

**REQUEST FOR SUPPLY ARRANGEMENTS (RFSA)
FOR TECHNICAL INVESTIGATION AND ENGINEERING SERVICES (TIES)
FOR THE CANADIAN COAST GUARD (CCG)**

TABLE OF CONTENTS

1	PART 1 - GENERAL INFORMATION	3
1.1	INTRODUCTION	3
1.2	SUMMARY	3
1.3	CANADIAN CONTENT	4
1.4	DEBRIEFINGS.....	5
1.5	USE OF AN E-PROCUREMENT SOLUTION (EPS)	5
2	PART 2 - SUPPLIER INSTRUCTIONS	6
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	6
2.2	SUBMISSION OF ARRANGEMENTS	6
2.3	FORMER PUBLIC SERVANT - NOTIFICATION	6
2.4	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - NOTIFICATION	7
2.5	ENQUIRIES - REQUEST FOR SUPPLY ARRANGEMENTS	7
2.6	APPLICABLE LAWS	7
3	PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS	8
3.1	ARRANGEMENT PREPARATION INSTRUCTIONS	8
4	PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1	EVALUATION PROCEDURES	10
4.2	BASIS OF SELECTION	10
5	PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1	CERTIFICATIONS REQUIRED WITH THE ARRANGEMENT	11
5.2	CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A SUPPLY ARRANGEMENT AND ADDITIONAL INFORMATION	11
6	PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES	13
A.	SUPPLY ARRANGEMENT	13
6.1	ARRANGEMENT	13
6.2	SECURITY REQUIREMENTS	13
6.3	STANDARD CLAUSES AND CONDITIONS	13
6.4	TERM OF SUPPLY ARRANGEMENT	14
6.5	AUTHORITIES.....	15
6.6	IDENTIFIED USERS	16
6.7	ON-GOING OPPORTUNITY FOR QUALIFICATION.....	16
6.8	PRIORITY OF DOCUMENTS	16
6.9	CERTIFICATIONS AND ADDITIONAL INFORMATION	16
6.10	APPLICABLE LAWS	17
6.11	TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	17
6.12	RESTRICTIONS ON BIDDING	17
6.13	PRE-QUALIFIED PERSONNEL LIST.....	18
6.14	SUSPENSION OR CANCELLATION OF QUALIFICATION BY CANADA.....	18
6.15	BASIS OF PAYMENT.....	18
6.16	INSURANCE REQUIREMENTS.....	18

B.	BID SOLICITATION	19
6.1	BID SOLICITATION DOCUMENTS.....	19
6.2	BID SOLICITATION PROCESS	20
C.	RESULTING CONTRACT CLAUSES	21
6.1	GENERAL	21
	ANNEX "A"	22
	STATEMENT OF WORK	22
	ANNEX "B"	23
	BASIS OF PAYMENT	23
	ANNEX "C"	25
	INSURANCE REQUIREMENTS	25
	ANNEX "D"	27
	REPORTING REQUIREMENTS	27
	ANNEX "E"	28
	TECHNICAL EVALUATION PLAN.....	28
	ANNEX "F"	29
	FINANCIAL EVALUATION PLAN	29
	APPENDIX 1	32
	TEMPLATE OF REQUEST FOR PROPOSAL / CONTRACT BELOW A VALUE OF \$25,000	32
	APPENDIX 2	33
	TEMPLATE OF REQUEST FOR PROPOSAL / CONTRACT ABOVE \$25,000 AND BELOW \$100,000...	33

1 PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA; and
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, the Reporting Requirements, the Technical Evaluation Plan, the Financial Evaluation Plan, the Template of Request for Proposal / Contract below a Value of \$25,000 and the Template of Request for Proposal / Contract above \$25,000 and below \$100,000.

1.2 Summary

1.2.1 The Department of Fisheries and Oceans, Canadian Coast Guard (CCG) has a requirement for Technical Investigation and Engineering Support (TIES) Supply Arrangement (SA) at Canadian Coast Guard Vessels and Base location(s) across Canada located within the following regions:

- 1) National Capital Region;
- 2) Western Region;
- 3) Central & Arctic Region; and
- 4) Atlantic Region.

Excluding locations within Comprehensive Land Claims Settlement Areas.

1.2.2 Period of Supply Arrangement

The period for awarding contracts under the Supply Arrangement is for five (5) years from the date of the Supply Arrangement, with an option to extend by one (1) additional two (2) year period.

1.2.3 Previous Supply Arrangement (SA) Holders

Previous Supply Arrangement (SA) Holders for SA F7048-090005 are required to re-qualify and comply with the requirements of this renewal solicitation to obtain a Supply Arrangement.

1.2.4 The TIES areas of expertise are:

- 1) Naval Architecture;
- 2) Marine Mechanical Engineering;
- 3) Marine Electrical Control and Power Systems;
- 4) Hovercraft Systems;
- 5) Non-Destructive Test Analysis;
- 6) Shore-Based Marine Communication and Navigation Systems;
- 7) Marine Informatics Technology;
- 8) Infrastructure;
- 9) Shore-Based Mechanical, Electrical and Power Systems;
- 10) Aids to Navigation;
- 11) Vessel and Shore-Based Environmental Services; and
- 12) Integrated Logistics Support.

1.2.5 Trade Agreements

The requirement is subject to the Canadian Free Trade Agreement (CFTA).

1.2.6 Canadian Content

The requirement covered by the bid solicitation of any resulting supply arrangement is solely limited to Canadian services.

1.2.7 Deliveries to Locations Excluding CLCAs

The Request for Supply Arrangements (RFSA) is to establish supply arrangements for the delivery of the requirement detailed in the RFSA to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting supply arrangements.

1.2.8 Transmission of Arrangement Electronically

This RFSA allows suppliers to use the epost Connect service provided by Canada Post Corporation to transmit their arrangement electronically. Suppliers must refer to Part 2 of the RFSA entitled Supplier Instructions and Part 3 of the RFSA entitled Arrangement Preparation Instructions for further information on using this method.

1.2.9 Security Requirements

There is no security requirement applicable to the Supply Arrangement.

1.3 Canadian Content

The services covered by the Supply Arrangement are solely limited to Canadian services as defined in clause [A3050T](#).

Solicitation No. - N° de l'invitation
F7012-190001/A
Client Ref. No. - N° de réf. du client
F7012-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.F7012-190001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

SACC Manual clause [A3050T](#) (2018-12-06) Canadian Content Definition

1.4 Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

1.5 Use of an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Supply Arrangement that is issued under this solicitation, refer to 6.11 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

2 PART 2 - SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The [2008](#) (2019-03-04) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of [2008](#), Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: 60 days
Insert: 120 days

2.1.1 List of Proposed Subcontractors

If the arrangement includes the use of subcontractors to perform the work, the Supplier agrees to provide a list of all subcontractors including a description of the work to be performed and the location of the performance of that work. The list of subcontractors shall not include subcontractors that are providing off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

2.2 Submission of Arrangements

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

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

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

Note: Arrangements 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 [2008](#), or to send arrangements through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with

former public servants, [Contracting Policy Notice 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

2.4 Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

2.5 Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than seven (7) calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by Suppliers 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 Suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

2.6 Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 Suppliers.

3 PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

- If the Supplier chooses to submit its arrangement electronically, Canada requests that the Supplier submits its arrangement in accordance with section 08 of the 2008 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The arrangement must be gathered per section and separated as follows:

Section I: Technical Arrangement
Section II: Financial Arrangement
Section III: Certifications

- If the Supplier chooses to submit its arrangement in hard copies, Canada requests that the Supplier submits its arrangement in separately bound sections as follows:
 - Section I: Technical Arrangement, three (3) hard copies, one (1) soft copy on USB key;
 - Section II: Financial Arrangement, one (1) hard copy; and
 - Section III: Certifications, one (1) hard copy.

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy. The hard copy shall be numbered and the hard copy identified as one (1) will be the **master copy** and shall have priority over the two (2) other hard copies.

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

Due to the nature of the RFSA, arrangements transmitted by facsimile will not be accepted.

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (b) use a numbering system that corresponds to the RFSA.

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

Solicitation No. - N° de l'invitation
F7012-190001/A
Client Ref. No. - N° de réf. du client
F7012-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.F7012-190001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Arrangement

In the technical arrangement, Suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. The Technical Evaluation Plan is at Annex "E".

Section II: Financial Arrangement

Suppliers must submit the financial arrangement in accordance with Annex "F", Financial Evaluation Plan.

Section III: Certifications

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

4 PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.
- (c) The evaluation team will verify that an arrangement includes all applicable certifications and other documentation requested under the Request for Supply Arrangement and that such information is complete.
- (d) If the Supply Arrangement Authority seeks clarification from the Supplier about its arrangement, the Supplier will have two (2) working days (or a longer period if specified in writing by the Supply Arrangement Authority) to provide the necessary information. Failure to meet this deadline will result in the arrangement or a part thereof being declared non-responsive, unless the Supply Arrangement Authority grants an extension in his sole discretion.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Mandatory Technical Criteria are listed in Annex "E", Technical Evaluation Plan.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The Mandatory Financial Criteria are listed in Annex "F", Financial Evaluation Plan.

