources required proposed in R 1a and should include:

- i) number of, and positions of all resources assigned to each Work activity for Phase 1 and Phase 2;
- ii) proposed resource type (e.g. Core Project Team, Supplemental Project Resource or other resource);
- iii) specialization or area of expertise for each proposed resource;
- iv) estimated level of effort (# of days, full time, part time, etc.) per resource for each Work activity;
- v) any proposed sub-contractors or sub-consultants;

<ul style="list-style-type: none"> vi) organizational chart(s) including all resources proposed for Phase 1 and Phase 2, lines of reporting, and staff positions proposed for each Work activity; vii) a description of the key assumptions and constraints concerning the development and implementation of the PRP; viii) description of the Bidder’s approach to ensuring sufficient resources will be available throughout the duration of the project; ix) a listing of current projects and details including percentage complete, planned completion date, and strategy for transitioning Core Project Team to commence Phase 1 Work; x) a description of the Bidder’s approach to ensuring continuity of resources throughout the duration of Phase 1 and Phase 2; and xi) an approach to adapt to unanticipated problems and changes that could impact the delivery of Phase 1 and Phase 2. 	
Evaluation Criteria	Scoring
<p>R 1b.1</p> <p>The PRP will be evaluated on the degree to which:</p> <ul style="list-style-type: none"> • the Bidder clearly identifies and allocates resources to all Phase 1 and Phase 2 Work activities described in the SOW Appendix A - List of Work Activities, taking into account additional activities identified in the MPS submitted in R 1a; • the identified resources are allocated to Work activities that align to their specialization or area of expertise; • organization chart(s) show clear lines of reporting for all resources for each Work activity; • overall, the proposed PRP demonstrates an effective approach to efficient completion of Work activities identified in the SOW Appendix A - List of Work Activities taking into account additional activities identified in the MPS submitted in R 1a; • supplemental Project Resources for Work activities identified in the SOW Appendix A - List of Work Activities taking into account additional activities identified in the MPS submitted in R 1a are assigned in a manner that maximizes the continuity of resources throughout Phase 1 and Phase 2; 	<p>R 1b.1</p> <p>0 Points – No response provided</p> <p>4 Points - Minimal or unclear information provided that does not address the criteria. The Bidder provided an insufficient level of detail that does not adequately demonstrate an understanding of the criteria or a sufficient approach to allocating the resources and personnel that will be needed to deliver Phase 1 and Phase 2, as described in the SOW Appendix A - List of Work Activities, taking into account additional activities identified in the MPS submitted in R 1a.</p> <p>6 Points – The response addresses most of the criteria but some substantial information is missing to demonstrate a clear understanding of the criteria. The Bidder provided a sufficient level of details demonstrating an adequate approach to allocating the resources and personnel that will be needed to deliver Phase 1 and Phase 2, as described in the SOW Appendix A - List of Work Activities, taking into account additional activities identified in the MPS submitted in R 1a.</p>

<ul style="list-style-type: none"> the Bidder’s approach addresses how it will ensure sufficient qualified resources will be available in a timely manner throughout the duration of Phase 1 and Phase 2; the Bidder’s approach demonstrates its capacity to adapt to unanticipated problems and changes that could impact the PRP; and the proposed PRP reasonably supports implementation of the proposed MPS. 	<p>8 Points - The response addresses most of the criteria and contains most of the information required to demonstrate a clear understating of the criteria. The Bidder provided a near complete level of details demonstrating a very good approach to allocating the resources and personnel that will be needed to deliver Phase 1 and Phase 2, as described in the SOW Appendix A - List of Work Activities, taking into account additional activities identified in the MPS submitted in R 1a.</p> <p>10 Points - The response addresses all criteria and demonstrates a full and clear understanding of all the criteria. The Bidder provided an extensive level of details demonstrating a complete and sound approach to allocating the resources and personnel that will be needed to deliver Phase 1 and Phase 2, as described in the SOW Appendix A - List of Work Activities, taking into account additional activities identified in the MPS submitted in R 1a.</p>
<p>R 1c - Risk Management Plan (RMP)</p>	<p>20% of R 1</p>
<p>The Bidder should submit a RMP that describes the Bidder’s approach to risk management including proposed strategies, processes and management systems for the identification, analysis, management and monitoring of project risks throughout Phase 1 and Phase 2.</p>	
<p>Evaluation Criteria</p>	<p>Scoring</p>
<p>R 1c.1</p> <p>The RMP will be evaluated on the degree to which:</p> <ul style="list-style-type: none"> the Bidder’s approach is consistent with project management best practices and clearly describes the Bidder’s approach to identify, analyze, prioritize, escalate, document and monitor risks throughout Phase 1 and Phase 2; and 	<p>R 1c.1</p> <p>0 Points – No response provided.</p> <p>4 Points - Minimal or unclear information provided that does not address the criteria. The Bidder provided an insufficient level of detail that does not adequately demonstrate an understanding of the criteria or a sufficient approach to risk management.</p>

