



**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

**LETTER OF INTEREST**

**LETTRE D'INTÉRÊT**

Comments - Commentaires

**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

<b>Title - Sujet</b> ITQ for third NSS shipyard	
<b>Solicitation No. - N° de l'invitation</b> F7013-190036/B	<b>Date</b> 2019-08-02
<b>Client Reference No. - N° de référence du client</b> F7013-190036	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$MB-002-27418
<b>File No. - N° de dossier</b> 002mb.F7013-190036	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-08-19</b>	
<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sutton, Cynthia	<b>Buyer Id - Id de l'acheteur</b> 002mb
<b>Telephone No. - N° de téléphone</b> (819) 420-0969 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS Rachel D'Aoust 200 Kent Street, Mail Stop 4E124 OTTAWA Ontario K1A0E6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

# **Invitation to Qualify**

## **Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy**

### **INTERPRETATION AND DEFINITIONS**

In this document, unless the context requires otherwise:

“Interested Party” means the entity that is interested in submitting a response to this Invitation to Qualify (ITQ);

“Respondent” means the Interested Party who has submitted a response to this ITQ;

“Short Listed Respondent” or “SLR” means the Respondent has been verified by Canada to have met the qualifications and conditions of the ITQ and has been short-listed to participate in the ensuing Request for Proposal (RFP) process;

“Proponent” means the SLR who submitted a Proposal in response to the ensuing RFP;

“Selected Proponent” means the Proponent who has been selected by Canada pursuant to the Shipyard Selection process;

“large ships” or “large vessels” means ships required by Canada that are 1000 tonnes and greater lightship displacement.

“smaller ships” or “smaller vessels” means ships required by Canada that are under 1000 tonnes of lightship displacement.

“program Icebreakers” or “PIBs” means the program icebreaker project described in Appendix C – Program Icebreakers.

**Invitation to Qualify**  
**Selection of Third Canadian Shipyard to build Large Ships**  
**Under the National Shipbuilding Strategy**

**TABLE OF CONTENTS**

1. Purpose
2. Security
3. Background
4. Legislation, Trade Agreements and Government Policies
5. Independent Third Parties and Conflict of Interest
6. Competitive process to select a third Canadian shipyard to build large ships
7. Tentative Schedules
8. Instruction to interested Canadian Shipyards
9. Closing Date and Time
10. Terms and Conditions
11. Point of Contact for Enquiries

Appendix A - Response to Invitation to Qualify

Appendix B - General Conditions

Appendix C - Program Icebreakers

# **Invitation to Qualify**

## **Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy**

### **1. PURPOSE**

1.1 This Invitation to Qualify is the first step of a competitive process to select a third Canadian shipyard to build Program Icebreakers under the terms of a long-term strategic sourcing arrangement (an “Umbrella Agreement” or “UA”) with the Government of Canada. Every Interested Party that has demonstrated compliance with the terms stipulated in this ITQ document will be short-listed and be invited to participate in the ensuing Request for Proposal (RFP) process. This scope of work includes work related to the construction of up to 6 PIBs, including, without limitation, procurement or development of the large ship design, but does not include in-service support or other post-warranty maintenance.

1.2 This ITQ is neither a Call for Tender nor a RFP. No agreement or contract will be entered into, with any person or entity, based on this ITQ. The issuance of this ITQ is not to be considered in any way a commitment by the Government of Canada or as authorization to potential participants to undertake any work, which could be charged to Canada. This ITQ is not to be considered as a commitment to issue a RFP or enter into any agreement(s) or award any contract(s). If Canada does issue a RFP, the terms and conditions of the RFP shall be subject to Canada’s absolute discretion, and nothing within this ITQ shall be considered to limit such discretion.

1.3 Canada welcomes feedback/comments from any Interested Party on any or all aspects of this procurement. Please provide these comments to the Point of Contact following the process described in Section 11.

1.4 All potential suppliers of goods or services to the Government of Canada are hereby notified that provided this Shipyard Selection process results in a Selected Proponent and a signed Umbrella Agreement, future procurements by Canada for the construction of large ships (including related work and including procurement and development of large ship design), that are commenced after this Shipyard Selection process, may, in Canada’s discretion, and at Canada’s option, be restricted to suppliers that have signed Umbrella Agreements with Canada that include the requirement for that supplier to achieve target state (described herein). These suppliers are Irving Shipbuilding Inc., Vancouver Shipyards Co. Ltd. and the Selected Proponent that signs an Umbrella Agreement pursuant to this current Shipyard Selection process.

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

#### 2. SECURITY

2.1 There will be **NO** requirement for the Respondents or the Selected Proponent to handle classified documents during the ITQ and the ensuing RFP process nor while finalizing the Umbrella Agreement.

2.2 Notwithstanding paragraph 2.1 above, some ensuing contracts arising from the long-term strategic sourcing arrangement may require the selected shipyard to handle documents classified up to TOP SECRET level during the life of the individual contracts. For these ensuing contracts, the selected shipyard will be required to hold a valid Facility Security Clearance (FSC) from the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada at the requisite level, up to and including the TOP SECRET level.