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria, Mandatory Financial Criteria and Certifications

An arrangement must comply with the requirements of the Request for Supply Arrangements and meet all mandatory technical criteria, mandatory financial criteria and Part 5 Certifications and additional information to be declared responsive.

5 PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority will render the arrangement non-responsive, or constitute a default under the Contract.

5.1 Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all suppliers must provide with their arrangement, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information

The certifications and additional information listed below should be submitted with the arrangement, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the arrangement non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Supplier must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Additional Certifications Precedent to Issuance of a Supply Arrangement

5.2.2.1 Status and Availability of Resources

SACC Manual clause [S3005T](#) (2008-12-12) Status and Availability of Resources.

5.2.2.2 Education and Experience

SACC Manual clause [S1010T](#) (2008-12-12) Education and Experience.

Solicitation No. - N° de l'invitation
F7012-190001/A
Client Ref. No. - N° de réf. du client
F7012-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.F7012-190001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

5.2.2.3 Information Required for Code of Conduct Certification

The Supplier will provide the list of names of the following entities, according to the ownership nature of the company:

- (a) For a Corporation – the full name of each current member of the Supplier's Board of Directors;
- (b) For a Partnership, General Partnership or Limited Partnership - the full names of all current partners; and
- (c) For a Sole proprietary, the full name of the owner.

5.2.2.4 Restrictions on Bidding

The Supplier (hereinafter "Contractor") acknowledges and agrees that if it enters into a contract resulting from this Supply Arrangement, the Contractor may have access to proprietary or confidential information or to information related to future bid solicitations or future contracts (collectively "future contracts") for work related to the Work that will be performed under the Contract. The Contractor accordingly agrees to the following restrictions to avoid any unfair advantage or conflict of interest:

- 1) The Contractor agrees that during a period of two (2) years following the delivery and acceptance of the deliverables under a contract resulting from this Supply Arrangement (hereinafter "SA Contract"), neither it nor any of its affiliates nor its subcontractors or any of the subcontractor's affiliates performing that SA Contract may bid or participate as a subcontractor or consultant or in any other role in the preparation of any bidder's bid for any future contract related to the SA Contract that would create an unfair advantage or conflict of interest. Affiliate is as defined in the Canada Business Corporations Act, R.S.C. 1985, Chapter 44, as amended. The Contractor must bind its subcontractors and all applicable affiliates accordingly in order that they comply with this provision.
- 2) Any bid prohibited by paragraph 1) will be deemed non-responsive and will not be considered. If a violation is discovered after award of a future contract, the violation shall be grounds for termination under the default provisions of the Contract.
- 3) The Contractor shall indemnify and save harmless Canada, the Minister and their servants and agents (the indemnitees) from and against any damages, costs and expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur and suffer as a result or arising out of any loss or damage which may be or alleged to be caused to or suffered by any person subject to any of the above restrictions, and for all loss or damage suffered by any of the indemnitees as a result of any breach by the Contractor of these restrictions.

The Supplier must sign and submit this provision as part of its Arrangement.

Full (legal) name of Supplier

Name of person who can bind the Supplier

Signature of person who can bind the Supplier

Date

6 PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

6.1 Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex "A".

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Supply Arrangement.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2020](#) (2017-09-21) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

6.3.2 Supply Arrangement Reporting

6.3.2.1 Periodic Usage Reports - Supply Arrangement

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in Annex "D". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a monthly basis to the **Supply Arrangement Authority** and the **CCG Project Authority**.

The data must be submitted to the Supply Arrangement Authority no later than fifteen (15) calendar days after the end of the reporting period.

6.3.2.2 Evaluation Report by the Technical Project Officer

At contract award, the Technical Project Officer must forward to the **SA Authority** and the **CCG Project Authority** the completed Appendix A, Template of Evaluation Report, of Appendix 1.

Any amendment to the SA Contract by the Technical Project Officer must be forwarded to the CCG Project Authority and the Supply Arrangement Authority.

The Technical Project Officer does not have the delegated authority to issue an amendment to the SA contract that would increase the value of the contract above \$25,000 including applicable taxes.

The CCG Project Authority remains responsible to insure that all Technical Project Officers submit the information as requested in Appendix A of Appendix 1.

6.4 Term of Supply Arrangement

6.4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from 1 April 2020 to 31 March 2025.

6.4.2 Option to Extend the Supply Arrangement

The Supplier grants to Canada the irrevocable option to extend the term of the Supply Arrangement by one (1) additional two (2) year period under the same conditions. The Supplier agrees that, during the extended period of the Supply Arrangement, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Supplier at least fifteen (15) calendar days before the expiry date of the Supply Arrangement. The option may only be exercised by the Supply Arrangement Authority, and will be evidenced for administrative purposes only, through a revision to a supply arrangement.

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Supply Arrangement (SA) is for the delivery of the requirement detailed in the SA to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the supply arrangement.

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in the Basis of Payment at Annex "B" of the Supply Arrangement.

Solicitation No. - N° de l'invitation
F7012-190001/A
Client Ref. No. - N° de réf. du client
F7012-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.F7012-190001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

6.5 Authorities

6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Yvan Guay
Supply Team Leader
Public Works and Government Services Canada
Defence and Marine Procurement Branch
Refit, Logistics and Small Vessel Construction Directorate
Place du Portage, Phase III, 8B3
11 Laurier Street
Gatineau, Quebec
K1A 0S5

Telephone: 819-420-2907
Facsimile: 819-956-0897
E-mail address: Yvan.Guay@tpsgc-pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

6.5.2 CCG Project Authority

The CCG Project Authority is:

Name: _____
Title: _____

Telephone: _____
E-mail address: _____

The CCG Project Authority is responsible for tracking and reporting the use of the Supply Arrangement and the subsequent awarded SA Contracts for the Identified Users as listed in section 6.6.

(The Supply Arrangement Authority will insert the CCG Project Authority at issuance of Supply Arrangement.)

6.5.3 Supplier's Representative

Name: _____
Title: _____

Telephone: _____
E-mail address: _____

(The Supply Arrangement Authority will insert the Supplier's Representative's information as specified by the Supplier in his arrangement.)

6.6 Identified Users

Please note that in the subsequent RFPs / Contracts, the Identified Users will be referred to as Contract Project Authorities.

The Identified Users of the Department of Fisheries and Oceans, Canadian Coast Guard (CCG) are technical project officers, their managers and directors within the Integrated Technical Services Directorate of the Canadian Coast Guard.

The Supply Arrangement Authority may, at any time, withdraw authority from any of the Identified Users to issue bid solicitations and award contracts under the Supply Arrangement.

The Supply Arrangement Authority is authorized to issue bid solicitations and award contracts under the Supply Arrangement on behalf of the above Identified Users of the Canadian Coast Guard.

6.7 On-going Opportunity for Qualification

A Notice will be posted once a year, around September, on the Government Electronic Tendering Service (GETS) to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

6.8 Priority of Documents

If there is a discrepancy between the wordings 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 the Supply Arrangement;
- (b) the general conditions 2020 (2017-09-21), General Conditions - Supply Arrangement - Goods or Services;
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Insurance Requirements;
- (f) Annex "D", Reporting Requirements;
- (g) Appendix 1, Template of Request for Proposal / Contract below a Value of \$25,000;
- (h) Appendix 2, Template of Request for Proposal / Contract above \$25,000 and below \$100,000 and
- (i) the Supplier's arrangement dated _____. (The Supply Arrangement Authority will insert the date of arrangement as specified by the Supplier in his arrangement.)

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Supplier in its arrangement or precedent to issuance of the Supply Arrangement (SA), and the ongoing cooperation in providing additional information are conditions of issuance of the SA and failure to comply will constitute the Supplier in default. Certifications are subject to verification by Canada during the entire period of the SA and of any resulting contract that would continue beyond the period of the SA.

6.10 Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (The Supply Arrangement Authority will insert the province or territory as specified by the Supplier in his arrangement.)

6.11 Transition to an e-Procurement Solution (EPS)

During the period of the Supply Arrangement, Canada may transition to an EPS for more efficient processing and management of individual contracts for any or all of the SA's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Supplier with at least a three-month notice to allow for any measures necessary for the integration of the Supply Arrangement into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Supplier chooses not to provide the supply arrangement of their goods or services through the e-procurement solution, the Supply Arrangement may be set aside by Canada.