<ul style="list-style-type: none"> the Bidder identifies and describes proposed strategies to effectively mitigate, manage, reduce, or avoid risks. 	<p>6 Points – The response addresses most of the criteria but some substantial information is missing to demonstrate a clear understanding of the criteria. The Bidder provided a sufficient level of details demonstrating an adequate approach to risk management.</p> <p>8 Points - The response addresses most of the criteria and contains most of the information required to demonstrate a clear understating of the criteria. The Bidder provided a near complete level of details demonstrating a very good approach to risk management.</p> <p>10 Points - The response addresses all criteria and demonstrates a full and clear understanding of all the criteria. The Bidder provided an extensive level of detail demonstrating complete and sound approach to risk management.</p>
<p>R 1d - Communications Plan (CP)</p>	<p>10% of R 1</p>
<p>The Bidder should submit a CP that describes the Bidder’s approach to communication between the Core Project Team (CPT), the PA and the shipyard throughout Phase 1 and Phase 2.</p> <p>The CP should include:</p> <ul style="list-style-type: none"> i) roles and responsibilities of the CPT for managing communications with the PA and the shipyard throughout Phase 1 and Phase 2; and ii) communication standards outlining minimum response times, distribution methods, frequency, and distribution list for all anticipated communication methods. 	
<p>Evaluation Criteria</p>	<p>Scoring</p>
<p>R 1d.1</p> <p>The CP will be evaluated on the degree to which:</p> <ul style="list-style-type: none"> the roles and responsibilities of the CPT for communicating with the PA and the shipyard are clearly explained, and support effective communication throughout Phase 1 and Phase 2; and 	<p>R 1d.1</p> <p>0 Points – No response provided.</p> <p>4 Points – Minimal or unclear information provided that does not address the criteria. The Bidder provided an insufficient level of detail that does not adequately demonstrate an understanding of the criteria or a sufficient</p>

<ul style="list-style-type: none"> • a clear approach to communication and coordination, supported by processes and procedures. 	<p>approach to managing communications between the Core Project Team (CPT), the PA and the shipyard throughout Phase 1 and Phase 2.</p> <p>6 Points –The response addresses most of the criteria but some substantial information is missing to demonstrate a clear understanding of the criteria. The Bidder provided a sufficient level of details demonstrating an adequate approach to managing communications between the Core Project Team (CPT), the PA and the shipyard throughout Phase 1 and Phase 2.</p> <p>8 Points - The response addresses most of the criteria and contains most of the information required to demonstrate a clear understating of the criteria. The Bidder provided a near complete level of details demonstrating a very good approach to managing communications between the Core Project Team (CPT), the PA and the shipyard throughout Phase 1 and Phase 2.</p> <p>10 Points - The response addresses all criteria and demonstrates a full and clear understanding of all the criteria. The Bidder provided an extensive level of details demonstrating a complete and sound approach to managing communications between the Core Project Team (CPT), the PA and the shipyard throughout Phase 1 and Phase 2.</p>
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R 2 - Corporate Experience	R 2 Technical Score: 40/100 Must achieve 60% overall for R2
R 2a - Bidder’s Corporate Experience in Comparable Shipbuilding, Ship Conversion or Ship Modernization Projects	40% of R 2
<p>The Bidder should provide the following information for each of the four projects submitted for M1:</p> <ol style="list-style-type: none"> 1. A description of the project including: <ol style="list-style-type: none"> a. Type of project: shipbuilding, ship conversion or ship modernization b. Type of vessel: ferry or non-ferry c. Description of the following vessel characteristics, if applicable: <ol style="list-style-type: none"> i. Closed deck or multi deck vessel ii. Ice-strengthened iii. Length >75m iv. Dual fuel or hybrid propulsion technology 2. Describe the Bidder’s experience in the application of strategies or technologies to optimize vessel performance in relation to operational and fuel efficiency, environmental sustainability, and safety. Including, for example, but not limited to the following technologies: <ol style="list-style-type: none"> a. Optimizing modes of vehicle loading/unloading b. Propulsion and maneuverability c. Performance in ice conditions d. Control of noise and vibration e. Energy efficiency f. Reduction in greenhouse gas emissions g. Dynamic positioning control system h. Vessel motion analysis i. Operations and maintenance j. Operational safety 	
Evaluation Criteria	Scoring
<p>R 2a.1</p> <p>The projects that include the following elements are deemed more comparable and will receive scoring as detailed in the scoring column:</p> <ol style="list-style-type: none"> a. Shipbuilding project b. Ferry vessel c. Closed deck or multi deck vessel d. Ice-strengthened vessel e. Vessel length >75m 	<p>R 2a.1 Weighting of 80 % of R 2a</p> <p>Maximum number of points = 100</p> <p>Starting points = 60</p> <p><u>Shipbuilding projects</u> = 3 points per project. Maximum number of points = 12.</p> <p><u>Ferry Vessel</u> = 3 points per project. Maximum number of points = 12.</p>

