



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

Pacific Region

401 - 1230 Government Street  
Victoria, B.C.

V8W 3X4

Bid Fax: (250) 363-3344

## REQUEST FOR PROPOSAL

## DEMANDE DE PROPOSITION

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

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

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Pacific  
Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

<b>Title - Sujet</b> TC-IC Marine RD&D - CFP	
<b>Solicitation No. - N° de l'invitation</b> T8009-190223/B	<b>Date</b> 2019-12-02
<b>Client Reference No. - N° de référence du client</b> T8009-190223	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XLV-591-7871	
<b>File No. - N° de dossier</b> XLV-9-42154 (591)	<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 2020-01-20</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST
<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> Zwarich, Eric	<b>Buyer Id - Id de l'acheteur</b> xlv591
<b>Telephone No. - N° de téléphone</b> (250) 661-2347 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Transport Canada See herein	

**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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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

Buyer ID - Id de l'acheteur  
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## PART 1 - GENERAL INFORMATION

### 1.1 Summary and Procurement approach

Public Works and Government Services Canada (PWGSC) is issuing this call for proposals (CFP) on behalf of Transport Canada Innovation Centre (TC-IC) Marine RD&D, which is mandated to obtain targeted research and development, advance scientific capacity, and provide guidance to industry in 2 main initiatives; Clean Marine and the Protection of Marine Mammals.

This CFP invites proposals which are in a position to be implemented within the fiscal year of 2020-21 with Contracting planned for start in April 2020. Multi-year proposals are acceptable up to a maximum of 4 years.

In the month of November 2019, Canada held TC-IC Marine RD&D Request for Proposals Information Sessions in two locations in Canada; Vancouver and Halifax. These info sessions presented the initiatives, detail key elements for each proposal stream and the proposal submission process.

This CFP will close on January 20, 2020.

There are three (3) streams for bidders to submit their proposals under the two (2) initiatives. These streams are in the form of individual Requests for Proposal (RFP) and are described in sections 1.2 to 1.4. Bidders are encouraged to submit proposals in accordance with the stream which best applies. Once submitted to a stream, proposals will only be evaluated on the criteria of that specific stream.

(TC-IC) Marine RD&D will provide funding to a proposal, up to the maximum funding per proposal as identified in Appendix 1 – Marine RD&D Priority Research Streams of this CFP and within each identified RFP process.

Multi-year proposals may be submitted where the average annual cost will be used for financial evaluation purposes.

### 1.2 Clean Marine – Stream 1

The objective of the Clean Marine stream is to decrease greenhouse gas (GHG) and criteria air contaminants (CAC) emissions from Canadian vessels; this is accomplished through efficiency improvements and/or conducting fundamental clean technology research and validation of clean technologies or design changes. At this time, the Clean Marine stream will focus on two themes within the Canadian marine sector.

1. Emerging Technologies
2. Testing and Validation of Pre-Commercial and Commercial Technologies.

This stream is posted on buyandsell.gc.ca under file number T8009-190192

### 1.3 Marine Mammal Protection – Stream 2

The objective of the Marine Mammal Protection stream is to accelerate the deployment of technologies and/or designs that mitigate the impact of vessel-sourced underwater radiated noise (URN) on marine species and improve the detection of marine mammal presence in order to reduce the risk of acoustical and physical disturbances.

Due to the complexity and challenges associated with this initiative, Marine Mammal Protection will focus on 3 key areas

1. Safety Assessments and Technology Scans
2. Development of Models and Predictive Tools

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### 3. Testing and Evaluation of Technologies

This stream is posted on buyandsell.gc.ca under file number T8009-190191

#### 1.4 Combined Proposals – Stream 3

As development and research for both Stream 1 and Stream 2 may affect similar systems on vessels, TC-IC is interested in obtaining proposals which have implications for both streams, or that compare innovation affects between the streams. Stream 3 is specifically for proposals which meet requirements of both the Marine Mammal Protection initiative and the Clean Marine Initiative.

Projects that are submitted under this Stream should meet the objectives of both Streams 1 and 2. In previous research, it was identified that designing for efficiency improvements may result in additional benefits of noise reductions, or vice-versa. Transport Canada seeks to identify these technologies that result in both efficiency improvements and URN reduction, conduct testing and validation of the technologies, in order to quantify linkages between efficiency improvement and/or emission reductions (GHG and/or CAC) and URN reduction.

The key elements for this stream is a combination of both Stream 1 and Stream 2.