6.12 Restrictions on Bidding

The Supplier (hereinafter "Contractor") acknowledges and agrees that if it enters into a contract resulting from this Supply Arrangement, the Contractor may have access to proprietary or confidential information or to information related to future bid solicitations or future contracts (collectively "future contracts") for work related to the Work that will be performed under the Contract. The Contractor accordingly agrees to the following restrictions to avoid any unfair advantage or conflict of interest:

- 1) The Contractor agrees that during a period of two (2) years following the delivery and acceptance of the deliverables under a contract resulting from this Supply Arrangement (hereinafter "SA Contract"), neither it nor any of its affiliates nor its subcontractors or any of the subcontractor's affiliates performing that SA Contract may bid or participate as a subcontractor or consultant or in any other role in the preparation of any bidder's bid for any future contract related to the SA Contract that would create an unfair advantage or conflict of interest. Affiliate is as defined in the Canada Business Corporations Act, R.S.C. 1985, Chapter 44, as amended. The Contractor must bind its subcontractors and all applicable affiliates accordingly in order that they comply with this provision.
- 2) Any bid prohibited by paragraph 1) will be deemed non-responsive and will not be considered. If a violation is discovered after award of a future contract, the violation shall be grounds for termination under the default provisions of the Contract.
- 3) The Contractor shall indemnify and save harmless Canada, the Minister and their servants and agents (the indemnitees) from and against any damages, costs and expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur and suffer as a result or arising out of any loss or damage which may be or alleged to be caused to or suffered by any person subject to any of the above restrictions, and for all loss or damage suffered by any of the indemnitees as a result of any breach by the Contractor of these restrictions.

6.13 Pre-qualified Personnel List

- 1) Following the evaluation of the personnel provided by the Suppliers, a list of pre-qualified personnel will be created by the SA Authority. The list will contain the names of pre-qualified personnel by supplier, their occupational category and their area of expertise.
- 2) For each contract under this SA, the supplier must provide pre-qualified personnel that meet the technical requirement of that contract.
- 3) If pre-qualified personnel is not available, the supplier must provide a copy of the resume of the new resource to the SA Authority and CCG Project Authority for evaluation. If the new resource meets the RFSA Mandatory Technical Criteria for the occupational category, the name will be added to the pre-qualified personnel list.

6.14 Suspension or Cancellation of Qualification by Canada

As per General Conditions 2020-06, the Supplier must immediately notify the Supply Arrangement Authority if it no longer meets any of the qualification requirements of the Supply Arrangement. A qualified Supplier is requested to inform the Supply Arrangement Authority if it no longer has the qualified personnel in an Area of Expertise, this also applies to the fields of specialty. The Supply Arrangement Authority may send a written notice to the Supplier to suspend or remove the Area of Expertise. In the event that this Supplier previously qualified send a resume of an alternate qualified personnel in that Area of Expertise, the Supply Arrangement Authority may re-qualify the Supplier in that Area of Expertise by removing the suspension for that Area of Expertise.

Example: If a qualified Supplier within the hovercraft systems area of expertise no longer has a qualified personnel in the field of specialty: "propeller design", this Supplier is no longer qualified in the area of expertise: "hovercraft systems" and must inform the Supply Arrangement Authority. The Supply Arrangement Authority will send a written notice to suspend the Area of Expertise.

The Government of Canada reserves the right to audit a qualified Supplier and its personnel capabilities to meet the area of expertise and the fields of specialty.

If the Supply Arrangement Authority discovers that a Supplier does not have qualified personnel, Canada may send a written notice to the Supplier as per the above paragraphs.

6.15 Basis of Payment

The Basis of Payment is in Annex "B" of the Supply Arrangement.

6.16 Insurance Requirements

The Insurance Requirements are in Annex "C" of the Supply Arrangement.

B. BID SOLICITATION

6.1 Bid Solicitation Documents

6.1.1 Canada will use the following bid solicitation templates based on the estimated dollar value and complexity of the requirement:

- Simple, for low dollar value requirements (not exceeding \$25,000 including cumulative amendments and including all applicable taxes), the template is provided in Appendix 1, Template of Request for Proposal / Contract below a Value of \$25,000.
- **The Identified Users must use the template in Appendix 1 for any project / requirement below \$25,000. Any contract amendment above the threshold of \$25,000 must be approved by the Supply Arrangement Authority.**
- Medium Complexity (MC) for medium complexity requirements (from \$25,000 to \$100,000, applicable taxes included), the template is provided in Appendix 2, Template of Request for Proposal / Contract above \$25,000 and below \$100,000.

The Identified Users must use the template in Appendix 2 for any project / requirement from \$25,000 to \$100,000. Any contract amendment above the threshold of \$100,000 must be approved by the Supply Arrangement Authority. The Identified User must obtain the approval of the CCG ITS Director prior to issue bid solicitation.

6.1.2 A copy of the template(s) can be requested by suppliers from the Supply Arrangement Authority or the Contracting Authority, as applicable.

6.1.3 References to the MC and Simple templates in PWGSC Request for Supply Arrangement are provided as examples only. The Appendix 1 Template contains the Simple Template. The Appendix 2 contains the MC Template. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

6.1.4 The bid solicitation will contain as a minimum the following:

- (a) a complete description of the Work to be performed, including scope of work, requirement, standards, deliverables and occupational categories;
- (b) 2003, Standard Instructions - Goods or Services - Competitive Requirements;

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

“at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the Ineligibility and Suspension Policy. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors.”

- (c) bid preparation instructions;
- (d) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (e) evaluation procedures and basis of selection;

- (f) certifications; and
- (g) resulting contract clauses.

6.2 Bid Solicitation Process

- 6.2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA and who are qualified in the required Area of Expertise.
- 6.2.2 The bid solicitation will be sent directly to Suppliers.
- 6.2.3 For bid solicitation not exceeding \$25,000 including cumulative amendments and including all applicable taxes, the Identified User will choose one (1) to three (3) Suppliers qualified in the required Area of Expertise and the CCG Project Authority will provide an additional two (2) rotationally chosen Suppliers qualified in the required Area of Expertise to receive the Bid Solicitations.

The Identified Users must use the template in Appendix 1 for any project / requirement below \$25,000. Any contract amendment above the threshold of \$25,000 must be approved by the Supply Arrangement Authority.

- 6.2.4 For bid solicitation above \$25,000 and not exceeding \$100,000 (applicable taxes included), the Identified User will issue the bid solicitation to all Suppliers qualified in the required Area of Expertise.

The Identified Users must use the template in Appendix 2 for any project / requirement from \$25,000 to \$100,000. Any contract amendment above the threshold of \$100,000 must be approved by the Supply Arrangement Authority.

- 6.2.5 For bid solicitation above \$100,000 and not exceeding \$400,000 (applicable taxes included), a buyer within PSPC ML Division will issue the bid solicitation to all Suppliers qualified in the required Area of Expertise.

- 6.2.6 Solicitation Cover Page

The following forms must be used for the first page of the bid solicitation document. This form is available on the Electronic Forms Catalogue (http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html) website.

PWGSC-TPSGC 9400-3, Bid Solicitation

or

<http://publiservice-app.pwgsc.gc.ca/forms/index.cfm?fuseaction=search.details&lang=e&display=8718>.

C. RESULTING CONTRACT CLAUSES

6.1 General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using the template(s):

- (a) **Simple** (for low dollar value requirements, not exceeding \$25,000 including cumulative amendments and including all applicable taxes), general conditions [2010B](#) will apply to the resulting contract. The template is provided in Appendix 1, Template of Request for Proposal / Contract below a Value of \$25,000; and
- (b) **MC** (for medium complexity requirements, above \$25,000 and not exceeding \$400,000), general conditions [2010B](#) will apply to the resulting contract. The template is provided in Appendix 2, Template of Request for Proposal / Contract above \$25,000 and below \$100,000.

The Identified Users must use Appendix 1, Template of Request for Proposal / Contract below a Value of \$25,000.

The Identified Users must use Appendix 2, Template of Request for Proposal / Contract above \$25,000 and below \$100,000.

Note: The latest versions of the template and terms and conditions will be used at time of bid solicitation. If the PSPC Templates were to be updated, PSPC will amend the Appendix 1 and / or 2 and a SA revision will be issued.

6.1.1 Contract Cover Page

The following form must be used for the first page of the resulting contract document. This form is available on the Electronic Forms Catalogue (http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html) website.

PWGSC-TPSGC 9400-4, Contract

or

<http://publiservice-app.pwgsc.gc.ca/forms/index.cfm?fuseaction=search.details&lang=e&display=8719>

Solicitation No. - N° de l'invitation
F7012-190001/A
Client Ref. No. - N° de réf. du client
F7012-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.F7012-190001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"

STATEMENT OF WORK

See attached document

ANNEX "B"

BASIS OF PAYMENT

The Supply Arrangement Authority will complete the Table for the Initial Period of Five (5) years - Maximum Per Diem Rates from the Supplier's response to the Financial Evaluation Plan at Annex "F".

During the period of the Supply Arrangement, for Work performed in accordance with any contract awarded under the Supply Arrangement, the Contractor will be paid a per diem rate per occupational category up to the maximum per diem rates specified below:

Table for the Initial Period of Five (5) years - Maximum Per Diem Rates

Occupational Category	Maximum Per Diem Rates				
	Year 1 2020-04-01 to 2021-03-31	Year 2 2021-04-01 to 2022-03-31	Year 3 2022-04-01 to 2023-03-31	Year 4 2023-04-01 to 2024-03-31	Year 5 2024-04-01 to 2025-03-31
1. Senior Engineer	\$	\$	\$	\$	\$
2. Intermediate Engineer	\$	\$	\$	\$	\$
3. Senior Technical Specialist	\$	\$	\$	\$	\$
4. Intermediate Technical Specialist	\$	\$	\$	\$	\$
5. Senior Technologist	\$	\$	\$	\$	\$
6. Intermediate Technologist	\$	\$	\$	\$	\$

Table for the Option Period - Maximum Per Diem Rates

Occupational Category	Maximum Per Diem Rates	
	Option Year 1 2025-04-01 to 2026-03-31	Option Year 2 2026-04-01 to 2027-03-31
1. Senior Engineer	TBD	TBD
2. Intermediate Engineer	TBD	TBD
3. Senior Technologist Specialist	TBD	TBD
4. Intermediate Technologist Specialist	TBD	TBD
5. Senior Technologist	TBD	TBD
6. Intermediate Technologist	TBD	TBD

Note: TBD means to be determined.