<p>f. Dual fuel or hybrid propulsion technology</p>	<p><u>Closed deck or multi deck vessel</u> = 1 point per project. Maximum number of points = 4 points.</p> <p><u>Ice-strengthened vessel</u> = 1 point per project. Maximum number of points = 4 points.</p> <p><u>Vessel length >75m</u> = 1 point per project. Maximum number of points = 4 points.</p> <p><u>Dual fuel or hybrid propulsion technology</u> = 1 point per project. Maximum number of points = 4 points.</p>
<p>R 2a.2</p> <p>The projects will be evaluated together on the degree to which they demonstrate the Bidder’s experience in the application of strategies or technologies to optimize vessel performance in relation to operational and fuel efficiency, environmental sustainability, and safety.</p>	<p>R 2a.2 Weighting of 20% of R 2a</p> <p>Maximum number of points = 10</p> <p>0 Points – No response provided.</p> <p>4 Points – Minimal or unclear information is provided. Did not demonstrate its experience in the application of strategies or technologies to optimize vessel performance in relation to operational and fuel efficiency, environmental sustainability, and safety.</p> <p>6 Points- Sufficient level of detail is provided. Demonstrates some experience in the application of strategies or technologies to optimize vessel performance in relation to operational and fuel efficiency, environmental sustainability, and safety.</p> <p>8 Points - Thorough and near complete level of detail is provided. Demonstrates a good breadth of experience in the application of strategies or technologies to optimize vessel performance in relation to operational and fuel efficiency, environmental sustainability, and safety.</p>

	10 Points - Extensive details are provided that fully and completely demonstrate extensive and significant experience in the application of strategies or technologies to optimize vessel performance in relation to operational and fuel efficiency, environmental sustainability, and safety.
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R 2b – Bidder’s Corporate Experience Providing Technical Marine Advisory Services	60% of R 2
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The Bidder should provide the following additional information for each of the three projects submitted for M2:

1. Clearly state how services performed by the Bidder are relevant to the services to be provided during Phase 1 and Phase 2 as described in the SOW Appendix A – List of Work Activities.
2. Describe the Bidder’s role as a technical marine advisor, the significance of the role, and how the experience will enable the Bidder to successfully perform the following Work activities:
 - a. development and documentation of vessel performance and technical specifications;
 - b. marine procurement and contract negotiations;
 - c. vessel design review process;
 - d. vessel construction assurance activities;
 - e. development or review of vessel maintenance plans and operations manuals;
 - f. vessel costing and lifecycle costing;
 - g. project management activities including risk management, schedule control and cost control;
 - h. management and resolution of design review or construction supervision challenges and constraints; and
 - i. management and coordination of stakeholder communications and the resolution of issues.
3. Any further information that will assist in the evaluation of projects submitted, in line with the evaluation criteria R2b.

Evaluation Criteria	Scoring
<p>R 2b.1</p> <p>Each project will be evaluated on the degree to which the Bidder clearly demonstrates:</p> <p>The relevance of its experience to the requirements of the services to be provided in</p>	<p>R 2b.1 – weighting of 20% of R 2b</p> <p>Maximum points per project = 10 points Total maximum points for R 2b.1 = 30 points.</p> <p><u>For each of the three projects provided:</u></p>

<p>Phase 1 and Phase 2 as described in the SOW Appendix A – List of Work Activities.</p>	<p>0 Points – No response provided.</p> <p>4 Points – Minimal or unclear information is provided. Did not demonstrate how experience is relevant to this requirement.</p> <p>6 Points- Sufficient level of detail is provided. Demonstrates that experience is generally relevant to this requirement.</p> <p>8 Points - Thorough and near complete level of detail is provided. Demonstrates that experience is very relevant to this requirement.</p> <p>10 Points - Extensive details are provided that fully and completely demonstrate that experience is highly relevant this requirement.</p>
<p>R 2b.2</p> <p>Each project will be evaluated on the degree to which the Bidder clearly demonstrates:</p> <p>Its capability to successfully perform the role of technical marine advisor during Phase 1 and Phase 2 as described in the SOW Appendix A – List of Work Activities, including:</p> <ul style="list-style-type: none"> • development and documentation of vessel performance and technical specifications; • supporting contract negotiation for the design or construction of vessels; • vessel design review; • vessel construction oversight; • development or review of vessel maintenance plans and operations manuals; • providing accurate cost estimates for vessel design and construction; • effective project management that supports achieving on-time, on-budget, and within scope delivery of a shipbuilding, ship conversion or ship modernization project; 	<p>R 2b.2 Weighting of 80% of R 2b</p> <p>Maximum points per project = 10 points Total maximum points for R 2b.2 = 30 points.</p> <p><u>For each of the three projects provided:</u></p> <p>0 Points - No response provided.</p> <p>4 Points – Minimal or unclear information provided that does not address the criteria The Bidder provided insufficient information and it does not demonstrate the Bidder has sufficient capability to successfully perform the role of technical marine advisor during Phase 1 and Phase 2 as described in the SOW Appendix A – List of Work Activities.</p> <p>6 Points - The response addresses most of the criteria but some substantial information is missing to demonstrate a clear understanding of the criteria. The Bidder provided a sufficient level of detail to demonstrate that the Bidder has an acceptable level of capability to successfully perform the role of technical marine advisor</p>