This stream is posted on buyandsell.gc.ca under file number T8009-190185

#### 1.5 Technology Readiness Level (TRL)

Canada is looking for proposals which have a specific range of TRL levels that is dependent on the key area and the initiative. The layout of the levels for each key are laid out in Appendix 1 – Marine RD&D Priority Research Streams.

#### 1.6 Trade Agreements

The Canadian Free Trade Agreement (CFTA) applies to this procurement. The CFP process is organized in a manner consistent with the principles of the CFTA in terms of equal access, fairness, and transparency.

This procurement is excluded from the North American Free Trade Agreement (NAFTA) as per Annex 1001.1b-2 Research and Development, all classes, and excluded from the application of the World Trade Organization—Agreement on Government Procurement (WTO-AGP) under Appendix 1, Annex 4, as well as excluded from the Canada-European Union Comprehensive Economic and Trade Agreement (CETA) as per Annex 19-5. a.

#### 1.7 Canadian Content

This procurement is conditionally limited to Canadian goods and/or services. See Part 3.2 for more information.

#### 1.8 Conflict of Interest

The Contractor, its subcontractor(s) or any of their agent(s) directly or indirectly involved in the performance of the Work and/or in the production of the deliverables under any resulting Contract will not be precluded from bidding on any potential future proposal solicitation related to the production or exploitation of any concept or prototype developed or delivered.

#### 1.9 Potential Conditions

The following may apply to the resulting contract(s) requirements:

### **1.9.1 Security Requirements**

There will be no security requirements associated with the resulting contract(s)

### **1.9.2 Federal Contractors Program (FCP)**

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 6 - Resulting Contract Clauses and the annex F titled - Federal Contractors Program for Employment Equity - Certification.

### **1.9.3 Comprehensive Land Claims Agreement (CLCA)**

Depending on the proposal received, the region of delivery for the goods and/or services may be in an area subject to Comprehensive Land Claims Agreements (CLCAs). If this occurs, the procurement will be subject to the applicable CLCA.

### **1.9.4 Controlled Goods**

Any resulting contract may be subject to the Controlled Goods Program. Refer to the Controlled Goods Program website (<https://www.tpsgc-pwgsc.gc.ca/pmc-cgp/index-eng.html>).

### **1.9.5 Intellectual Property**

The Bidder must certify that it owns or has the rights to all relevant background and/or foreground Intellectual Property (IP) requisite to proceed with the work as defined in the SOW.

The default position of Canada is to allow contractors to retain the IP rights with a license granted to Canada for IP rights, which would include the right to use and have used the IP for Canada's activities.

### **1.10 Maximum Funding and Performance Period**

For information regarding the maximum budget, number of projects desired per year, and maximum yearly budget per contract, refer to Annex A - Appendix 1 – Marine RD&D Priority Research Streams.

### **1.11 ePost Connect**

This CFP allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their proposals electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

### **1.12 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.13 Phased Bid Compliance**

The Phased Bid Compliance Process applies to this requirement.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

In this document, the term "bid" conveys "proposal." Following contract award (if awarded), the terms "Bid" and "Bidder" may be changed to "Contract" and "Contractor" and if not changed will be interpreted to mean, instead, "Contract" and "Contractor" unless otherwise noted.

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

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

- a) Section 05, Submission of bids, subsection 4:

**DELETE:** Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation.

**INSERT:**

Proposals will remain open for acceptance for a period of 12 months from the closing date of this CFP.

- b) Section 08, Transmission by facsimile or epost Connect

**DELETE:** Subsection 2 in its entirety.

**INSERT:** epost Connect

- a) Unless specified otherwise in the bid solicitation, bids must be submitted by using the epost Connect service provided by Canada Post Corporation (CPC).
- The only acceptable email address to use with epost Connect is:

[TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPReceptiondessoumissions-PRBidReceiving.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.

To submit a bid using epost Connect service, the bidder must:

- send as early as possible, and in any case, at least five business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the email indicated in part a. requesting to

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open an epost Connect Conversation. Requests to open an epost Connect conversation received after that time may not be answered.

If the Bidder sends an email requesting epost Connect service to the specified email in the bid solicitation, PWGSC will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time. PWGSC will keep the epost Connect conversation open until 30 days after the CFP closing date and time.

The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.