2.3 The shipyard selected to build the Program Icebreakers will be provided a Security Requirements Check List (SRCL) with detailed requirements prior to the negotiation of the individual ship construction contracts. For further information on this application process, please refer to website: <https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>

#### 3. BACKGROUND

##### 3.1 *National Shipbuilding Strategy*

The National Shipbuilding Strategy (NSS), formerly called National Shipbuilding Procurement Strategy (NSPS) is a long-term initiative to renew Canada's federal fleet of vessels. To date, strategic sourcing relationships have been formed with two Canadian shipyards—Vancouver Shipyards (VSY) and Irving Shipbuilding Inc. (ISI)—to deliver “large vessels” to the Royal Canadian Navy (RCN) and the Canadian Coast Guard (CCG). The strategy provides economic benefits to Canadians and rebuilds our country’s shipbuilding industry, including delivering the first of Arctic Offshore Patrol Ships and the first of Offshore Fisheries Science Vessels in 2019, with continued commitments to deliver more ships. Currently, the new Canadian Surface Combatants (RCN) and Offshore Oceanographic Science Vessel (CCG) are at the design stage, while the new Joint Support Ships (RCN) have entered the build phase.

# **Invitation to Qualify**

## **Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy**

### **3.2 *Canadian Shipyard Capacity***

When the NSPS was implemented, initial assumptions were that the two shipyards would have sufficient capacity to recapitalize the federal fleets. However, it has been assessed that the NSS shipyards do not have the capacity to build all of the future ships that Canada requires in the timeframes needed to maintain service continuity. The Program Icebreakers (PIBs), which form part of the CCG future fleet, will replace the aging heavy and medium icebreakers, which are expected to reach their maximum end of service life between 2030 and 2042.

Given the time to procure large ships such as icebreakers and fully transition them into service, an alternative solution is necessary. Any delays in the PIBs project would result in significant operational capability gaps for the icebreaking program starting in 2030.

These challenges have resulted in a requirement to identify a third Canadian shipyard with the capacity and capability to undertake the PIBs project.

### **3.3 *Icebreakers***

Given the age and condition of the CCG fleet, the Government of Canada has identified new requirements to replace existing heavy and medium icebreakers. They will be replaced with new PIBs and will be dedicated to southern icebreaking operations during the winter and to northern Arctic operations in the summer. These ships will escort any type of commercial vessel in severe ice conditions and will be critical assets for opening the St. Lawrence locks, to assist ferries during winter months, and maintaining critical services in the north.

## **4. LEGISLATION, TRADE AGREEMENTS AND GOVERNMENT POLICIES**

4.1 The selection of a third Canadian shipyard to build PIBs through this competitive process that includes this ITQ and the follow-on RFP (hereinafter referred to as “Shipyard Selection”) is subject to the following legislation, trade agreements and government policies as applicable:

4.1.1 Shipbuilding Policy Framework: “A New Policy Framework for the Canadian Shipbuilding and Industrial Marine Industry – FOCUS ON OPPORTUNITIES 2001” will apply. The policy was reaffirmed in 2007;

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

- 4.1.2 Industrial and Technological Benefits (ITB) Policy: Canada's ITB policy will apply to the Shipyard Selection and the Contract(s). Information on Canada's ITB Policy is available at: <http://www.ic.gc.ca/eic/site/086.nsf/eng/home>
- 4.1.3 Controlled Goods Program (CGP): The Shipyard Selection is not subject to the CGP. However, the Contract(s) will identify the requirements pertinent to the specific project. Further information is available at: <https://www.tpsgc-pwgsc.gc.ca/pmc-cgp/index-eng.html>;
- 4.1.4 Federal Contractors Program for Employment Equity: The Federal Contractors Program for Employment Equity will apply to the Shipyard Selection and the Contract(s). Further information is available at: [http://www.hrsdc.gc.ca/eng/labour/equality/fcp/employer\\_tool/intro/page00.shtml](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/employer_tool/intro/page00.shtml); and
- 4.1.5 Procurement Business Number: Each participating Shipyard is required to have a Procurement Business Number as per the following: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>.
- 4.2 The following legislation, trade agreements and government policies are not applicable:
- 4.2.1 The national security exceptions provided for in the trade agreements have been invoked; therefore, this procurement is excluded from the obligations of all the trade agreements. This procurement is in any event excluded from the North American Free Trade Agreement (NAFTA) or its replacement agreement and World Trade Organization Agreement on Government Procurement (WTO-AGP): The Shipyard Selection and the Contract(s) are excluded from NAFTA in accordance with NAFTA Chapter Ten, Annex 1001.1b-2 Section B, Annex 1001.2b General Note 1(a), and WTO-AGP Appendix 1, Annex 1 and Annex 4, Note No. 4;
- 4.2.2 Comprehensive Land Claim Agreements (CLCAs): CLCAs do not apply to the Shipyard Selection and the Contract(s) as no work will be performed in and no goods will be delivered to a land claim area; and
- 4.2.3 Canadian Content Policy: The Canadian Content Policy does not apply to procurements subject to Cabinet-mandated sourcing relating to shipbuilding, ship repair, refit and mid-life modernization.

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

#### 5. INDEPENDENT THIRD PARTIES AND CONFLICT OF INTEREST

5.1 Canada will engage the services of independent third parties to assist Canada in the Shipyard Selection, including:

5.1.1 First Marine International (FMI), a Division of Haskoning UK Ltd. for Capability Assessment and Performance Benchmarking.

5.2 The parties identified in paragraph 5.1 above, their respective directors, officers, partners, employees, and affiliates (“Restricted Parties”) are:

- a. Not eligible to participate as a Respondent or Proponent;
- b. Prohibited to provide advice to any Respondent, SLR, or Proponent, directly or indirectly, with respect to the preparation of a response to the ITQ or the preparation of Proposals to the ensuing RFP or the negotiation of any Contract; and
- c. Prohibited to participate in the competitive process or in the negotiation of any Contract in any way as an employee, advisor, consultant, subcontractor, or otherwise in connection with any Interested Party or SLR or Respondent or Proponent.