The Supply Arrangement Authority will complete the Qualified Areas of Expertise from the Supplier's response to the Technical Evaluation Plan at Annex "E".

Qualified Areas of Expertise:

- 1) Naval Architecture;
- 2) Marine Mechanical Engineering;
- 3) Marine Electrical Control and Power Systems;
- 4) Hovercraft Systems;
- 5) Non-Destructive Test Analysis;
- 6) Shore-Based Marine Communication and Navigation Systems;
- 7) Marine Informatics Technology;
- 8) Infrastructure;
- 9) Shore-Based Mechanical, Electrical and Power Systems;
- 10) Aids to Navigation;
- 11) Vessel and Shore-Based Environmental Services; and
- 12) Life Cycle Management.

The Supply Arrangement Authority will complete the Supported Regions from the Supplier's response to the Financial Evaluation Plan at Annex "F".

Supported Regions:

- 1) National Capital Region;
- 2) Western Region;
- 3) Central & Arctic Region; and
- 4) Atlantic Region.

The Supply Arrangement Authority will include the List the Subcontractors of the Supply Arrangement, if applicable, or delete this text if not applicable:

List of Subcontractors of the Supply Arrangement: TBD, if applicable.

ANNEX "C"

INSURANCE REQUIREMENTS

1.0 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada;
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor;
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor;
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character;
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions;
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured;
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program);
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy;
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy; and
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

2.0 Additional Insurance Requirement

In addition to the insurance requirements detailed in 1.0 above the Contractor must obtain an Errors and Omissions Liability Insurance for Engineers.

2.1 Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

2. The following endorsement must be included:

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

Solicitation No. - N° de l'invitation
F7012-190001/A
Client Ref. No. - N° de réf. du client
F7012-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.F7012-190001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

ANNEX"D"

REPORTING REQUIREMENTS

Suppliers must report on a monthly basis on the contract activities. Such reports may contain, but are not limited to, the following information:

- 1 the supply arrangement number;
- 2 the supplier name;
- 3 the reporting period;
- 4 the contract number for each contract, including amendments;
- 5 the client department;
- 6 the contracting authority;
- 7 the date of the contract;
- 8 the contract period;
- 9 the services provided; and
- 10 the value of the contract, Goods or Services Tax/Harmonized Sales Tax included, as applicable.

Solicitation No. - N° de l'invitation
F7012-190001/A
Client Ref. No. - N° de réf. du client
F7012-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.F7012-190001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

ANNEX"E"

TECHNICAL EVALUATION PLAN

See attached document

ANNEX "F"

FINANCIAL EVALUATION PLAN

A. Financial Evaluation Plan

1. The Supplier will complete the **Table for the Initial Period of Five (5) years - Maximum Per Diem Rates** below this for each Occupational Category. No Maximum Per Diem Rates for the Option Period shall be submitted by the supplier.
2. The Evaluation Team will determine if the Supplier Maximum Per Diem Rates falls within the threshold for each Occupational Category per Supply Arrangement year.
 - 2.1 For Year 1 of the Initial period of Five (5) years and for each Occupational Category, the financial arrangement will be evaluated as follows:
 - 1) All technically compliant maximum per diem rates submitted by the suppliers will be included in the calculation of the first average;
 - 2) Any maximum per diem rate provided by supplier(s) that is/are + or -10% than the first average will be removed from the calculation of the second average;
 - 3) Any maximum per diem rates from a supplier that is 10% above the second average will be declared financially non-compliant and will not receive a Supply Arrangement for Year 1 and will not be evaluated for the remaining years of the initial period of Five (5) years.
 - 4) The supplier will have an opportunity to requalify for Year 2 and/or subsequent years of the initial period of Five (5) years.
 - 2.2 If compliant in Section 2.1, for Year 2 of the Initial period of Five (5) years and for each Occupational Category, the financial arrangement will be evaluated as follows:
 - 1) All technically compliant maximum per diem rates submitted by the suppliers will be included in the calculation of the first average;
 - 2) Any maximum per diem rate provided by supplier(s) that is/are + or -10% than the first average will be removed from the calculation of the second average;
 - 3) Any maximum per diem rates from a supplier that is 10% above the second average will be declared financially non-compliant for Year 2 and its Supply Arrangement will be valid until the end of Year 1 and will not be evaluated for the remaining years of the initial period of Five (5) years.
 - 4) The supplier will have an opportunity to requalify for Year 3 and/or subsequent years of the initial period of Five (5) years.
 - 2.3 If compliant in Section 2.2, for Year 3 and all remaining years of the Initial period of Five (5) years, the same approach as Section 2.2 will apply.

B. Financial Evaluation

1. Suppliers shall complete the following table by inserting their Maximum Per Diem Rates for the initial period of five (5) years for each Occupational Category:

Table for the Initial Period of Five (5) years - Maximum Per Diem Rates

Occupational Category	Maximum Per Diem Rates				
	Year 1 2020-04-01 to 2021-03-31	Year 2 2021-04-01 to 2022-03-31	Year 3 2022-04-01 to 2023-03-31	Year 4 2023-04-01 to 2024-03-31	Year 5 2024-04-01 to 2025-03-31
1. Senior Engineer	\$	\$	\$	\$	\$
2. Intermediate Engineer	\$	\$	\$	\$	\$
3. Senior Technical Specialist	\$	\$	\$	\$	\$
4. Intermediate Technical Specialist	\$	\$	\$	\$	\$
5. Senior Technologist	\$	\$	\$	\$	\$
6. Intermediate Technologist	\$	\$	\$	\$	\$

Solicitation No. - N° de l'invitation
F7012-190001/A
Client Ref. No. - N° de réf. du client
F7012-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.F7012-190001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

C. Suppliers Supported Regions Table

1. Suppliers shall complete the following table and indicate which of the following regions they can support outside Comprehensive Land Claims Settlement Area (CLCSA).

Table for the Supported Regions

Region	Supported
National Capital Region	YES () NO ()
Western Region	YES () NO ()
Central & Arctic Region	YES () NO ()
Atlantic Region	YES () NO ()

Solicitation No. - N° de l'invitation
F7012-190001/A
Client Ref. No. - N° de réf. du client
F7012-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.F7012-190001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

APPENDIX 1

TEMPLATE OF REQUEST FOR PROPOSAL / CONTRACT BELOW A VALUE OF \$25,000

See attached document

Solicitation No. - N° de l'invitation
F7012-190001/A
Client Ref. No. - N° de réf. du client
F7012-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.F7012-190001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

APPENDIX 2

TEMPLATE OF REQUEST FOR PROPOSAL / CONTRACT ABOVE \$25,000 AND BELOW \$100,000

See attached document

Solicitation No. - N° de l'invitation
F7012-190001/A
Client Ref. No. - N° de réf. du client
F7012-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.F7012-190001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"

STATEMENT OF WORK (SOW)

FOR THE

SUPPLY ARRANGEMENT (SA)

TECHNICAL INVESTIGATION AND ENGINEERING SUPPORT (TIES)

FOR THE

CANADIAN COAST GUARD (CCG)

1. Scope

1.1. Purpose

This Statement of Work (SOW) outlines the nature of work required under a Supply Arrangement (SA) in order to assist the Canadian Coast Guard (CCG) in maintaining and upgrading its current materiel assets (hereafter referred to as "assets").

All CCG assets require regular maintenance and occasional improvement to ensure their capabilities meet current and anticipated operational requirements. This involves extensive work in mechanical, electrical, civil, chemical and computer engineering, particularly in specialized interdisciplinary fields such as naval architecture, marine engineering, environmental engineering, systems engineering and Integrated Logistics Support (ILS). Such work may occur in the national headquarters, or any or all of the regions.

The SA will be used to issue solicitations and award contracts for Technical Investigation and Engineering Support (TIES) Services within the threshold of the SA. Projects with dollar values exceeding the threshold of the SA will be handled separately.

Each qualified Supplier must, either directly or through subcontractors provide all necessary expertise to perform the Work. The Supplier must assign the necessary personnel per occupational category required to perform the Work. This SOW describes the areas of expertise, types of work, and occupational categories required to support CCG. Work under this TIES SA must be Unclassified.

1.2. Background

CCG is a special operating agency within Canada's Department of Fisheries and Oceans (DFO). It maintains and operates many assets including: a large vessel fleet, aircrafts, thousands of fixed and floating marine aids to navigation, and a large amount of equipment installed throughout Canada at various CCG/DFO shore bases, remote sites, and onboard CCG vessels. CCG is organized into a national headquarters and three regions (Western, Central & Arctic and Atlantic).