For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- receipt of corrupted or incomplete bid;
- availability or condition of the epost Connect service;
- incompatibility between the sending and receiving equipment;
- delay in transmission or receipt of the bid;
- failure of the Bidder to properly identify the bid;
- illegibility of the bid;
- security of bid data; or,
- inability to create an electronic conversation through the epost Connect service

A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with 2003 (2019-03-04) section 05 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements found within the Standard Acquisition Clauses and Conditions (SACC) Manual

Should a Bidder submit a late or delayed bid submission:

1. For bids submitted electronically, the late bids will be deleted. As an example, bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the PWGSC via the epost Connect service pertaining to a late bid, will be deleted. Records will be kept documenting the transaction history of all late bids submitted using epost Connect.
2. The only piece of evidence relating to a delay in the epost Connect service provided by CPC system that is acceptable to the PWGSC is a CPC epost Connect service date and time

c) Section 14, Price Justification:

**DELETE:** In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:



**INSERT:** For all pre-qualified proposals eligible for Contract award, the Bidders must provide, on Canada's request, one or more of the following price justification:

## 2.2 Submission of Proposals

Due to the nature of the CFP, proposals transmitted by facsimile will not be accepted.

All proposals submitted will be bound by the same terms, conditions and limitations.

All questions regarding the submission of proposals must be directed to the Contracting Authority.

## 2.3 Former Public Servant

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

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

- a) name of former public servant;

- b) date of termination of employment or retirement from the Public Service.

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

### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Contracting Authority

The Contracting authority for this Call for Proposal is:

Name: Eric Zwarich  
Acquisitions, Marine  
Public Works and Government Services Canada  
Address: 1230 Government Street, Suite 401  
Victoria, BC | Victoria, CB V8W 3X4 Canada  
Telephone: 250-661-2347  
Email: [Eric.Zwarich@pwgsc-tpsgc.gc.ca](mailto:Eric.Zwarich@pwgsc-tpsgc.gc.ca)

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## 2.6 Applicable Laws

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

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

## 2.7 Public Announcements

In order to coordinate any public announcements pertaining to any resulting contract, and as a courtesy, successful Bidders are requested, but not required, to notify the Contracting Authority fifteen (15) business days in advance of their intention to make public an announcement related to the recommendation of a contract award, or any information related to the contract. This notice will provide sufficient time for the Government of Canada to coordinate a potential joint announcement with the successful Bidders.

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Proposal Preparation Instructions**

This CFP is open to individuals, academia, and industry. Federal Public Service employees are subject to the Values and Ethics Code for the Public Sector and. All Bidders are subject to the provision of 2003 (2019-03-04) section 18 (2012-03-02) Conflict of interest—unfair advantage and as indicated in section 1.8 of this solicitation.

The Bidder's proposal must be in the format provided in the individual RFP under Annex A. Failure to provide the proposal in this format may result in the proposal being found non responsive. The completed proposal will be incorporated in to any resulting contract. Bidders are and will remain solely responsible for the accuracy and completeness of their proposals. Bidders should read all CFP documentation and request for Proposal notices for each stream in their entirety prior to submitting a proposal.

Bidders may submit more than one proposal per stream, and may submit proposals in multiple streams; however the proposals must be standalone and have no dependencies on other proposals. If proposals are identified as dependent, Canada reserves the right to declare any or all proposals as non-responsive and not consider them further. Each proposal will be evaluated separately on its own merit.

#### **3.1.1 Canadian Content Certification**

This procurement is conditionally limited to Canadian services.

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

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

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

### **3.2 Technical Proposal**

In their proposal, Bidders should demonstrate their understanding of the requirements contained in this CFP and the TC-IC Marine RD&D stream the proposal is being submitted to. Bidders should 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 proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated

To maintain the integrity of the evaluation, evaluators will consider only information presented in the proposal. No information will be inferred and personal knowledge or beliefs will not be utilized in the evaluation. Bidders should explicitly demonstrate, in sufficient detail, how all criteria are met. Evaluators will take the entire proposal into consideration for each criterion. If information is found elsewhere in the proposal that corresponds to a criterion, evaluators will consider this.

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### 3.3 Financial Proposal

The financial layout of the Bidder's proposal must be submitted in the RFP under Annex A. Failure to provide the financial proposal in this format may result in the proposal being found non responsive. The completed annex will form Annex B – Basis of Payment in any resulting Contract.

All costs identified in the proposal must be in Canadian dollars (CAD)

The costs submitted with the proposal must be in accordance with the [PWGSC Contract Cost Principles 1031-2](#). Furthermore, the total amount of profit must not exceed 20 percent (20%) of the total bid price. For academic institutions, costs must be in accordance with [10.40](#) of the *Supply Manual*.