5.3 No Interested Party, Respondent, SLR or Proponent will use, consult, include, or seek advice from any Restricted Party in connection with a response to the ITQ or in the preparation of proposals to the ensuing RFP or in the finalization of any Contract or Umbrella Agreement.

#### 6. COMPETITIVE PROCESS TO SELECT A THIRD CANADIAN SHIPYARD TO BUILD LARGE SHIPS

6.1 The Shipyard Selection process will include the following activities:

6.1.1 Invitation to Qualify (ITQ)

- a. The objective of the ITQ is to establish a pool of Short Listed Respondents for the follow-on RFP competitive process. The ITQ will use criteria that are simple and concise while being

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

comprehensive, fair and open, to reduce the processing time. The verification of qualifications will be conducted on a pass/fail basis.

- b. Interested Parties are requested to identify themselves and submit a response via the form provided in Appendix A. Interested Parties are encouraged to carefully review the Qualification Criteria and requirements described in Section 8.
- c. Responses to the ITQ must be complete and will be reviewed as submitted. However, during the ITQ verification of qualification process, Canada may request that Respondents provide clarification or additional information in regard to any aspect of their respective submission. All such clarification requests by Canada will be made in writing, and transmitted via e-mail by the Point of Contact identified in Section 11 herein to the single point of contact identified in the Response. Respondents must make appropriate arrangements so that these clarification questions can be responded to in an expeditious manner within 2 business days.
- d. Any Respondent whose qualifications have been successfully verified by Canada as meeting the Qualification Criteria contained in the ITQ will be short-listed and invited to participate in the RFP process as a SLR.

#### 6.1.2 Preparation of the Request for Proposals

- a. Once the pool of SLRs is established pursuant to the ITQ process, the SLRs will be invited to participate in the RFP Process. As part of the Shipyard Selection process, FMI will undertake an independent assessment to compare the SLR shipyard's capability and productivity against an international standard developed by FMI which lists the capability and productivity elements to be assessed and specifies the levels of achievement to be met for each element ("target state") in order to allow for the efficient construction of large ships. The Umbrella Agreement to be signed pursuant to the terms of the RFP will include a term that the Selected Proponent (Canadian Shipyard) signatory to the UA will achieve target state for every such element (herein referred to as achieving "target state.")

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

- b. SLRs, as a condition precedent to receiving the draft RFP, will be required to grant access to their premises, make available any document requested, and facilitate the FMI assessment. The FMI assessment is an integral part of the Shipyard Selection process. SLRs will be required to include in their bid in response to the RFP, a Plan to address the gaps identified in the FMI assessment to allow the SLR to achieve target state. A SLR that has not granted access to its premises and provided the documentation and facilitation within the period of time specified in any notice from Canada and to Canada's satisfaction, will be disqualified from further participation in the Shipyard Selection process and will lose its status as an SLR, as of the date of notice thereof from Canada.
- c. The yard visit and survey by FMI will start on a date to be notified to SLRs. When all the SLRs have been surveyed, FMI will provide its assessment and benchmarking to Canada and the respective SLRs prior to the release of the RFP to the SLRs. FMI will meet with each SLR to review the initial report and receive the comments from the SLR, if any, before releasing the final report to the SLR and Canada.
- d. Canada will release a draft RFP, including the draft Umbrella Agreement ("UA") for review and comment by the SLRs. These draft documents will be issued directly to the SLRs for review and will not be made public during the RFP Process. Canada reserves the right but is not obligated to make changes to the draft RFP document and the draft UA in response to any comments received or for any other reason whatsoever. This process is intended to permit an exchange of information to facilitate the finalization of RFP and UA and not for lobbying activities.
- e. The RFP, when finalized, will be released to the SLRs only. Only Proposals submitted by the SLRs will be evaluated.

#### 6.1.3 Request for Proposals and Evaluation

- a. Canada will issue the RFP, as provided herein.
- b. The SLRs are expected to use the results of the FMI assessment as one of their inputs to formulate their respective Plan to achieve target state, and value proposition proposals for the PIBs. Each Proponent

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

acknowledges that if it is the Selected Proponent, it will be required to sign the Umbrella Agreement, under which it will be obligated to achieve target state and that the capital cost and financing cost of its upgrades and improvements implemented in order to do so will be at the Selected Proponent's expense, recovered as normal profits under Government of Canada and any other contracts to which the Selected Proponent is a party. Canada may, however, negotiate a formula under which it will pay some compensation for such expenses if the Selected Proponent has achieved target state and the PIBs contracts or other applicable contracts have not been awarded.

- c. The Proposals submitted by Proponents will be evaluated based on the assessment of a shipyard's individual experience, performance, capability and value proposition commitments for the package in accordance with the evaluation criteria in the RFP. It will be a condition of the RFP that the Proponent must continue to meet the ITQ criteria at the time of Proposal submission to the RFP, and provide evidence in its Proposal that it meets those criteria. The Proponent must also meet the financial capability requirements specified in the RFP.
- d. A financial due diligence process will be undertaken to ensure that the shipyard has the financial capability to perform the work and that the risk of financial issues during the course of the engagement is understood and is manageable. Primarily, the shipyard needs to demonstrate that it has the financial capability to perform the resulting contracts within the work package. This will include an examination of the shipyard's capacity to raise the working capital required to meet the financial obligations required to construct the ships in the work package, in addition to other financial responsibilities, in particular the cost of the capital improvements to infrastructure to achieve the target state of the shipyard.
- e. In the instances where there are multiple SLRs, the Proponent with the highest ranking compliant bid to the RFP in accordance with the evaluation criteria in the RFP will then be the Selected Proponent.