CCG ships' primary roles include icebreaking, vessel escort, marine search and rescue (SAR), fisheries patrol, scientific and fisheries research, aids to navigation tending and vessel support to DFO and other government departments. CCG's fleet consists of more than one hundred vessels that vary widely in size, age and capability, ranging from large arctic icebreakers to small SAR craft. With such a broad mandate and mix of vessels, the fleet is continuously in need of new marine engineering technology upgrades, refit, and life extension to support evolving program requirements.

CCG electronic and informatics (E&I) technology includes marine traffic communication and control systems, radar systems, electronic navigation aids, computer networks and other E&I equipment. E&I equipment is located in CCG vessels or at any CCG site, such as Marine Communications and Traffic Services (MCTS) stations, remote radio or radar stations, lighthouses, helicopters, land vehicles and numerous fixed and floating aids to navigation sites. The short life cycle of some E&I equipment demands frequent engineering assessments, reviews, investigations, redesigns and replacement of the equipment.

The civil, electrical and mechanical infrastructure of the CCG bases, sites and marine aids to navigation requires regular minor maintenance, repairs, refurbishment, redesign and replacement to maintain CCG capabilities and comply with federal, provincial and territorial regulatory requirements. CCG also maintains a national marine environmental response capability that evolves in response to federal and international requirements as well as emerging technology.

2. Areas of Expertise

The Supplier must qualify in a minimum of two (2) of the twelve (12) Areas of Expertise below.

#	Areas of Expertise
1	Naval Architecture
2	Marine Mechanical Engineering
3	Marine Electrical Control and Power Systems
4	Hovercraft Systems
5	Non-Destructive Test Analysis
6	Shore-Based Marine Communication and Navigation Systems
7	Marine Informatics Technology
8	Infrastructure
9	Shore-Based Mechanical, Electrical and Power Systems
10	Aids to Navigation
11	Vessel and Shore-Based Environmental Services
12	Integrated Logistics Support

3. Supplier's Profile Requirement

3.1. Types of Work for each Area of Expertise offered

The Supplier must provide both of the two (2) Types of Work in the Table below for each Area of Expertise offered to be compliant for the Supplier's Profile Requirement. For a given Sub-Type of Work, the Supplier must have a minimum of two (2) years of experience within the last five (5) years to be compliant in that Sub-Type of Work. The Supplier must meet the minimum of Sub-Types of Work of each Type of Work in a given Area of Expertise to be compliant in that Area of Expertise.

#	Types of Work
1	Engineering and Technical Services
2	In Service Support

4. Candidates' Requirements for the Education, Certification and Experience

4.1. General Information

- a) The Supplier proposed Candidates must be its own employees or subcontractors. The Supplier must qualify as a minimum one (1) of its own employee within the Required Occupational Category of a given Area of Expertise offered.
- b) The Supplier may submit up to six (6) Candidates to qualify in a given Area of Expertise offered. The same Candidate may be submitted for multiple Fields of Specialty and multiple Areas of Expertise. At least one (1) of the Candidates must possess a minimum of two (2) years of experience within the last five (5) years meeting the requirement of a given Field of Specialty to be compliant in that Field of Specialty. The Supplier must meet the minimum of Fields of Specialty of a given Area of Expertise to be compliant in that Area of Expertise.
- c) The Supplier proposed Candidate(s) must meet the Requirements for a given occupational category to be compliant in that occupational category. The Curriculum Vitae (CV) of each Candidate must demonstrate the Education, the Certification (if applicable) and the Experience of the Candidate. The Supplier must meet the Occupational Category requirements to be compliant for the Candidates' Requirements.
- d) If a Supplier was to use resources from a subcontractor to provide a candidate or candidates, a signed cooperation agreement between the parties must be signed with a minimum duration of one (1) year, which should also include the duration of the SA. As per General Conditions 2010B 06 Subcontracts, the approval of the Supply Arrangement Authority must be obtained for the resources from a subcontractor. The candidate provided by the subcontractor must meet the same requirements for a given occupational category, the same applies for all candidates. This applies prior and after contract award.

4.2. Required Occupational Category by Area of Expertise

#	Areas of Expertise	Required Occupational Category	
		Engineer, Senior or Intermediate	Technical Specialist, Senior or Intermediate
1	Naval Architecture	X	
2	Marine Mechanical Engineering	X	X
3	Marine Electrical Control and Power Systems	X	X
4	Hovercraft Systems	X	X
5	Non-Destructive Test Analysis	X	
6	Shore-Based Marine Communication and Navigation Systems	X	X
7	Marine Informatics Technology	X	X
8	Infrastructure	X	
9	Shore-Based Mechanical, Electrical and Power Systems	X	
10	Aids to Navigation	X	X
11	Vessel and Shore-Based Environmental Services	X	X
12	Integrated Logistics Support	X	X

4.3. Candidates' Requirements for the Experience within the Fields of Specialty by Area of Expertise offered by the Supplier

4.3.1. Area of Expertise, Naval Architecture

#	Fields of Specialty	Mandatory Requirement of the Field of Specialty
1	Ship hull structure, structural arrangement and strength, vibration and passive fire protection	Must meet a minimum of seven (7) of these fourteen (14) Fields of Specialty to qualify in this Area of Expertise.
2	Ship design, construction, modernization and repair	
3	Propulsion, rudders, propellers and steering system design	
4	Vessel stability, open water and ice	
5	Hull systems including areas such as accommodation outfit, launch and recovery systems, doors, door closures and closing appliances, corrosion control	
6	Materials and materials maintenance as applied to the construction of ship's hull and outfit systems, paint coatings	
7	Ship condition surveys and advice	
8	Interpretation of federal acts and regulations, international conventions, codes and Classification society rules pertaining to design, construction and operation of ships in all Voyage Classes and ASPPR types and classes	
9	Design standards and classification rules applicable to the CCG vessel fleet	
10	Ship structure, design and analysis, advanced structure analysis techniques	
11	Open-water and ice maneuvering	
12	Sea keeping and towing	
13	Cargo gear and lifting systems, such as cranes, davits, A-frames, booms and winches	
14	Anchor and mooring gear	

4.3.2. Area of Expertise, Marine Mechanical Engineering

#	Fields of Specialty	Mandatory Requirement of the Field of Specialty
1	Diesel Prime mover	Must meet a minimum of six (6) of these eleven (11) Fields of Specialty to qualify in this Area of Expertise.
2	Maneuvering systems such as thrusters, azimuth drives and bubble	
3	Propulsion controls, instrumentation, alarms and monitoring	
4	Propeller pitch control, shafting, reduction gear and pod propulsion	
5	Steering gear	
6	Fire protection systems	
7	Auxiliary and domestic systems such as refrigeration; hydraulics; compressors; purifiers;	

	potable and waste water; heating, ventilation, air conditioning (HVAC); dynamic positioning systems	
8	Pumps, valves and piping systems	
9	Deck machinery and cargo equipment, such as fishing gear, towing equipment, capstans, windlasses	
10	Vibration and stress analysis, including ice-prop milling	
11	Waterborne noise management (ICES and others)	

4.3.3. Area of Expertise, Marine Electrical Control and Power Systems

#	Fields of Specialty	Mandatory Requirement of the Field of Specialty
1	Electrical power generation and distribution (propulsion and ship service)	Must meet a minimum of six (6) of these twelve (12) Fields of Specialty to qualify in this Area of Expertise.
2	Electrical load analysis	
3	Arch flash analysis	
4	Harmonics analysis	
5	Circuit breaker coordination study	
6	Control, instrumentation, alarm and monitoring	
7	Battery technology	
8	Alternative technologies (e.g. solar power, fuel cells)	
9	Combined technology power systems integration (e.g. hybrid technology)	
10	Electrical surveys	
11	On board electrical monitoring and testing (e.g. data logging/instrumentation for trials)	
12	Lighting	

4.3.4. Area of Expertise, Hovercraft Systems

#	Fields of Specialty	Mandatory Requirement of the Field of Specialty
1	Mission profile determination and design trade-off analysis	Must meet each of these ten (10) Fields of Specialty to qualify in this Area of Expertise.
2	Canadian acts, regulations, international conventions, codes and Classification society rules pertaining to the design, construction and operation	
3	Deck and skirt systems – Structural analysis	
4	Propulsion systems and controls and speed	
5	Lift forces and systems	
6	Structures and components	
7	Auxiliary systems requirements & cargo handling	
8	Stability and maneuverability	
9	Fuel ballast management system (trim and heel)	
10	Propeller design	

4.3.5. Area of Expertise, Non-Destructive Test Analysis

#	Fields of Specialty	Mandatory Requirement of the Field of Specialty
1	Ultrasonic	Must meet a minimum of three (3) of these eleven (11) Fields of Specialty to qualify in this Area of Expertise.
2	Magnetic particle	
3	Liquid/dye penetrant	
4	Radiography	
5	Eddy-current	
6	Visual time-lapse analysis	
7	Thermography	
8	Hydrostatic testing	
9	Vacuum box leak testing	
10	Positive material identification	
11	Vibration analysis	