Requests for exchange rate fluctuation risk mitigation are not permitted as per [C3011T \(2013-11-06\) Exchange Rate Fluctuation](#).

The Cost proposal must clearly indicate all costs for the project, broken down in detail, with indication of what costs will be covered by the bidder and what costs are proposed for TC-IC to cover.

The maximum amount of TC-IC funding per project is dependent on the stream as well as them, please consult the appropriate table found in Appendix 1.

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## 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. If required, Canada may use external Subject Matter Experts (SMEs) to evaluate any proposal. External SMEs will be required to confirm they are not in a conflict of interest, and sign a non-disclosure agreement.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.
- (d) In conducting its evaluation of the proposals, Canada may, but will have no obligation to, request clarifications from the Bidders regarding information provided in the proposal. This must not be construed as:
  - an opportunity to provide supplemental information;
  - an intent to repair or modify the proposal; and
  - an intent to contract with the Bidder
- (e) The Bidder must provide a response to the written request for clarification or verification issued by the Contracting Authority in accordance with the provisions of the request, which may include a time period in which to provide the response. Failure to comply with the request may result in the proposal being declared non-responsive and given no further consideration.

#### 4.1.1 Phased Bid Compliance Process (PBCP)

##### 4.1.1.1 (19-07-2018) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY

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REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 (2018-03-13) Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice.

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Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.

- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 (2018-03-13) Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received



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after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.

- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.1.2 (2017-07-31) Technical Evaluation**

##### **4.1.2.1 (2017-07-31) Mandatory Criteria**

The Phased Bid Compliance Process will apply to all mandatory criteria.

##### **4.1.2.2 Point-Rated Criteria**

The Phased Bid Compliance Process will apply to all point rated criteria.

#### **4.2 Evaluation Criteria**

##### **4.2.1 Mandatory Financial Criteria**

Financial proposals will be evaluated in accordance with the Mandatory Financial Criteria located in the RFP Stream. Proposals must meet all mandatory requirements to be considered responsive and proceed to the point rated financial evaluation phase.

##### **4.2.2 Point-Rated Financial Evaluation**

Financial proposals will be evaluated in accordance with the Point-Rated Financial Criteria located in RFP Stream. Proposals must meet the minimum point score indicated to be considered responsive and proceed to the mandatory screening criteria.

##### **4.2.3 Mandatory Technical Criteria**

Proposals will be evaluated in accordance with the Mandatory Technical Criteria as indicated in the RFP Stream. Proposals must meet all the mandatory screening criteria to be found responsive and proceed to the point rated screening criteria.

##### **4.2.4 Point-Rated Technical Criteria**

Proposals will be evaluated in accordance with the Point-Rated Technical Criteria as indicated in the RFP Stream. Proposals must meet the minimum point score to be considered responsive.

#### **4.3 Basis of Ranking**

To be declared responsive, a proposal must successfully pass all evaluation meeting the mandatory requirements indicated in the RFP Stream.

Proposals will then be ranked in each stream in accordance with the scoring system indicated in each RFP Stream, from highest to lowest.

#### **4.4 Basis of Selection**

Transport Canada will review all proposals submitted under each stream and a committee of TC representatives will select one or more proposals from each stream to submit for approval to the management team.

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The management team will determine which proposals will be accepted and processed further.

#### **4.5 Debriefings**

PWGSC will inform all bidders of their individual results via email. Results will be sent at the following points of the process:

- a) Completion of Proposal Evaluation – Successfully in the pool or found non-responsive.
- b) After Selection of Proposals – Proposal selected for award phase, or if proposal was not selected in this Call for Proposals.

Contract award notices will also be posted on the Buy and Sell website. Canada may, on request by the Bidder, provide unsuccessful Bidders with additional clarification. Bidders must make their requests to the Contracting Authority within 15 working days after the receipt of their individual results.

#### **4.6 Contracting Process**

Bidders whose proposals are selected and approved by the Transport Canada Management Team will be approached by PWGSC for supplemental information required for processing Bidders during the Contract award process.

Additionally, Canada may require to negotiate changes to the proposal in regards to the following:

- Clarification of deliverables or processes proposed by Bidder.
- Negotiate Milestone payment schedule.
- Negotiate Milestone Deliverable requirements.
- Obtain further price breakdown.

In submitting a bid Bidders are indicating agreement with the terms and conditions as stated, and no negotiation of the resulting terms and conditions will be conducted. Failure to accept the terms and agreements indicated in the RFP Stream could result in the proposal being found non-responsive.

Terms and Conditions which are not applicable may be modified during the Contract Award Process as being Not Applicable on a proposal by proposal case.