6.1.4 To avoid the creation of restrictive source of supply for large or smaller ships, and to further the objectives of the Shipyard Selection process the following will apply:

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

- a. Neither of the two Canadian shipyards selected in 2012 under the National Shipbuilding Procurement Strategy RFP No. EN578-111588/B, dated 07 February 2011, Vancouver Shipyards Co. Ltd. (VSY) or Irving Shipbuilding Inc. (ISI), will be eligible to be a Respondent to this ITQ nor a bidder to the RFP. This restriction also applies to any of their affiliates (as defined in the Canada Business Corporations Act), to any entity with whom either of them operates in joint venture, and to any entity with whom either of them is not at arm's-length (within the meaning of that term under the Canada Income Tax Act).
- b. The Selected Proponent, whether individually or as part of a joint venture or partnership, will not be eligible to be a bidder under any competitive solicitation for the construction of any of the "smaller ships"; and
- c. If a Canadian Shipyard owns one or more shares in another Canadian Shipyard, then only one of such Canadian Shipyards will be eligible to be the Selected Proponent, and if one of them is the Selected Proponent, then neither will be eligible to be a bidder under any competitive solicitation for the construction of any of the "smaller ships"; and
- d. If the Selected Proponent is a joint venture or partnership, the joint venture, the partnership, the joint venture members and all of their subsidiaries and affiliates and any Proponent that includes any of these entities are ineligible to be a bidder under any competitive solicitation for the construction of any of the "smaller ships".

For the purpose of this paragraph 6.1.4, "Canadian Shipyard" means Canadian Shipyard, its subsidiaries, affiliates or the person who controls any of them; "affiliate", "subsidiary", "person" and "control" shall have the meanings provided in the Canada Business Corporation Act, R.C.S. 1985, c. C-44, as amended; "shares" means shares in the capital of a corporation that represent the residual equity in the earnings of a corporation, and include securities that are convertible into such shares at all times at the option of the holder and preferred shares to which are attached rights to participate in the earnings of the corporation.

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

Canada will consider questions and comments about the application of this paragraph 6.1.4. Canada will apply the provisions of this paragraph 6.1.4 in Canada's absolute discretion in accordance with the broad spirit and intent of this ITQ. Canada's determination as to whether these provisions have been met in any case shall be final and binding. Nothing in this paragraph 6.1.4 is intended to restrict subcontract relationships.

The ensuing RFP will include provisions that restrict certain transfers of shares or other interests in the Selected Proponent.

#### 6.1.5 Negotiation and Finalization of the Long-term Strategic Sourcing Arrangement ("Umbrella Agreement" or "UA") with the Selected Proponent:

- a. Proposals are to be submitted based on the terms and conditions contained in the RFP that will include the latest version of the UA. Once the Selected Proponents has been identified, all commitments contained in the Proposals will be included in the UA and finalized during the negotiation period.

6.2 At the completion of the above activities, individual ship construction contracts to deliver ships will then be negotiated pursuant to the provisions of the UA.

## 7. TENTATIVE SCHEDULES

### 7.1 Tentative Schedule of key activities:

ITQ on BuyandSell:	Aug 2019
ITQ Closing:	Aug 2019
Verification of qualification complete:	Aug 2019
Announce SLRs:	Aug 2019
SLRs Conference:	Aug-Sep 2019
Technical due diligence: Capability assessment and Performance benchmarking by third party:	Sep – Dec 2019
Dialogue with SLRs (RFP and benchmarking):	Winter 2020
Release of draft RFP:	Winter 2020
Release of final RFP:	Spring – Summer 2020
Bid evaluation:	Summer 2020
Financial due diligence:	Summer 2020

**Invitation to Qualify**  
**Selection of Third Canadian Shipyard to build Large Ships**  
**Under the National Shipbuilding Strategy**

7.2 Work Definition Schedule:

Work Definition	2020 – 2023
-----------------	-------------

7.3 Schedule of Vessels Delivery:

Start of construction:	2023 - 2024
First PIB delivery:	2027 - 2029
Last PIB delivery:	2037 - 2039
Project Closure:	2040 - 2041

**8. INSTRUCTION TO INTERESTED CANADIAN SHIPYARDS**

8.1 To pre-qualify to participate in the Shipyard Selection, an Interested Party must duly complete the form attached as Appendix A herein and provide the required proof of compliance:

8.1.1 Qualification Criteria – Legal Status and Location

The Respondent must be a shipyard that is incorporated and its lands and premises where work will be performed must be geographically located in Canada. (“Canadian Shipyard”).

8.1.2 Qualification Criteria – Experience and Capability

a. The Canadian Shipyard must:

- i. Have a current contract to construct and deliver a new ship over 1,000 tonnes lightship displacement; or
- ii. Have constructed and delivered a new ship over 1,000 tonnes lightship displacement since January 1, 2010; or
- iii. Have a current contract to build and integrate one or more modules weighing over 1,000 tonnes each into an offshore marine structure; or

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

- iv. Have built and integrated one or more modules weighing over 1,000 tonnes each into an offshore marine structure since January 1, 2010.

In paragraph 8.1.2.a.:

To construct a new ship or constructed a new ship includes the erection and final assembly of the ship;

To deliver a new ship or delivered a new ship includes the responsibility for obtaining certification in accordance with the Rules of Classification Society and the Regulations of Transport Canada – Marine Safety;

To build a module or built a module includes fitting equipment in the module to perform its designated function in an offshore marine structure; and

To integrate a module or integrated a module includes setting to work that module in the offshore structure.