<ul style="list-style-type: none"> • effective management and resolution of design review or construction oversight challenges and constraints; and • effective management and coordination of stakeholder communications and effective resolution of issues. 	<p>during Phase 1 and Phase 2 as described in the SOW Appendix A – List of Work Activities.</p> <p>8 Points – The response addresses most of the criteria and contains most of the information required to demonstrate a clear understating of the criteria. The Bidder provided a near complete level of detail to demonstrate the Bidder has a very good level of capability to successfully perform the role of technical marine advisor during Phase 1 and Phase 2 as described in the SOW Appendix A – List of Work Activities.</p> <p>10 Points –The response addresses all criteria and demonstrates a full and clear understanding of all the criteria. The Bidder provided an extensive level of details demonstrating fully and completely that the Bidder has an excellent level of capability to successfully perform the role of technical marine advisor during Phase 1 and Phase 2 as described in the SOW Appendix A – List of Work Activities.</p>
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R 3 - Core Project Team (CPT) Resources	R 3 Technical Score: 40/100 Must achieve 60% overall for R 3
R 3a – Project Manager	40% of R 3
<p>The Bidder should include the following information in the proposed Project Manager’s CV:</p> <ol style="list-style-type: none"> 1. education and professional designations; 2. employer; 3. at least four projects which describe the proposed Project Manager’s experience on shipbuilding, ship conversion, or ship modernization projects. For each project, the following details should be provided: <ol style="list-style-type: none"> i) project name and name of client, including address and contact information; ii) project description, including type of vessel, type of project (shipbuilding, ship conversion or ship modernization) and project value in Canadian dollars; iii) duration of the proposed Project Manager’s involvement in the project: start and end dates (month and year); iv) role and responsibilities held, including key achievements; and v) description of the proposed Project Manager’s role on the project, the significance of the role, and how the experience will enable the proposed Project Manager to successfully perform role and responsibilities of the Project Manager described in the SOW. 4. any other details and supporting information in order to clearly demonstrate each evaluation criterion of R 3a. <p>The same project(s) may be used to satisfy more than one of the criteria of R 3a.</p>	
Evaluation Criteria	Scoring
<p>R 3a.1</p> <p>Years of experience as a project manager for marine engineering design projects or as a marine engineering professional, obtained within the last 15 years prior to the closing date of the RFP.</p>	<p>R 3 a.1 Weighting of 30% of R 3 a</p> <p>Clearly demonstrated experience of criterion R3 a.1 will be scored as follows:</p> <p>10 to <12 years = 6 points 12 years or more = 7points 13 years or more = 8 points 14 years or more = 9 points 15 years or more = 10 points</p>

<p>R 3a.2</p> <p>Years of experience in managing a marine engineering design project with direct supervision of no less than three individuals at the senior engineer or naval architect level, obtained within the last ten years prior to the closing date of the RFP.</p>	<p>R 3a.2 Weighting of 20% of R 3a</p> <p>Clearly demonstrated experience of criterion R3a.2 will be scored as follows:</p> <p>Less than 5 years = 0 points 5 to <7 years = 6 points 7 years or more = 7points 8 years or more = 8 points 9 years or more = 9 points 10 or more years = 10 points</p>
<p>R 3a.3</p> <p>Experience in working with vessel operators to understand and define a vessel’s mission on shipbuilding, ship conversion, or ship modernization project.</p>	<p>R 3a.3 Weighting of 5% of R 3a</p> <p>Clearly demonstrated experience of criterion R3a.3 on four projects will be scored as follows:</p> <p>0 projects = 0 points 1 project = 3 points 2 projects = 6 points 3 projects = 8 points 4 projects = 10 points</p> <p>Maximum number of points for four projects = 10 points</p>
<p>R 3a.4</p> <p>Experience in establishing vessel performance requirements on shipbuilding, ship conversion or ship modernization project.</p>	<p>R 3a.4 Weighting of 15% of R 3a</p> <p>Clearly demonstrated experience of criterion R3a.4 on four projects will be scored as follows:</p> <p>0 projects = 0 points 1 shipbuilding, ship conversion or ship modernization project = 3 points 2 shipbuilding, ship conversion or ship modernization projects = 6 points</p>

	<p>Each additional ship conversion or ship modernization project = 1 point per project to a maximum of 2 points</p> <p>Each additional ship building project = 2 points per project to maximum of 4 points</p> <p>Maximum number of points for four projects = 10 points</p>
<p>R 3a.5 Experience in supporting the development, review, verification, and validation of ship or system designs on shipbuilding, ship conversion or modernization project.</p>	<p>R 3a.5 Weighting of 15% of R 3a</p> <p>Clearly demonstrated experience of criterion R 3a.5 on four projects will be scored as follows:</p> <p>0 projects = 0 points</p> <p>1 shipbuilding, ship conversion or ship modernization project = 3 points</p> <p>2 shipbuilding, ship conversion or ship modernization projects = 6 points</p> <p>Each additional ship conversion or ship modernization project = 1 point per project to a maximum of 2 points</p> <p>Each additional ship building project = 2 points per project to maximum of 4 points</p> <p>Maximum number of points for four projects = 10 points</p>
<p>R 3a.6 Capability to successfully perform the role and responsibilities of the Project Manager described in the SOW.</p>	<p>R 3a.6 Weighting of 15% of R 3a</p> <p>Clearly demonstrated experience of criterion R 3a.6 on four projects will be scored as follows:</p> <p><u>For each of the four projects provided:</u></p> <p>0 Points - No response provided.</p> <p>4 Points – Minimal or unclear information provided. The Bidder provided insufficient information and it does not demonstrate the proposed Project Manager has sufficient</p>