PWGSC must verify that all costs are fair and reasonable. If a cost cannot be supported the cost may not be included in the contract. Failure to achieve consensus on any aspect of the negotiations will result in the proposal being set aside and not given any further consideration. If an agreement cannot be reached between Canada and the Bidder within two months from the date of notification of the Bidder's result, Canada reserves the right to stop negotiations with the Bidder and dissociate the funds.

#### **4.7 Contract Award**

Upon successful completion of all steps in the contract award process, internal approval will be sought and the Bidder's proposal will be recommended for contract award. At no time during the Call for Proposal process is there a guarantee of Contract award until such time as the contract is signed by Canada and the Contractor.

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## **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.

Certifications required with the Bidder's proposal will be identified in the RFP Stream.

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## PART 6 – RESULTING CONTRACT CLAUSES

Resulting contract clauses are subject to modification by Canada. Additional clauses may be indicated under each of the RFP streams.

The following are general clauses that will be used in all RFP Streams.

### 6.1 Requirement

The Contract must perform work in accordance with the Requirement located in Annex A and the Contractor's proposal dated \_\_\_\_\_

### 6.2 General Conditions

2040 (2018-06-21), General Conditions—Research & Development, apply to and form part of the Contract.

### 6.3 Security Requirement

There is no security requirements

### 6.4 Term of Contract

The period of the Contract is from Contract award date to \_\_\_\_\_ inclusive.

Or;

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

**TBD**

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

#### 6.5.2 Technical Authority

The Technical Authority for the Contract is:

**TBD**

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

### **6.5.3 Procurement Authority**

The Procurement Authority for the Contract is:

**TBD**

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

### **6.5.4 Contractor's Representative**

**TBD**

## **6.6 Payment**

### **6.6.1 Basis of Payment—Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex A for a cost of \$\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

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

### **6.6.2 Method of Payment**

#### **6.6.2.1 Milestone Payments**

Canada will make milestone payments in accordance with the Work Plan and Deliverables – Milestone tables detailed in the Requirement (Annex A) and the payment provisions of the Contract if:

- a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111
- b) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- c) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- d) all work associated with the milestone has been completed and accepted by Canada.

### **6.6.3 SACC Manual Clauses**

A9117C (2007-11-30), T1204— Direct Request by Customer Department

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## 6.7 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions 2040 (2018-06-21);
- c) The Contractor's proposal dated \_\_\_\_\_.
- d) Annex A - Requirement;

## 6.8 Discretionary Audit

One of the following SACC Manual clauses will apply.

- a) C0101C (2010-01-11), Discretionary Audit—Non-commercial Goods and/or Services.
- b) C0102C (2010-01-11), Discretionary Audit—Canadian Universities and Colleges.

## 6.9 Invoicing Instructions

The Contractor must submit a claim for progress payment using form PWGSC-TPSGC 1111 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>), Claim for Progress Payment.

Each claim must show:

- a) all information required on form PWGSC-TPSGC 1111;
- b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c) the description and value of the milestone claimed as detailed in the Contract.

The Contractor must prepare and certify an original claim on Form PWGSC-TPSGC 1111, and forward it to the Technical Authority for certification with a copy to the Contracting Authority, in an electronic format, to the electronic mail addresses identified under section entitled "Authorities" of the Contract. Portable Document Format (.pdf) is acceptable. The Technical Authority will inspect and certify the claim for work and forward the certified claim to the Payment Office for the remaining certification, and payment will take place.

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

## 6.10 Certifications

### 6.10.1 Compliance

Compliance with the certifications (attestations) and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire contract period. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract.

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## 6.10.2 Canadian Content Certification

The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained at article 11.

The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

## 6.11. Canadian Content Definition

### 6.11.1 Canadian Good:

A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported elements may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the North American Free Trade Agreement (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory" is to be replaced with "Canada". (Consult Annex 3.6 (9) of the *Supply Manual*.)

### 6.11.2 Canadian Service:

A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.

### 6.11.3 Variety of goods:

When requirements consist of more than one good, one of the two methods below is applied:

- a) aggregate evaluation: no less than percent of the total bid price must consist of Canadian goods; or,
- b) item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.

### 6.11.4 Variety of services:

For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.

### 6.11.5 Mix of goods and services:

When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above). For more information on how to determine



the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#) (9), Example 2, of the *Supply Manual*.