#### 8.1.2.1 Qualification Criteria; Capacity

- a. The Canadian Shipyard must have, at its shipyard, the year-round capacity to build and launch vessels greater than 8000 tonnes or more lightship displacement and that exceed 130 metres in length and 24 metres in breadth, with unrestricted availability to build and launch the 6 PIBs within the timeline specified in Section 7.3, Schedule of Vessels Delivery.
- b. The Canadian Shipyard must demonstrate that it has access to a production labour force of at least 400 workers (including, but not limited to: fitters, welders, electricians, riggers, machinists, painters, ladders, and carpenter trades), with access to such production labour force to build and launch the 6 PIBs during the entire timeline specified in Section 7.3, Schedule of Vessels Delivery.
- c. The Canadian Shipyard will possess the capability to perform ship design work (either in-house or from a third-party subcontractor) for the 6 PIBs during the entire timeline specified in Section 7.2 Work Definition Schedule and Section 7.3, Schedule of Vessels Delivery.

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

8.2 In addition to the requirements stipulated in Paragraph 8.1 above, the Respondent agrees to:

8.2.1 If short-listed as a SLR:

- a. Provide reasonable and timely access during working hours (with 5 business days advance notice) to the independent third parties engaged by the Government to assess capability and benchmark performance;
- b. Accept the results of the capability assessment and benchmarking, including the final report described in 6.1.2.b.;
- c. Agree to financial transparency, through the use of open book accounting, during the RFP process, negotiation period and after contract award, and accept audits by the Government on all matters relating to the negotiation and administration of the Umbrella Agreement and ensuing contracts; and,
- d. A SLR may withdraw its intention to participate in the RFP by notifying the Point of Contact identified in Section 11 of this document, in writing, of their intention to withdraw. Upon receipt of a notice to withdraw, the SLR will no longer be eligible to participate in the RFP process or submit a Proposal.

8.2.2 If ultimately selected as the third Canadian Shipyard to build large ships, the Selected Proponent will be required to abide by all the terms and conditions of the UA, including:

- a. Build the ships in Canada;
- b. Accept to be benchmarked periodically to measure progress against agreed success criteria;
- c. Agree to achieve target state within the time frame specified in the RFP,
- d. Agree not to charge Canada for capital costs or financing costs incurred to achieve target state;
- e. Agree to annual rate negotiation of labour and overhead rates in accordance with PWGSC General Conditions 1031-2 and PSPC's profit policy;

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

- f. Agree to comply with the ITB policy including any specific ITB requirements in the ensuing contracts;
- g. Obtain ISO 9001 (Quality); ISO 14001 (Environmental) and OHSAS 18001 (Safety) certifications for the performance of the work and maintain them throughout the duration of the ensuing contracts;
- h. If required, obtain a valid Facility Security Clearance (FSC) from the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada, up to the TOP SECRET level to negotiate contracts that require the respective level of clearance. Canada will not delay the contracting process for such contracts to wait for the Selected Proponent to obtain its Facility Security Clearance and other security requirements. Failure to meet security requirements in a time frame to be specified in writing by Canada may render the Selected Proponent ineligible for negotiation or award of a contract; and
- i. Agree to the provisions of paragraph 6.1.4 and any similar or related provisions in the RFP, including the Umbrella Agreement, and certify compliance, and have an independent solicitor certify compliance in the form and subject to any conditions Canada may impose from time to time.

#### **9. CLOSING DATE AND TIME**

9.1 Closing date and time for responses to this ITQ is on the front page of this Bid solicitation.

9.2 ITQ responses shall include the duly completed and signed form in Appendix A and should be forwarded to:

Bid Receiving Unit  
Public Works and Government Services Canada (PWGSC)  
11 Laurier Street  
Place du Portage, Phase III  
Core 0A1  
Gatineau, Quebec  
K1A 0S5  
Attn: Yves Lortie, Procurement Manager

## **Invitation to Qualify**

### **Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy**

#### **10. TERMS AND CONDITIONS**

10.1 This document is an Invitation to Qualify. Canada reserves the right to change, at any time, any or all parts of the ITQ or RFP, as it considers necessary.

10.2 Canada is not obligated to issue any RFP, or to select any Proponent, or to negotiate any contract to build any vessel.

10.3 The RFP, when released, will take precedence.

10.4 Only the SLRs will have the right to submit proposals in response to the ensuing RFP.

10.5 Canada will not reimburse any person or entity for any cost incurred in providing a response to this ITQ or the ensuing RFP, or in participating in the competitive process as a Respondent, SLR, Proponent or Selected Proponent.

10.6 All inquiries with regards to this ITQ must be submitted in writing to the Contracting Authority identified in paragraph 11 no later than two (2) calendar days before the closing date for the responses to this ITQ. Enquiries received after that time may not be answered.

10.7 Responses to the ITQ must be submitted to the Bid Receiving Unit identified in paragraph 9.2, on or before the closing date and time by duly completing Appendix A with the requisite information. If the information is not clearly provided in the response, the Respondent must provide the information on request from the Contracting Authority within 2 business days.

10.8 By submitting a response to the ITQ, the Respondent agrees with the qualification criteria, commitments and conditions stipulated in this document.

10.9 The Respondent acknowledges that to ensure fairness, openness and transparency in the Shipyard Selection process, the following activities are prohibited:

- (a) payment of a contingency fee by any party to a contract to a person to whom the [Lobbying Act](#) (1985, c. 44 (4th Supp.)) applies;
- (b) corruption and collusion in the Shipyard Selection process for contracts for the provision of goods and services.