	<p>capability to successfully perform the role and responsibilities of the Project Manager described in the SOW.</p> <p>6 Points - The Bidder provided a sufficient level of detail to demonstrate that the proposed Project Manager has an acceptable level of capability to successfully perform the role and responsibilities of the Project Manager described in the SOW.</p> <p>8 Points – The Bidder provided a near complete level of detail to demonstrate the proposed Project Manager has a very good level of capability to successfully perform the role and responsibilities of the Project Manager described in the SOW.</p> <p>10 Points – The Bidder provided an extensive level of details demonstrating fully and completely that the proposed Project Manager has an excellent level of capability to successfully perform the role and responsibilities of the Project Manager described in the SOW.</p> <p>Maximum number of points for four projects = 40 points.</p>
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R 3b – Senior Naval Architect Engineer	30% of R 3
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<p>The Bidder should include the following information in the proposed Senior Naval Architect Engineer’s CV:</p> <ol style="list-style-type: none"> 1. education and professional designations; 2. employer; 3. at least three projects which describe the proposed Senior Naval Architect Engineer’s experience on shipbuilding, ship conversion, or ship modernization projects. For each project, the following details should be provided: <ol style="list-style-type: none"> i) project name and name of client, including address and contact information; ii) project description, including type of vessel, type of project (shipbuilding, ship conversion or ship modernization) and value in Canadian dollars; iii) duration of the proposed Senior Naval Architect Engineer’s involvement in the project: start and end dates (month and year);

- iv) role and responsibilities held, including key achievements; and
 - v) description of the proposed Senior Naval Architect Engineer’s role on the project, the significance of the role, and how the experience will enable the proposed Senior Naval Architect Engineer to successfully perform role and responsibilities of the Senior Naval Architect Engineer’s described in the SOW.
4. any other details and supporting information in order to clearly demonstrate each evaluation criterion of R 3b.

The same project(s) may be used to satisfy more than one of the criteria of R3b.

Evaluation Criteria	Scoring
<p>R 3b.1</p> <p>Years of experience in naval architecture, obtained within the last 15 years prior to the closing date of the RFP.</p>	<p>R 3b.1 Weighting of 25% of R 3b</p> <p>Clearly demonstrated experience of criterion R3b.1 will be scored as follows:</p> <p>Less than 5 years = 0 points 5 years or more = 3 points 7 years or more = 4 points 10 years or more = 6 points 12 years or more = 7 points 13 years or more = 8 points 14 years or more = 9 points 15 years or more = 10 points</p>
<p>R 3b.2</p> <p>Experience in direct management of a design team for a ship design, ship conversion or ship modernization project, obtained within the last 15 years prior to the closing date of the RFP.</p>	<p>R 3b.2 Weighting of 15% of R 3b</p> <p>Clearly demonstrated experience of criterion R3b.2 will be scored as follows:</p> <p>0 projects = 0 points 1 project = 3 points 2 projects = 6 points 3 projects = 10 points</p> <p>Maximum number of points for three projects = 10 points</p>

<p>R 3b.3</p> <p>Experience in performing parametric studies in order to determine design alternatives on shipbuilding, ship conversion or ship modernization projects.</p>	<p>R 3b.3 Weighting of 5% of R 3b</p> <p>Clearly demonstrated experience of criterion R3b.3 on three projects will be scored as follows:</p> <p>0 projects = 0 points</p> <p>1 project = 3 points</p> <p>2 projects = 6 points</p> <p>3 projects = 10 points</p> <p>Maximum number of points for three projects = 10 points</p>
<p>R 3b.4</p> <p>Experience in conducting feasibility studies, options analysis, operational analysis or market research for shipbuilding, ship conversion or ship modernization project.</p>	<p>R 3b.4 Weighting of 5% of R 3b</p> <p>Clearly demonstrated experience of criterion R3b.4 on three projects will be scored as follows:</p> <p>0 projects = 0 points</p> <p>1 project = 3 points</p> <p>2 projects = 6 points</p> <p>3 projects = 10 points</p> <p>Maximum number of points for three projects = 10 points</p>
<p>R 3b.5</p> <p>Experience in supporting the development, review, verification, and validation of ship and/or system designs for shipbuilding, ship conversion or ship modernization projects.</p>	<p>R 3b.5 Weighting of 15% of R 3b</p> <p>Clearly demonstrated experience of criterion R3b.5 on three projects will be scored as follows:</p> <p>0 projects = 0 points</p> <p>1 project = 3 points</p> <p>2 projects = 6 points</p> <p>3 projects = 10 points</p>