4.3.6. Area of Expertise, Shore-Based Marine Communication and Navigation Systems

#	Fields of Specialty	Mandatory Requirement of the Field of Specialty
1	Radio communications and direction finder systems, Digital Selective Calling systems, satellite communications systems	Must meet a minimum of seven (7) of these fourteen (14) Fields of Specialty to qualify in this Area of Expertise.
2	Situational awareness and position reporting systems	
3	Identification and tracking, GPS/DGPS systems, radar, electronic chart systems	
4	Antennae and filtering (tuning)	
5	Marine telecommunication systems, cellular phones, integrated communication systems	
6	Digital techniques including voice digitization, compression, multiplexing and switching	
7	Meteorological systems, Navtex (Meteorological info in text form), weather fax, ice imagery	
8	Instrumentation and monitoring systems	
9	Uninterruptible power supplies	
10	Vessel traffic marine information systems	
11	Radar beacons	
12	Radio beacons	
13	Radio frequency multiplexers	
14	Programmable logic controllers	

4.3.7. Area of Expertise, Marine Informatics Technology

#	Fields of Specialty	Mandatory Requirement of the Field of Specialty
1	Voice, data, and universal communications networks	Must meet a minimum of eight (8) of these fifteen (15) Fields of Specialty to qualify in this Area of Expertise.
2	Computer systems (hardware, software and related technologies)	
3	Emerging telecommunications and information technologies and their application	
4	Telecommunication services and related regulatory environment and standards	
5	Wide area network/satellite/carrier service procurement	
6	Information systems standards	
7	Wired and wireless networks, hardware, software, power, cooling, monitoring, security and management	
8	Remote patch management over unreliable connectivity	
9	Network design best practices	
10	Communications control systems	
11	Remote monitoring and maintenance	
12	Technical database administration	
13	Custom programs and applications	
14	IT security	
15	Disaster recovery and business continuity	

4.3.8. Area of Expertise, Infrastructure

#	Fields of Specialty	Mandatory Requirement of the Field of Specialty
1	Applicable regulations and codes, e.g. national building, electrical, fire, CSA S-37	Must meet this First (1 st) Field of Specialty; and
2	Varying tower structures (guyed, freestanding; steel, aluminum; foundations; obstruction lighting; fall arrest, anti-climb; grounding; etc.)	Must also meet a minimum of four (4) of these remaining seven (7) Fields of Specialty to qualify in this Area of Expertise.
3	Communications buildings/trailers (turnkey services incl. electrical, HVAC, grounding, etc.)	
4	Site grounding systems	
5	Other structures such as helicopter pads (timber, concrete), ice shields, fencing	
6	Land surveying, geomatics, erosion	
7	Marine structures such as docks, wharves, offshore piers, weirs, breakwaters, dolphins	
8	Foundations and foundation stabilization	

4.3.9. Area of Expertise, Shore-Based Mechanical, Electrical & Power Systems

#	Fields of Specialty	Mandatory Requirement of the Field of Specialty
1	Regulations and codes as applicable (e.g. Canadian Standards Association (CSA), building electrical code, Environment Canada fuel storage regulations)	Must meet this First (1 st) Field of Specialty; and Must also meet a minimum of four (4) of these remaining eight (8) Fields of Specialty to qualify in this Area of Expertise.
2	Electrical distribution, small (building) and large (site overhead/buried/submarine power supply cables)	
3	Battery technology	
4	Power generation and control systems, such as diesel generator sets and small wind power generation	
5	Solar power systems, alternative technologies (e.g. fuel cells)	
6	Combined technology power systems integration	
7	Fuel storage infrastructure (fuel tanks and piping, pressure vessels)	
8	Alarm sensors and equipment monitoring systems	
9	Heavy equipment (e.g. cranes, winches)	

4.3.10. Area of Expertise, Aids to Navigation (ATON)

#	Fields of Specialty	Mandatory Requirement of the Field of Specialty
1	Night-time visual ATON such as range lights, sector lights, and beacons (LED, incandescent, other)	Must meet a minimum of three (3) of these six (6) Fields of Specialty to qualify in this Area of Expertise.
2	Audible ATON such as fog detectors and fog horns	
3	Floating ATON: buoy and buoy mooring systems (design, maintenance and performance; metallic, synthetic)	
4	Material sciences for ATON: corrosion, welding, failure and repair	
5	Visual ATON recognition science, considering environmental factors, colour chromaticity, size and shape recognition	
6	Painting and coatings technology in a marine environment for shore (towers) and marine (buoys, anti-fouling) applications	

4.3.11. Area of Expertise, Vessel and Shore-Based Environmental Services

#	Fields of Specialty	Mandatory Requirement of the Field of Specialty
1	Applicable national and international environmental laws and regulations (Canadian Environmental Protection Act, CSA, International Maritime Organization etc.)	Must meet this First (1 st) Field of Specialty; and Must also meet a minimum of four (4) of these remaining seven (7) Fields of Specialty to qualify in this Area of Expertise.
2	Hazardous materials and substances (e.g. heavy metals, asbestos)	
3	Contaminant detection and remediation (e.g. potable water, chemical, petro, mold, soil, air, coatings)	
4	Coating application, inspection, and certification	
5	Environmental management framework (carbon footprint, environmental loading assessment)	
6	Emissions and fuels (e.g. low sulphur, bio-fuels)	
7	Environmental sensors (e.g. anemometers, humidity)	
8	Compliance audit experience	

4.3.12. Area of Expertise, Integrated Logistics Support

#	Fields of Specialty	Mandatory Requirement of the Field of Specialty
1	Technical data management, including planning, cataloguing, indexing and disposition plans	Must meet a minimum of three (3) of these six (6) Fields of Specialty to qualify in this Area of Expertise.
2	Configuration management (CM) including: planning, configuration identification activities, requirements management and traceability, audit planning and reporting, CM of software	
3	Supply chain management including materiel acquisition and planning, spares optimization analysis and planning, facilities assessment and planning, packaging, handling, storage and transport	
4	Maintenance management including maintenance requirements analysis and planning using accepted methodologies such as SAE JAI 011 compliant reliability centered maintenance (RCMII), predictive maintenance programs, and implementation activities with Maximo, other asset management systems and/or Oracle databases	
5	Project planning, monitoring and/or control methodologies and performance analysis of technical/engineering projects	
6	Technical training management expertise in asynchronous and synchronous communication (e-learning); task analysis; terminal and enabling objectives; criterion tests; development and design of review tests; identifying training requirements and course schedules; and, development and design for evaluation of technical training	

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4.4. Candidates' Mandatory Requirements for Education, Certification and Experience for each Occupational Category

4.4.1. Senior Engineer

Education

- University (Undergraduate Degree) in engineering within the Area of Expertise and/or Field of Specialty;
- or
- University (Post-Graduate Degree) in engineering within the Area of Expertise and/or Field of Specialty.

Certification

- Professional license to practice as a Professional Engineer within the Area of Expertise and/or Field of Specialty.

Experience

- If Undergraduate Engineering Degree, minimum of ten (10) years of experience in engineering within the Area of Expertise and/or Field of Specialty;
- or
- If Post-Graduate Degree, minimum of eight (8) years of experience in engineering within the Area of Expertise and/or Field of Specialty.

4.4.2. Senior Technical Specialist

Education

- College Diploma in technology, engineering or science within the Area of Expertise and/or Field of Specialty;
- or
- University (Undergraduate Degree) in engineering or science within the Area of Expertise and/or Field of Specialty;
- or
- University (Post-Graduate Degree) in engineering or science within the Area of Expertise and/or Field of Specialty.

Certification

- Accreditation to a chartered provincial association related to the Area of Expertise and/or Field of Specialty, where applicable.
- In the (2.) Marine Mechanical Engineering, (3.) Marine Electrical Control and Power Systems, and (4.) Hovercraft Systems areas of expertise, certified as a "First-class Marine Engineer, Motor Ship and Steamship" by Transport Canada or by any other international organisation recognized by Transport Canada.

Experience

- If College Diploma, minimum of twelve (12) years of experience in technology, engineering or science within the Area of Expertise and/or Field of Specialty; or

-
- If Undergraduate Degree, minimum of ten (10) years of experience in engineering or science within the Area of Expertise and/or Field of Specialty; or
 - If Post-Graduate Degree, minimum of eight (8) years of experience in engineering or science within the Area of Expertise and/or Field of Specialty.

4.4.3. Senior Technologist

Education

- College Diploma in technology, engineering or science within the Area of Expertise and/or Field of Specialty.

Certification

- Accreditation to a chartered provincial association related to the Area of Expertise and/or Field of Specialty, where applicable.
- In the (2.) Marine Mechanical Engineering, (3.) Marine Electrical Control and Power Systems, and (4.) Hovercraft Systems areas of expertise, certified as a "Second-class Marine Engineer, Motor Ship and Steamship" by Transport Canada or by any other international organisation recognized by Transport Canada.

Experience

- College Diploma, minimum of ten (10) years of experience in technology, engineering or science in the Area of Expertise and/or Field of Specialty.

4.4.4. Intermediate Engineer

The Intermediate Engineer is required to meet the same education and certification requirements as the Senior Engineer.