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

By submitting a response to the ITQ, the Respondent certifies that it meets the above requirements.

10.10 The Respondent further understands that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a response to the ITQ, the Respondent declares that it has never been convicted of an offence under section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph 80(1)(d) (*False entry, certificate or return*) subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

10.11 Canada is implementing an internal governance structure designed to manage the implementation of NSS and resolve issues that arise during that implementation. Contract terms and conditions applicable to the negotiation and implementation of the Contracts will provide for streamlined dispute resolution.

10.12 A response to this ITQ by a joint venture must be signed by all the members of a joint venture. If the joint venture becomes a Selected Proponent, all members of the joint venture will be jointly and severally or solidarily liable for the performance of the UA and any resulting Contracts.

10.13 By submitting a response to the ITQ, the Respondent agrees to be bound by all of the terms and conditions of this ITQ, including the general conditions stipulated in Appendix B.

10.14 Canada may, at its absolute discretion, but shall not be obliged to accept and consider documents and materials from Respondents or Interested Parties received or requested by Canada after the ITQ closing date, including responses to clarification requests by Canada, for the purposes of qualifying any Respondents under this ITQ, and also including, without limitation, any documentation, response or information whatsoever.

10.15 Canada will assess responses in accordance with the broad purposes of this ITQ and the NSS, which include encouraging competition, and shall have the unfettered discretion to qualify a Respondent as a SLR notwithstanding that there may be deficiencies or errors in its response that are not significant in Canada's unfettered opinion in terms of the purposes and intent of this ITQ and the NSS, and no Respondent shall have any claim for compensation of any kind whatsoever, as

## **Invitation to Qualify**

### **Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy**

a result of participating in this ITQ, and by submitting a response, each Respondent agrees that it has no claim.

10.16 Canada acknowledges that the SLR may change ownership, re-organize, or pursue opportunities from time to time after qualification under the ITQ and before closing of the RFP that could result in corporate or other organizational changes. If any corporate re-organization or other change has occurred or is proposed by an SLR at any time before or after it has qualified as an SLR that may affect its legal status or otherwise affect its qualification as an SLR, Canada may, at its absolute discretion, on the basis of the principles and intent of this ITQ and the NSS, consider and determine whether the changed SLR is eligible to submit a Proposal as to the RFP.

#### **11. POINT OF CONTACT FOR ENQUIRIES**

11.1 Any questions concerning this ITQ must be made in writing to the Contracting Authority via e-mail no later than two (2) calendar days before the closing date for the responses.

Yves Lortie  
Procurement Manager

e-mail: [Yves.Lortie@tpsgc-pwgsc.gc.ca](mailto:Yves.Lortie@tpsgc-pwgsc.gc.ca); and  
e-mail: [Cynthia.Sutton@tpsgc-pwgsc.gc.ca](mailto:Cynthia.Sutton@tpsgc-pwgsc.gc.ca)

11.2 Canada will acknowledge the receipt of incoming e-mails within one business day. Interested Parties are to assume all responsibility for the successful delivery and receipt of all questions to the Contracting Authority named in paragraph 11.1 above.

11.3 Questions submitted to any other person but the Contracting Authority specified in paragraph 11.1 above, or in any other form, will not be answered. Responses given in any other manner than that which is outlined above will not be binding upon any party.

11.4 Canada reserves the right not to respond to any question received after the delay stipulated in paragraph 11.1 or to any question not related to this ITQ. Any responses will be made publicly available through Buyandsell.gc.ca. If a question is determined to be proprietary, in Canada's sole discretion, Canada reserves the right to respond only to that party.

**Invitation to Qualify**  
**Selection of Third Canadian Shipyard to build Large Ships**  
**Under the National Shipbuilding Strategy**

**Appendix A**

**Response to Invitation to Qualify**

**Construction of Large Ships**  
**National Shipbuilding Strategy**

Pursuant to the Invitation to Quality (ITQ) document, reference dated \_\_\_\_\_, released on Buyandsell.gc.ca on behalf of Public Works and Government Services Canada, and the terms therein:

We, \_\_\_\_\_ (name of the legal entity of the Canadian shipyard) \_\_\_\_\_,  
\_\_\_\_\_ (address) \_\_\_\_\_,

incorporated under the laws of \_\_\_\_\_ (name of province or territory of Canada) \_\_\_\_\_, consider that we have met the qualifications to be considered as a Short-Listed Respondent for a contract to construct Program Icebreakers for the Government of Canada..

We acknowledge that we have read the purpose, security requirement and background provided in Sections 1 through 3 inclusive of the ITQ, and are aware of the competitive process and the ensuing contracts will be governed by the set of legislation, trade agreements and government policies described in Section 4 of the ITQ.

We acknowledge that Canada has engaged certain independent third parties to assist in the shipyard selection process, and we will abide by the restrictions detailed in Section 5 of ITQ.

We accept the competitive process to select a third Canadian shipyard to build PIBs for Canada described in Section 6 of the ITQ and the condition stipulated in Paragraph 6.1.4 of the ITQ.

We understand from the tentative schedule provided in Section 7 of the ITQ that the timeline is aggressive and we commit to co-operate with Canada.

We have provided the proof of compliance that we met the qualification requirements stipulated in Paragraph 8.1 of the ITQ, and they are attached in Annex A herein. We acknowledge that Canada reserves the right, but is not

**Invitation to Qualify**  
**Selection of Third Canadian Shipyard to build Large Ships**  
**Under the National Shipbuilding Strategy**

obligated to do so, to contact references provided or otherwise independently verify any information provided.