	Maximum number of points for three projects = 10 points
<p>R 3b.6</p> <p>Experience in performing modeling and simulation for shipbuilding, ship conversion or ship modernization projects.</p>	<p>R 3b.6 Weighting of 10% of R 3b</p> <p>Clearly demonstrated experience of criterion R3b.6 on three projects will be scored as follows:</p> <p>0 projects = 0 points</p> <p>1 project = 3 points</p> <p>2 projects = 6 points</p> <p>3 projects = 10 points</p> <p>Maximum number of points for three projects = 10 points</p>
<p>R 3b.7</p> <p>Experience in performing trade-off analysis of different design options for shipbuilding, ship conversion or ship modernization projects.</p>	<p>R 3b.7 Weighting of 10% of R 3b</p> <p>Clearly demonstrated experience of criterion R3b.7 on three projects will be scored as follows:</p> <p>0 projects = 0 points</p> <p>1 project = 3 points</p> <p>2 projects = 6 points</p> <p>3 projects 10 points</p> <p>Maximum number of points for three projects = 10 points</p>
<p>R 3b.8</p> <p>Capability to successfully perform the role and responsibilities of the Senior Naval Architect Engineer described in the SOW.</p>	<p>R 3b.8 Weighting of 15% of R 3b</p> <p>Clearly demonstrated experience of criterion R3b.8 on three projects will be scored as follows:</p> <p><u>For each of the three projects provided:</u></p> <p>0 Points - No response provided.</p>

	<p>4 Points – Minimal or unclear information provided. The Bidder provided insufficient information and it does not demonstrate the proposed Senior Naval Architect Engineer has sufficient capability to successfully perform the role and responsibilities of the Senior Naval Architect Engineer described in the SOW.</p> <p>6 Points - The Bidder provided a sufficient level of detail to demonstrate that the proposed Senior Naval Architect Engineer has an acceptable level of capability to successfully perform the role and responsibilities of the Senior Naval Architect Engineer described in the SOW.</p> <p>8 Points – The Bidder provided a near complete level of detail to demonstrate the proposed Senior Naval Architect Engineer has a very good level of capability to successfully perform the role and responsibilities of the Senior Naval Architect Engineer described in the SOW.</p> <p>10 Points – The Bidder provided an extensive level of details demonstrating fully and completely that the proposed Senior Naval Architect Engineer as an excellent level of capability to successfully perform the role and responsibilities of the Senior Naval Architect Engineer described in the SOW.</p> <p>Maximum number of points for three projects = 30 points</p>
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R 3c – Senior Marine Engineer

30% of R 3

The Bidder should include the following information in the proposed Senior Marine Engineer’s CV:

1. education and professional designations;
2. employer;
3. at least three projects which describe the proposed Senior Marine Engineer’s experience on shipbuilding, ship conversion, or ship modernization projects. For each project, the following details should be provided:
 - i) project name and name of client, including address and contact information;

- ii) project description, including type of vessel, type of project (shipbuilding, ship conversion or ship modernization) and project value in Canadian dollars;
 - iii) Length/duration of the proposed Senior Marine Engineer’s involvement in the project: start and end dates (month and year);
 - iv) role and responsibilities held, including key achievements; and
 - v) description of the proposed Senior Marine Engineer’s role on the project, the significance of the role, and how the experience will enable the proposed Senior Marine Engineer to successfully perform role and responsibilities of the Senior Marine engineer’s described in the SOW.
4. any other details and supporting information in order to clearly demonstrate each evaluation criterion of R 3c.

The same project(s) may be used to satisfy more than one of the criteria of R3c

Evaluation Criteria	Scoring
<p>R 3c.1</p> <p>Years of marine experience, obtained within the last 15 years prior to the closing date of the RFP, while in possession of a first class motor (or combined) certificate of competency issued under the <i>Canada Shipping Act, 2001</i>.</p>	<p>R 3c.1 Weighting of 30% of 3c</p> <p>Clearly demonstrated experience of criterion R3c.1 on three projects will be scored as follows:</p> <p>Less than 5 years = 0 points 5 years or more = 3 points 7 years or more = 4 points 10 years or more = 6 points 12 years or more = 7 points 13 years or more = 8 points 14 years or more = 9 points 15 years or more = 10 points</p>
<p>R 3c.2</p> <p>Experience in directly managing a design team for a ship design, ship conversion or ship modernization project, obtained within the last 15 years prior to the closing date of the RFP.</p>	<p>R 3c.2 Weighting of 15% of R 3c</p> <p>Clearly demonstrated experience of criterion R3c.2 on three projects will be scored as follows:</p> <p>0 projects = 0 points 1 project = 3 points 2 projects = 6 points 3 projects = 10 points</p>

	Maximum number of points for three projects = 10 points
<p>R 3c.3</p> <p>Experience in interaction with shipyards project teams and International Association of Classification Societies (IACS) members, obtained within the last ten years prior to the closing date of the RFP.</p>	<p>R 3c.3 Weighting of 10% of R 3c</p> <p>Clearly demonstrated experience of criterion R3c.3 on three projects will be scored as follows:</p> <p>0 projects = 0 points</p> <p>1 project = 3 points</p> <p>2 projects = 6 points</p> <p>3 projects = 10 points</p> <p>Maximum number of points for three projects = 10 points</p>
<p>R 3c.4</p> <p>Experience in conducting feasibility studies, options analysis, and operational analysis.</p>	<p>R 3c.4 Weighting of 5% of R 3c</p> <p>Clearly demonstrated experience of criterion R3c.4 on three projects will be scored as follows:</p> <p>0 projects = 0 points</p> <p>1 project = 3 points</p> <p>2 projects = 6 points</p> <p>3 projects = 10 points</p> <p>Maximum number of points for three projects = 10 points</p>
<p>R 3c.5</p> <p>Experience in supporting the development, review, verification, and validation of ship and/or system designs for shipbuilding, ship conversion or ship modernization projects.</p>	<p>R 3c.5 Weighting of 15% of R 3c</p> <p>Clearly demonstrated experience of criterion R3c.5 on three projects will be scored as follows:</p> <p>0 projects = 0 points</p> <p>1 project = 3 points</p> <p>2 projects = 6 points</p>