#### **6.11.6 Other Canadian goods and services:**

Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

#### **6.12 Applicable Laws**

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

#### **6.13 Controlled Goods Program**

Not applicable.

or

*SACC Manual* clause A9131C (2014-11-27), Controlled Goods Program—Contract

*SACC Manual* clause B4060C (2011-05-16), Controlled Goods

#### **6.14 Milestone Schedule**

**TBD**

#### **6.15 Applicable Foreign Nationals**

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

or

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

#### **6.16 Proactive Disclosure of Contracts with Former Public Servants (if applicable)**

*SACC Manual* clause A3025C (2013-03-21)

#### **6.17 Joint Venture (if applicable)**

Note: This section will be deleted if the Bidder awarded the Contract is not a joint venture. If the Contractor is a joint venture, this clause will be completed with information provided in the bid.

6.17.1 The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.

6.17.2 With respect to the relationship between the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

- i. \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
- ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and

- iii. all payments made by Canada to the representative member will act as a release by all the members.

- 6.17.3 All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affect the performance of the work in any way
- 6.17.4 All the members are jointly and severally, or solitarily, liable for the performance of the entire Contract.
- 6.17.5 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- 6.17.6 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

#### **6.18 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.

Appendix 1 – Marine RD&D Priority Research Streams

Stream 1 – Clean Marine

The objective of the Clean Marine stream is to decrease greenhouse gas (GHG) and criteria air contaminants (CAC) emissions from Canadian vessels; this is accomplished through efficiency improvements and/or conducting fundamental clean technology research and validation of clean technologies or design changes. At this time, the Clean Marine stream will focus on two themes within the Canadian marine sector.

ID	Title	Short Description	TRL	Estimated Time Line	Cost Share to TC allowed	Estimated Budget	Number of projects per year	Maximum yearly budget per project
(1a)	Emerging Technologies	Projects under this theme will address fundamental science and research to adapt or develop new technologies to reduce GHG and CAC emissions from the marine sector, and/or improve vessel efficiency.	2-5	1-10 years	75%	1.2 M/4 years	1-2	\$150,000
(1b)	Testing and Evaluation of Pre-Commercial and Commercial Technology	Projects under this theme include the testing and validation of pre-commercial and commercially ready technologies that have the potential to reduce GHG and CAC emissions from the marine sector, and/or improve vessel efficiency.	6-9	1-5 years	50%	3.5 M/4 years	1-2	\$500,000

### Stream 2 – Marine Mammal Protection

The objective of the Marine Mammal Protection stream is to accelerate the deployment of technologies and designs that mitigate the impact of vessel-sourced underwater radiated noise (URN) on marine species and improve the detection of marine mammal presence in order to reduce the risk of acoustical and physical disturbances.

ID	Title	Short Description	TRL	Estimated Time Line	Cost Share to TC allowed	Estimated Budget	Number of projects per year	Maximum yearly budget per project
(2a)	Safety Assessments and Technology Scans	Projects under this theme include assessments and/or scans to analyze the safety, noise, energy and economic implications related to noise reduction and marine mammal detection technologies and novel designs in order to reduce acoustical and physical disturbances.	NA	1-2 years	100%	\$1.4M/4 years	1-2	\$175,000
(2b)	Development of Models and Predictive Tools	Projects under this theme include the development of models and tools for the prediction and reduction of vessel URN.	2-9	1-4 years	100%	\$2.0M/4 years	1-2	\$500,000
(2c)	Testing and Evaluation of Technologies	Identification and validation of technologies and designs to reduce URN (retrofit or new build), and improve the detection of marine mammal presence in order to reduce the risk of acoustical and physical disturbances.	6-9	1-4 years	50%	\$13M/4 years	3-5	\$1,000,000

Stream 3 – Combined proposals

Projects that are submitted under this Stream should meet the objectives of both Streams 1 and 2. In previous research, it was identified that designing for efficiency improvements may result in additional benefits of noise reductions, or vice-versa. Transport Canada seeks to identify these technologies that result in both efficiency improvements and URN reduction, conduct testing and validation of the technologies, in order to quantify linkages between efficiency improvement and/or emission reductions (GHG and/or CAC) and URN reduction.

ID	Title	Short Description	TRL	Estimated Time Line	Cost Share to TC allowed	Estimated Budget	Number of projects per year	Maximum yearly budget per project
3	Combined Stream – Technologies to reduce both Emissions and URN	Projects under this theme include the testing and evaluation of technologies that have been identified to reduce or have the potential to reduce emissions and URN of the marine sector.	6-9	1-4 years	50%	\$16.5 M/4years	2-5	\$1,500,000