Experience

- If Undergraduate Engineering Degree, minimum of five (5) years of experience in engineering within the Area of Expertise and/or Field of Specialty; or
- If Post-Graduate Degree, minimum of three (3) years of experience in engineering within the Area of Expertise and/or Field of Specialty.

4.4.5. Intermediate Technical Specialist

The Intermediate Technical Specialist is required to meet the same education and certification requirements as the Senior Technical Specialist.

Experience

- If College Diploma, minimum of seven (7) years of experience in technology, engineering or science within the Area of Expertise and/or Field of Specialty; or
- If Undergraduate Degree, minimum of five (5) years of experience in engineering or science within the Area of Expertise and/or Field of Specialty; or
- If Post-Graduate Degree, minimum of three (3) years of experience in engineering or science within the Area of Expertise and/or Field of Specialty.

Solicitation No. - N° de l'invitation
F7012-190001/A
Client Ref. No. - N° de réf. du client
F7012-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.F7012-190001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

4.4.6. Intermediate Technologist

The Intermediate Technologist is required to meet the same education and certification requirements as the Senior Technologist.

Experience

- College Diploma, minimum of five (5) years of experience in technology, engineering or science in the Area of Expertise and/or Field of Specialty.

5. Supplier Profile's Activities

5.1. Types of Work Activities

This section describes the types of work and related sub-types of works to be performed to assist the CCG in TIES tasks.

5.1.1. Engineering and Technical Services

#	Sub-Types of Work	Mandatory Requirement of the Sub-Types of Work
1	Prepare detailed architecture and engineering designs	Must meet a minimum of six (6) of these twelve (12) Sub-Types of Work to qualify in this Type of Work for a given Area of Expertise.
2	Prepare field/laboratory tests: test plan/procedure development, scale and/or full size trials, instrumentation, data collection, measurement, observation, material testing techniques such as Non-Destructive Test (NDT) analysis, diagnostics, troubleshooting, analysis and recommendations	
3	Prepare technical analyses such as stress analysis (structural, fatigue, vibration), failure investigation services, physical, numerical modeling, analysis and recommendations	
4	Create/revise engineering/production specifications, drawings, sketches, reports, technical standards, technical policies and related presentation materials	
5	Review technology trends, technology assessments	
6	Conduct options analysis: research, assess, develop and define options to address system functional requirements	
7	Conduct analyses, develop business cases and justification using cost/benefit analyses, economic analyses, life cycle cost or a similar technique	
8	Evaluate new technologies and systems	
9	Perform simulation/modeling such as 3D modelling and Finite Element Analysis (Except building a Prototype or assembling models in wood, plastic, metal, or other material)	
10	Prepare design verification and validation procedures and documentation	
11	Perform, analyze and produce report on engineering surveys and inspections on future related implementation work	
12	Conduct technical risk assessments	

5.1.2. In-Service Support

#	Sub-Types of Work	Mandatory Requirement of the Sub-Types of Work
1	Perform in-service technical inspections/surveys and/or user surveys to provide advice and recommendations	Must meet a minimum of four (4) of these eight (8) Sub-Types of Work to qualify in this Type of Work for a given Area of Expertise.
2	Prepare specifications/reports for system operation, modification, maintenance, repair, refurbishment or upgrades	
3	Investigate/create/analyze/update maintenance requirements, plans, work procedures, documentation, methods and data requirements	
4	Investigate/analyze/update asset configuration management, technical aspects of supply chain management and technical data management policies, processes and procedures at or below the asset/system level	
5	Perform equipment reliability, maintainability, optimization, and/or supportability analysis	
6	Conduct functional and physical configuration audits	
7	Conduct planning, evaluation and assessment of systems requirements	
8	Develop lay-up or disposal plans	

6. Occupational Categories' Required Services

CCG requires access to technical professionals and functional experts in various disciplines to assist in meeting its mandate for a broad range of engineering, technology, science, marine and logistic support projects.

6.1 Engineer

6.1.1 Required Services

The engineer is required to provide expertise as defined in SOW sections 5.1.1 and 5.1.2 in a given area of expertise.

6.2 Technical Specialist

6.2.1 Required Services

The technical specialist is required to provide expertise as defined in SOW sections 5.1.1 and 5.1.2 in a given area of expertise.

6.3 Technologist

6.3.1 Required Services

The technologist is required to provide support as defined in SOW sections 5.1.1 and 5.1.2 in a given area of expertise.

7. Deliverables

The deliverables will include, but are not limited to the following:

- a) Reports;
- b) Measurements;
- c) Studies;
- d) Plans;
- e) Analyses;
- f) Calculations;
- g) Drawings;
- h) Recommendations / advice; and
- i) Survey and inspection reports.

8. Constraints related to this TIES Supply Arrangement

The work is solely limited to Technical Investigation Engineering Support (TIES) and shall not include the following:

- a) Assembly or construction work;
- b) Production of prototypes;
- c) Conduct of tests or trials;
- d) Production of procurement documentation;
- e) Procurement / acquisition of material and / or goods;
- f) Procurement management;
- g) Conduct of repair & overhaul;
- h) Training;
- i) Project planning and management;
- j) Lay up or Decommissioning of assets; and
- k) Conduct of asset disposal.

N° de l'invitation - Solicitation No.
F7012-190001/A
N° de réf. du client - Client Ref. No.
F7012-190001

N° de la modif - Amd. No.
File No. - N° du dossier
029ml.F7012-190001

Id de l'acheteur - Buyer ID
029ml
N° CCC / CCC No. / N° VME - FMS

ANNEX "E"

TECHNICAL EVALUATION PLAN

FOR THE

SUPPLY ARRANGEMENT (SA)

TECHNICAL INVESTIGATION AND ENGINEERING SUPPORT (TIES)

FOR THE

CANADIAN COAST GUARD (CCG)

1.0 Purpose

The TIES technical evaluation plan provides Supplier instructions with respect to the format and information each Supplier must provide in their response in order to be compliant.

2.0 Scope

The Evaluation Team will review the response of each Supplier to determine if all Mandatory Technical Criteria are met.

3.0 Evaluation Procedure

If one (1) or more Mandatory Technical Criteria(s) are not met, the response of the Supplier will be deemed non-compliant and will not be evaluated further.

4.0 Mandatory Technical Criteria

The Suppliers are advised that only listing experience without providing any supporting data to describe how the relevant experience was gained for the Mandatory Technical Criteria will not be considered “demonstrated” for the purpose of this evaluation. In order to demonstrate compliance, the Supplier must provide the information as requested in section of the Statement of Work (SOW Section).

#	Mandatory Technical Criteria	Compliant		Reference to applicable page and paragraph of the Bidder's Proposal	Result
		Yes	NO		
Areas of Expertise					
1	The Supplier must qualify in at least two (2) of the twelve (12) Areas of Expertise, as per SOW Section 2.1.				
Supplier's Profile					
2	The Supplier must provide the two (2) Types of Work for each Area of Expertise offered, as per SOW 3.1.				
3	For each Type of Work, the Supplier must meet the minimum number of Sub-Types of Work for each Area of Expertise offered, as per SOW 5.1.				
Candidates' Education, Certification and Experience					
4	The Supplier must meet the Candidates Education, Certification and Experience for each Occupational Category for each Area of Expertise offered, as per SOW Section 4.1.				
5	The Supplier must provide the required Occupational Category for each Area of Expertise offered, as per SOW Section 4.2.				

6	The Supplier must meet the minimum number of Fields of Specialty for each Area of Expertise offered, as per SOW Section 4.3.				
7	The Supplier must meet the Mandatory Requirements for Education, Certification and Experience for each Occupational Category, as per SOW Section 4.4.				

5.0 Demonstration of Candidates' Education, Certification and Experience

For the Senior Engineer, SOW Section 4.4.1, the Suppliers are advised to use the Curriculum Vitae (CV) example below:

Occupational Category: Senior Engineer		
Candidate's Name: _____		Employee of the Supplier: YES: __ NO: __
Mandatory Technical Criteria		
a. possess a university degree in engineering within the Area of Expertise and/or Field of Specialty.	Education . Name and level of degree . Name of institution . Year of completion . (If outside Canada, add also city and country)	
b. professional license to practice as a Professional Engineer within the Area of Expertise and/or Field of Specialty.	Certification . Name of organization . Name of Province	
c. - If Undergraduate Engineering Degree, minimum of 10 years of experience in engineering within the Area of Expertise and/or Field of Specialty; or - If PhD and / or Master's Degree, minimum of 8 years of experience in engineering within the Area of Expertise and/or Field of Specialty.		
Month & Year (Start to finish)	Employer/Position/Title	Experience Where, When and How Acquired?

For the Senior Technical Specialist and the Senior Technologist, Supplier must refer to SOW Section 4.4, in order to populate the above Table.

The Intermediate Engineer, Technical Specialist and Technologist will not be technically evaluated.