	<p>3 projects = 10 points</p> <p>Maximum number of points for three projects = 10 points</p>
<p>R 3c.6</p> <p>Experience in performing trade-off analysis of different design options for shipbuilding, ship conversion or ship modernization projects.</p>	<p>R 3c.6 Weighting of 10% of R 3</p> <p>Clearly demonstrated experience of criterion R3c.6 on three projects will be scored as follows:</p> <p>0 projects = 0 points</p> <p>1 project = 3 points</p> <p>2 projects = 6 points</p> <p>3 projects = 10 points</p> <p>Maximum number of points for three projects = 10 points</p>
<p>R 3c.7</p> <p>Capability to successfully perform the role and responsibilities of the Senior Marine Engineer described in the SOW.</p>	<p>R 3c.7 Weighting of 15% of R 3c</p> <p>Clearly demonstrated experience of criterion R3c.7 on three projects will be scored as follows:</p> <p><u>For each of the three projects provided:</u></p> <p>0 Points - No response provided.</p> <p>4 Points – Minimal or unclear information provided. The Bidder provided insufficient information and it does not demonstrate the proposed Senior Marine Engineer has sufficient capability to successfully perform the role and responsibilities of the Senior Marine Engineer described in the SOW.</p> <p>6 Points - The Bidder provided a sufficient level of detail to demonstrate that the proposed Senior Marine Engineer has an acceptable level of capability to successfully perform the role and</p>

	<p>responsibilities of the Senior Marine Engineer described in the SOW.</p> <p>8 Points – The Bidder provided a near complete level of detail to demonstrate the proposed Senior Marine Engineer has a very good level of capability to successfully perform the role and responsibilities of the Senior Marine Engineer described in the SOW.</p> <p>10 Points – The Bidder provided an extensive level of details demonstrating fully and completely that the proposed Senior Marine Engineer has an excellent level of capability to successfully perform the role and responsibilities of the Senior Marine Engineer described in the SOW.</p> <p>Maximum number of points for three projects = 30 points</p>
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Attachment 1 of Schedule A

BIDDER'S RESPONSE TEMPLATE FOR M1	
Project Name:	
Section 1: Contract Information	
<i>Please complete Section 1 if experience relates to services provided external to the Bidder's organization. If experience relates to services internal to the Bidder's organization skip to Section 2</i>	
Value of Contract held by Bidder for services performed	
Contract Award Date	
Contract Expiry Date	
Section 2: Project Information	
Client/Organization Name	
Client/Organization Contact Name	
Client/Organization Contact Telephone	
Client/Organization Contact E-mail	
Project's Capital Value (i.e. cost to build, convert or modernize the vessel), in \$CDN	\$
Project Start Date	
Project Completion Date	
Project description, including:	
<ol style="list-style-type: none"> 1) Type of project (shipbuilding, ship conversion or ship modernization). 2) Project summary 	
Section 3: Bidder's Experience	
Describe Bidder's experience demonstrating that it meets the requirements outlined in M1:	

BIDDER'S RESPONSE TEMPLATE FOR M2

Project Name:

Section 1: Contract Information

Please complete Section 1 if experience relates to services provided external to the Bidder's organization. If experience relates to services internal to the Bidder's organization skip to Section 2

Value of Contract held by Bidder for services performed

Contract Award Date

Contract Expiry Date

Section 2: Project Information

Client/Organization Name

Client/Organization Contact Name

Client/Organization Contact Telephone

Client/Organization Contact E-mail

Project's Capital Value (i.e. cost to build, convert or modernize the vessel), in \$CDN

\$

Project Start Date

Project Completion Date

Project description, including:

- 1) Type of project (shipbuilding, ship conversion or ship modernization).
- 2) Project summary

Section 3: Bidder's Experience

Describe Bidder's experience demonstrating that it meets the requirements outlined in M2:

Schedule B to RFP T8010-190044

**EXTERNAL ADVISOR TO SUPPORT
THE PROCUREMENT OF
TWO NEW FERRY VESSELS**

**FINANCIAL BID SUBMISSION INSTRUCTIONS
AND PRICING TABLES**

1. Introduction

This document provides instructions for the preparation of Section II: Financial Bid.

2. Financial Bid Instructions

2.1 General

2.1.1 As indicated in RFP Part 3, Bid Preparation Instructions, Bidders must submit their financial bid in a separately bound section and no prices must be indicated in any other section of the bid.

2.1.2 All prices must be quoted in Canadian dollars, DDP (Delivery Duty Paid) and GST/HST extra.

2.2 Pricing Table Instructions

2.2.1 Bidders must provide firm, all-inclusive per diem rates for the Core Project Team and Supplemental Project Resource requested in Table A.