We understand that if we are short-listed, we will fulfil the commitment stipulated in paragraph 8.2.1 of the ITQ. Further, if we are selected as the Selected Proponent third Canadian shipyard to build PIBs, we will also fulfil the commitments stipulated in paragraphs 8.2.2 of the ITQ.

We acknowledge that First Marine International (FMI) is a subject matter expert and we will accept their independent third party assessment. We plan to use FMI's assessment, copy of which will be provided to us and to Canada by FMI, as one of the input to formulate our value proposition and target state proposals in response to the ensuing Request for Proposal (RFP).

We acknowledge and accept the terms and conditions stipulated in Section 10 of the ITQ document, the right of Canada stipulated in paragraph 11.4 and have followed the communication protocol specified in Section 11 of the ITQ.

We confirm that the official language in which we wish to exchange correspondence with Canada is \_\_\_\_\_.

Our single point of contact is     (name)  
  (title)  
  (organization)  
  (address)  
  (telephone)  
  (e-mail address)

We certify that the undersigned has the authority to bind our business entity.

\_\_\_\_\_  
(signature / name / title / date)

\_\_\_\_\_  
(signature / name / title / date)

**Invitation to Qualify**  
**Selection of Third Canadian Shipyard to build Large Ships**  
**Under the National Shipbuilding Strategy**

**Annex A to the Response to Invitation to Qualify**  
**Construction of Large Ships - National Shipbuilding Strategy**

**Proof of Compliance**

**1. Qualification Criteria - Legal Status** (Reference Paragraph 8.1.1 of the ITQ)

Information to be provided:

- Canada Revenue Agency Business Number;
- Name and address of the entity shipyard;
- Location of the Canadian shipbuilding facility;
- Details of the Incorporation: Registration Number, incorporation date, Jurisdiction.

**2. Qualification Criteria – Experience and Capability** (Reference Paragraph 8.1.2 of the ITQ)

Information to be provided:

- Name of vessel;
- Hull number;
- Construction period;
- Lightship displacement.

Or

- Name of offshore marine structure project;
- Description of module;
- Weight of the module.

And Client reference:

- Name
- Title

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

- Organization
- Telephone number
- Email

Canada reserves the right to contact references or otherwise independently verify any information provided above.

#### 8.1.2.1 Qualification Criteria; Capacity

The Canadian Shipyard must have, at its shipyard, the year-round capacity to build and launch vessels greater than 8000 tonnes or more lightship displacement and that exceed 130 metres in length and 24 metres in breadth, with unrestricted availability to build and launch the 6 PIBs within the timeline specified in Section 7.3, "Schedule of Vessels Delivery."

Proof of Compliance:

- a) Identification of the certified dry dock and launching capability, or of other means to build and launch ships of the dimensions specified above, including drawings certified by an independent licensed engineer or naval architect substantiating the capacity for ships of the specified dimensions.
- b) Provide evidence that the capability proposed under a) is open for business year round, and certify that there is no legal or other impediment that could prevent or hinder its use for the PIBs during the entire period of the Schedule of Vessels Delivery (start of construction to project closure) described in Section 7.3.
- c) Confirm Unrestricted Access to the capability proposed under a) for the entire period of the PIBS Schedule of Vessels Delivery [yes/no]. Provide evidence of shipyard work bookings showing the unrestricted availability during the PIBS Schedule of Vessels Delivery described in Section 7.3.

The Canadian Shipyard must demonstrate that it has access to a production labour force of at least 400 workers (including, but not limited to: fitters, welders, electricians, riggers, machinists, painters, ladders, and carpenter trades), with access to such production labour force to build and launch the 6 PIBs during the entire timeline specified in Section 7.3, Schedule of Vessels Delivery.

## **Invitation to Qualify**

### **Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy**

Proof of Compliance:

Provide a written certification that it has access to a production labour force of at least 400 employees, including fitters, welders, electricians, riggers, machinists, painters, ladders, and carpenter trades, specifying numbers of employees in each trade, and total number of production labour to which it has access, and a written certification that it will have access to such production labour force to build and launch the 6 PIBS during the entire timeline specified in Section 7.3, Schedule of Vessels Delivery.

The Canadian Shipyard will possess the capability to perform ship design work (either in-house or from a third-party subcontractor) for the 6 PIBs during the entire timeline specified in Section 7.2, Work Definition Schedule and Section 7.3, Schedule of Vessels Delivery.

Proof of Compliance:

Provide a written certification that it will have the capacity to perform ship design work, either in-house or from a third party subcontractor, for the 6 PIBs during entire timeline specified in Section 7.2 Work Definition Schedule and Section 7.3, Schedule of Vessels Delivery.

**Invitation to Qualify**  
**Selection of Third Canadian Shipyard to build Large Ships**  
**Under the National Shipbuilding Strategy**

**Appendix B**  
**General Conditions**

**01 Procurement Business Number**

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

**02 Definitions**

For the purpose of this Appendix:

1. “Bidder” means the legal entity that submits a Bid;
2. “Bid” means a response to the ITQ;
3. “Bid Solicitation” means the ITQ;
4. “Contracting Authority” means the person designated in the ITQ; and,
5. “Evaluation” means assessment of the response to the ITQ.