Solicitation No. - N° de l'invitation
F7012-190001/A
Client Ref. No. - N° de réf. du client
F7012-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.F7012-190001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

APPENDIX 1

TEMPLATE OF REQUEST FOR PROPOSAL (RFP) / CONTRACT

BELOW A VALUE OF \$25,000

FOR THE

SUPPLY ARRANGEMENT (SA)

TECHNICAL INVESTIGATION AND ENGINEERING SUPPORT (TIES)

FOR THE

CANADIAN COAST GUARD (CCG)

The Identified Users must use the following Template for RFP / Contract for any project / requirement below \$25,000 under this SA.

1. PART A - INFORMATION AND INSTRUCTIONS

1.1. Security Requirements

There is no security requirement associated with this bid solicitation.

1.2. Statement of Work

The Work to be performed is detailed under Statement of Work Article of the resulting contract clauses.

1.3. Standard Instructions, Clauses and Conditions

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

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

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

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

“at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.”

Subsection 2 entitled epost Connect of section 08 of the 2003 standard instructions is deleted in its entirety. See article 1.4 entitled Submission of Bids for delivery information.

1.3.1. Insurance - Proof of Availability Prior to Contract Award

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex “C” of the Supply Arrangement.

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

1.4. Submission of Bids

Bids must be submitted only to the Address specified on page 1 by the date and time indicated on page 1 of the bid solicitation:

1.5. 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 with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

1.5.1. Certifications Required with the Bid

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

1.5.1.1. Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

1.5.2. Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

1.5.2.1. Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

1.5.2.2. Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 2 of clause [A3050T](#).

1.5.2.3. Canadian Content Definition

SACC Manual clause [A3050T](#) (2018-12-06) Canadian Content Definition

1.6. Enquiries - Bid Solicitation

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

1.7. Evaluation Procedures

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below.

1.7.1. Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

1.7.1.1. Mandatory Technical Criteria

A. Personnel Evaluation

i. Existing Pre-qualified Personnel

The supplier must provide pre-qualified personnel that meet the technical requirement of this contract. The CCG Contracting Authority must contact the SA Authority to verify that the proposed resource is on the pre-qualified list.

ii. New Personnel

If pre-qualified personnel is not available, the supplier must provide a copy of the resume of the new resource to the SA Authority and CCG Project Authority for evaluation. If the new resource meets the RFSA Mandatory Technical Criteria for the occupational category, the name will be added to the pre-qualified personnel list.

SA Authority
Yvan Guay
Yvan.Guay@tpsgc-pwgsc.gc.ca
Tel: 819-420-2907

CCG Project Authority
The SA Authority will include the information at SA Award.

B. Mandatory Technical Criteria are listed in Annex "C", Technical Evaluation Plan

CCG Technical Project Officer will provide the Mandatory Technical Criteria at time of Solicitation issuance.

No point rated criteria will be permitted under this SA.

1.7.1.2. Financial Evaluation

The mandatory financial criteria are listed in Annex "B", Basis of Payment / Bid Financial Proposal. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination, Canadian customs duties and excise taxes included.

1.7.2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

At contract award, the Technical Project Officer must forward to the **SA Authority** and the **CCG Project Authority** the completed Appendix A, Template of Evaluation Report, of Appendix 1.

1.8. Applicable Laws

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

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

1.9. 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.

The Identified Users must use the Appendix 1 Template for RFP / Contract for any project / requirement below \$25,000 under this SA.

1. PART B - RESULTING CONTRACT CLAUSES

1.1. Security Requirements

1.1.1. There is no security requirement applicable to the Contract.

1.2. Statement of Work

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

1.3. Standard Clauses and Conditions

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

The Articles of Supply Arrangement No. F7012-190001/___/ML apply to and form part of the Contract under the supply arrangement.

1.3.1. General Conditions

[2010B](#) (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

1.3.2. Supplemental General Conditions

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

1.4. Term of Contract

1.4.1. Period of the Contract

The Work is to be performed during the period detailed in the Statement of Work at Annex "A".

1.5. Authorities

1.5.1. CCG Contracting Authority

The CCG Contracting Authority is detailed on the contract cover page.

The CCG Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the CCG 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 CCG Contracting Authority.

1.5.2. Technical Project Officer

The Technical Project Officer is detailed in the Statement of Work at Annex "A".

The Technical Project Officer 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 Project Officer, however the Technical Project Officer 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 CCG Contracting Authority.

1.6. Payment

1.6.1. Basis of Payment

The Contractor will be paid firm per diem rates as indicated in the Basis of Payment in Annex "B" of the Contract, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra. The firm per diem rates of the Contract will be equal or lower than the Maximum Per Diem Rates of the Supply Arrangement.

1.6.2. Travel and Living

1.6.2.1. The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

1.6.2.2. All travel must have the prior authorization of the Technical Project Officer.

1.6.2.3. All payments are subject to government audit.

1.6.2.4. Canada will not reimburse the Contractor for any expenses listed in section 1.6.2.1 within a 20 Km radius between the Contractor's facility and the work site.

1.6.3. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed the amount indicated on page one (1) of the Contract, Customs duties are included and Applicable Taxes are included.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed; or
 - b. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

1.6.4. Single Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

1.7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. Copy of any other documents as specified in the Contract; and
 - b. Copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to the address shown on page 1 of the Contract for certification and payment; and
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

1.8. Certifications and Additional Information

1.8.1. Compliance

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

1.9. Applicable Laws

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

1.10. 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. Articles of Supply Arrangement No. F7012-190001/___/ML;
- c. the supplemental general conditions [4006](#) (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- d. the general conditions [2010B](#) (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- e. Annex "A", Statement of Work;
- f. Annex "B", Basis of Payment; and
- g. the Contractor's bid dated as per the date of the Contractor's bid.

1.11. Limitation of Contractor's Liability for Damages to Canada

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

1.12. Inspection and Acceptance of Work

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

Solicitation No. - N° de l'invitation
F7012-190001/A
Client Ref. No. - N° de réf. du client
F7012-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.F7012-190001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

Annex "A"

Statement of Work

CCG Technical Project Officer will provide the Statement of Work at time of Solicitation issuance.

Annex "B"

Basis of Payment / Financial Evaluation Plan

A. Occupational Categories

Description	Per Diem Rates	Quantity in days	Extended prices
Occupational Categories			
- Senior Engineer	\$		\$
- Intermediate Engineer	\$		\$
- Senior Technical Specialist	\$		\$
- Intermediate Technical Specialist	\$		\$
- Senior Technologist	\$		\$
- Intermediate Technologist	\$		\$
Sub-Total 1			\$

Note: The supplier will be declared financially non-compliant if the above proposed rates are higher than the Maximum per diem rates in the SA.

B. Travel & Living

Description	Rates	Unit of issue (days or Km or lot)	Extended prices
- As per Section 1.6.2.1 - Meals	\$		\$
- As per Section 1.6.2.1 – Private Vehicle	\$		\$
- Hotel	\$		\$
- Airplane	\$		\$
- Train	\$		\$
- Rental Car	\$		\$
- Other travel costs	\$		\$
Sub-Total 2			\$
TOTAL (Sub-total 1 + Sub-total 2)			\$

Solicitation No. - N° de l'invitation
F7012-190001/A
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029ml.F7012-190001

Buyer ID - Id de l'acheteur
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Annex "C"

Technical Evaluation Plan

CCG Technical Project Officer will provide the Technical Evaluation Plan at time of Solicitation issuance.

Template to be provided at a later date.

Solicitation No. - N° de l'invitation
F7012-190001/A
Client Ref. No. - N° de réf. du client
F7012-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.F7012-190001

Buyer ID - Id de l'acheteur
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Appendix A
Template of Evaluation Report
by the
Technical Project Officer

Contract Number: _____
Project Name: _____
Name of **Technical Project Officer**: _____

Area of Expertise (spell out): _____

Before awarding a contract, the Technical Project Officer must forward this completed template to the **SA Authority** and the **CCG Project Authority**.

Before awarding a contract, the Technical Project Officer must verify with the CCG Project Authority that the personnel is approved for that occupational category under the SA.

Name(s) of Personnel: _____
Occupational Category (ies): _____

Before awarding a contract, if a Subcontractor is proposed, the Technical Project Officer must verify that the Subcontractor is listed as a Subcontractor of the Supply Arrangement Annex "A" or obtain the approval of the SA Authority.

Name of Bidders	Bid Prices	Compliance (Y/N)	Contract to be Awarded to
	\$		
	\$		
	\$		
	\$		
	\$		

Note: If a Bidder is non-compliant, the Technical Project Officer must provide its rationale.

For each bid solicitation, the Technical Project Officer must include: the list of all Suppliers who were invited to bid and the complete SA RFP package including the SOW and the technical evaluation plan and financial evaluation criteria.

Signature of the Technical Project Officer

Name of Technical Project Officer

Organization Name and Address of Technical Project Officer

Solicitation No. - N° de l'invitation
F7012-190001/A
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APPENDIX 2

TEMPLATE OF REQUEST FOR PROPOSAL (RFP) / CONTRACT

ABOVE \$25,000 AND BELOW \$100,000

FOR THE

SUPPLY ARRANGEMENT (SA)

TECHNICAL INVESTIGATION AND ENGINEERING SUPPORT (TIES)

FOR THE

CANADIAN COAST GUARD (CCG)

Solicitation No. - N° de l'invitation
F7012-190001/A
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To be provided at a later date.