2.2.2 The Bidder should provide firm, all-inclusive per diem rates for all Other Resources proposed in the Bidder's Project Management Plan in Table A. These resources will not form part of the financial evaluation. Should the Bidder be awarded the Contract, the rates proposed will be included in Annex B Basis of Payment.

2.2.2 The estimated level of effort provided in Table B for Supplemental Project Resources is for financial bid evaluation purposes only.

2.2.3 The Bid Evaluated Price is calculated at Table C, as follows:

- a) The price per resource category per year is calculated by multiplying the per diem rate provided by the Bidder in Table A with the estimated level of effort in Table B, for each resource category and year.
- b) The Computed Price per Year is calculated by summing each column.
- c) The Evaluated Bid Price is the sum of the Computed Price per Year for every year.

TABLE A – BIDDER’S PRICING

Resource category	Per Diem Rate - Phase 1		Per Diem Rate - Phase 2			Per Diem Rate - Phase 3		
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Core Project Team								
Project Manager	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Senior Naval Architect Engineer	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Senior Marine Engineer	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Supplemental Project Resources								
Senior Marine Systems Engineer	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Senior Electrical Systems Engineer	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cost Estimation Specialist	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Draftperson	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Marine Procurement Specialist	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other Resources proposed in the Bidder’s Project Management Plan (PMP)								
Resource category proposed in the Bidder’s PMP:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

TABLE B - ESTIMATED LEVEL OF EFFORT FOR EVALUATION PURPOSES

Resource category	# of days - Phase 1			# of days - Phase 2			# of days - Phase 3		
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	
Core Project Team									
Project Manager	220	220	220	220	220	220	10	10	10
Senior Naval Architect Engineer	220	220	220	220	220	220	10	10	10
Senior Marine Engineer	220	220	220	220	220	220	10	10	10
Supplemental Project Resources									
Senior Marine Systems Engineer	110	110	110	110	110	110	10	10	10
Senior Electrical Systems Engineer	110	110	110	110	110	110	10	10	10
Cost Estimation Specialist	45	45	40	10	10	10	0	0	0
Draftperson	30	30	30	10	10	10	0	0	0
Marine Procurement Specialist	45	45	20	0	0	0	0	0	0

TABLE C – EVALUATED PRICE

Resource category	Prices - Phase 1		Prices - Phase 2				Prices - Phase 3	
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Core Project Team								
Project Manager	\$	\$	\$	\$	\$	\$	\$	\$
Senior Naval Architect Engineer	\$	\$	\$	\$	\$	\$	\$	\$
Senior Marine Engineer	\$	\$	\$	\$	\$	\$	\$	\$
Supplemental Project Resources								
Senior Marine Systems Engineer	\$	\$	\$	\$	\$	\$	\$	\$
Senior Electrical Systems Engineer	\$	\$	\$	\$	\$	\$	\$	\$
Cost Estimation Specialist	\$	\$	\$	\$	\$	\$	-	-
Draftperson	\$	\$	\$	\$	\$	\$	-	-
Marine Procurement Specialist	\$	\$	\$	-	-	-	-	-
Total per Year								
Computed Bid Price per Year	\$	\$	\$	\$	\$	\$	\$	\$

EVALUATED BID PRICE
 (the sum of the Computed Bid Price per Year for Year 1, Year 2, Year 3, Year 4, Year 5, Year 6, Year 7 and Year 8) \$

Schedule C to RFP T8010-190044

**EXTERNAL ADVISOR TO SUPPORT
THE PROCUREMENT OF
TWO NEW FERRY VESSELS**

**DOCUMENTATION AND CERTIFICATIONS
REQUIRED WITH THE BID OR BEFORE
CONTRACT AWARD**

1. Introduction

This document contains Appendices requested or required to be completed as set out in the RFP.

2. Former Public Servant Certification - Appendix 1

3. Electronic Payment of Invoices - Appendix 2

5. Other Certifications Required before Contract Award

5.1 Federal Contractors Program for Employment Equity – Appendix 3

5.2 Status and Availability of Resources – Appendix 4

APPENDIX "1"

FORMER PUBLIC SERVANT

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

T8010-190044 RFP Schedule C

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

IN WITNESS THEREOF THIS CERTIFICATE HAS BEEN SIGNED THIS _____ DAY OF _____ BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER

SIGNATURE

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

AT: _____

APPENDIX "2"

ELECTRONIC PAYMENT INSTRUMENTS

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

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

SIGNED THIS _____ DAY OF _____ BY AN
AUTHORIZED OFFICER OF THE BIDDER

SIGNATURE

NAME AND TITLE OF AUTHORIZED OFFICER

AT: _____

APPENDIX "3"

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 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.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

IN WITNESS THEREOF THIS CERTIFICATE HAS BEEN SIGNED THIS _____ DAY OF _____ BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER

SIGNATURE

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

AT: _____

APPENDIX "4"

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

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

IN WITNESS THEREOF THIS CERTIFICATE HAS BEEN SIGNED THIS
_____ DAY OF _____ BY AN AUTHORIZED
REPRESENTATIVE OF THE BIDDER

SIGNATURE

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

AT: _____