**03 Submission of Bids**

1. Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder.
2. It is the Bidder's responsibility to:
  - a. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
  - b. prepare its bid in accordance with the instructions contained in the bid solicitation;
  - c. submit by solicitation closing date and time a complete bid;

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

- d. send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;
  - e. ensure that the Bidder's name, return address, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,
  - f. Provide a comprehensible and sufficiently detailed bid, including all requested information that will permit a complete assessment in accordance with the criteria set out in the bid solicitation.
3. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.
  4. Bid documents and supporting information may be submitted in either English or French.
  5. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the [Access to Information Act](#) ( R.S. 1985, c. A-1) and the [Privacy Act](#) ( R.S., 1985, c. P-21).
  6. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

#### **04 Late bids**

PWGSC will return or delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in section 05.

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

#### 05 Delayed bids

1. A bid delivered to the specified Bid Receiving Unit after the solicitation closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed bids.

The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:

- i. a CPC cancellation date stamp;
- ii. a CPC Priority Courier bill of lading;
- iii. a CPC Xpresspost label;

that clearly indicates that the bid was sent before the solicitation closing date.

2. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by PWGSC.
3. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

**Canada will not accept bids transmitted by facsimile or epost Connect.**

#### 06 Customs Clearance

It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the bid closing date and time. Delays related to the obtaining of Customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed bid under section 05.

## **Invitation to Qualify**

### **Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy**

#### **07 Legal capacity**

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

#### **08 Rights of Canada**

Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) negotiate with the sole responsive Bidder to ensure best value to Canada.

#### **09 Rejection of bid**

1. Canada may reject a bid where any of the following circumstances is present:
  - a. the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
  - b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;

## **Invitation to Qualify**

### **Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy**

- c. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
- e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly.

#### **10 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. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, significant enquiries received and the replies will be posted on the Government Electronic Tendering Service (GETS).

#### **11 Bid Costs**

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

#### **12 Conduct of Evaluation**

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
  - (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
  - (b) contact any or all references supplied by bidders to verify and validate any information submitted by them;

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

- (c) request, before award of any contract, specific information with respect to bidders' legal status;
  - (d) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
  - (e) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
  - (f) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.
2. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

#### **13 Joint venture**

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. 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.

#### **14 Conflict of Interest - Unfair Advantage**

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
  - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

#### 15 Entire Requirement

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

#### 16 Further Information

1. For further information, bidders may contact the Contracting Authority identified in the bid solicitation.
2. For bid solicitations issued out of PWGSC headquarters, enquiries concerning receipt of bids may be addressed to the Bid Receiving Unit, Procurement Operational Support Division, telephone 819-420-7200.

#### 17 Code of Conduct for Procurement - bid

The [\*Code of Conduct for Procurement\*](#) provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the bid non-responsive.

#### 18 Integrity provisions - bid

1. The *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [\*Ineligibility and Suspension Policy\*](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.

3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
  - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
  - a. it has read and understands the [Ineligibility and Suspension Policy](#);
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

# Invitation to Qualify

## Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

### Appendix C Program Icebreakers

#### **Description and Rationale**

The Program Icebreakers will be dedicated year-round icebreakers operating in southern waters in the winter and in the Arctic during summer. These highly capable vessels will be able to escort commercial ships in severe ice conditions and will be critical for opening the locks, assisting ferries in the Strait of Belle Isle and supporting fisheries. The Program Icebreakers will be capable of operating in the Arctic for longer periods and in more difficult ice conditions than Coast Guard's current Medium Icebreakers. Their Arctic operations will include supporting shipping, emergency response, resource development, on-water science, and most of all, Arctic charting.

#### **Vessel Features**

Based on preliminary analysis, the specifics of Coast Guard Program Icebreakers are anticipated to be as follows:

- **Length and Range**: the vessel is expected to be 100-110m in length and have a range of approximately 20,000 nautical miles (the maximum distance a vessel can travel before running out of fuel). The beam is expected to be approximately 20m, which will ensure enough width to escort large commercial vessels in Atlantic Canada, St. Lawrence Seaway and the Arctic. At the same time, they will be narrow enough to go in and out of the Great Lakes to support Canada's icebreaking commitments with the United States.
- **Ice Capability**: with an Ice Class notation of PC3/4, the highly capable Program Icebreakers will be able to operate in severe ice conditions.
- **Command and Control Center at Sea**: the modern command and control center on board Program Icebreakers will allow for coordinated and integrated mission delivery with internal and external stakeholders, including in emergency response events.
- **Modularity**: the vessel will host up to 4 mission modules, including specialized science modules, to enable multiple program delivery. The Program Icebreakers will also provide a platform for other government

## Invitation to Qualify

### Selection of Third Canadian Shipyard to build Large Ships Under the National Shipbuilding Strategy

departments including but not limited to the Royal Canadian Mounted Police (RCMP), Canada Border Services Agency (CBSA), Department of National Defence (DND), Department of Fisheries and Oceans (DFO), National Resources Canada (NRCan), as well as the scientific and academic community.

- Accommodations: the ship is expected to accommodate approximately 31 crew members, as well as approximately 22 additional people (scientists, emergency response experts, crew trainees).

#### **Expected Results**

The highly capable Program Icebreakers will carry up to four mission modules and support Coast Guard's evolving icebreaking needs, including support to ferries and shipping in the southern waters, as has long been demanded by industry. Program Icebreakers will be the primary platform to support the growing Arctic operational season, including increasing vessel traffic and tourism. The vessels will provide enhanced capabilities to serve the Arctic communities and exercise Canadian Arctic sovereignty. Program Icebreaker secondary missions will include emergency response, on-water science, conservation and protection, maritime security and providing a platform for other government departments, boards and agencies.