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Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**LETTER OF INTEREST**

**LETTRE D'INTÉRÊT**

<b>Title - Sujet</b> Propulsion system	
<b>Solicitation No. - N° de l'invitation</b> F7013-200032/B	<b>Date</b> 2020-08-18
<b>Client Reference No. - N° de référence du client</b> F7013-200032	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$MC-040-27862
<b>File No. - N° de dossier</b> 040mc.F7013-200032	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-09-02</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Deslauriers(MC Div), Stephane	<b>Buyer Id - Id de l'acheteur</b> 040mc
<b>Telephone No. - N° de téléphone</b> (819) 420-2899 ( )	<b>FAX No. - N° de FAX</b> (819) 956-0897
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

Comments - Commentaires

Instructions: See Herein

Instructions: Voir aux présentes

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

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

**Issuing Office - Bureau de distribution**

Ship Construction, Refit and Related  
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Québec

K1A 0S5

**REQUEST FOR IDENTIFICATION OF POTENTIAL SUPPLIERS  
FOR A SINGLE SYSTEM INTEGRATOR FOR THE PROPULSION  
SYSTEM  
FOR THE NEAR-SHORE FISHERY RESEARCH VESSEL  
FOR  
THE CANADIAN COAST GUARD (CCG)**

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**Annex A – Response Evaluation Plan**

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**PART 1 GENERAL INFORMATION**

**1.1 Introduction**

This Request for Identification (RFID) of Potential Suppliers for a Single System Integrator for the Propulsion System is neither a Request for Proposal (RFP) nor a solicitation of bids or tenders and is intended only to rank qualified suppliers. The Request for Information (RFI) followed by the RFID of Potential Suppliers for a SSI competitive process and the Request for Proposal (RFP) for the build contract are the three parts of the procurement process. No contract will result from this RFID process. Rather, a list of qualified suppliers will result from the RFID process. The list will rank suppliers based on the highest combined rating of technical merit and price. The supplier with the highest overall score will be recommended as the Propulsion Single System Integrator (SSI) to work with the design contractor – Robert Allan Ltd (RAL). The selection will be based on the right of first refusal. In the event RAL and the recommended supplier cannot come to a working agreement, the process for selecting the second place bidder from the ranked list with the highest score will apply as detailed in Section 4.3 of this RFID.

The objective of this propulsion RFID is to select a Propulsion SSI to support the design and subsequent equipment selection for major systems as per the technical criteria described in Section 1.8 – Scope of Work. The selected equipment will be integrated in the overall design of the new Near-Shore Fishery Research Vessel (NSFRV) by RAL. It is the intent that only the selected SSI's equipment for identified key systems will be used in the subsequent RFP for the build. Canada, at its discretion, may decide to use an off-ramp exit strategy and purchase the equipment in a separate bid solicitation if costs become inflated during the process.

Below are the intended phases of the procurement process for the NSFRV.

Procurement Process	
Request for Information (RFI)	Industry Engagement for the design phase of the process (August 2018 and August 2019)
Request for Identification (RFID)	Competitive RFID process to create a list of ranked SSIs who meet the criteria identified in this RFID. There may be up to five (5) separate RFIDs for the various systems required for the design of the new NSFRV. This RFID is the for the propulsion system.
Request for Proposal (RFP)	Build RFP using the design from RAL which may include any SSI propulsion system identified as a result of this RFID and integrated into the new NSFRV design

Given that this RFID may be cancelled by Canada at any time in accordance with the applicable terms, it may not result in either the creation of a list of ranked SSIs or the recommendation of a SSI to RAL

The RFID is divided into the following four parts:

Part 1 **General Information:** provides a general description of the requirement;

Part 2 **Respondent Instructions:** provides the instructions, clauses and conditions applicable to the RFID;

Part 3 **Response Preparation Instructions:** provides suppliers with instructions on how to prepare their response; and

Part 4 **Evaluation Procedures and Basis of Qualification:** indicates how the responses will be evaluated and the basis of qualification.

## 1.2 Background

CCG's Fleet of Near-Shore Fishery Research Vessels (NSFRVs) play a key role in the delivery of fishery research in Canada's waterways. Currently, there are four NSFRVs in service. Three were replaced under Economic Action Plan (EAP 2009) and entered into service in 2012. The fourth NSFRV is now in need of replacement.

An updated set of requirements has been developed for the vessel based on user input from those working on the EAP 2009 NSFRVs and updated regulatory requirements. Additionally, the government wide innovation mandate, as well as the NSFRV project's own specific innovation mandate to explore solutions related to "green" technologies, diversity, human factors, as well as the anticipated 20 year lifecycle from entry into service, have driven the revised set of requirements.

## 1.3 Overview of the Requirement

The NSFRV design will be based on the design of the 25 metre CCGS Vladykov designed by RAL as part of the Design Contract for the three NSFRVs designed and built under EAP 2009. However, the vessel design will be modified to meet CCG requirements based on lessons learned, operator input, and the innovation mandate of the NSFRV Project. On completion of the design phase of the project, Canada will accept the Design Package and intends to use it as part of the basis for a competitive RFP tender for the Build Contract. The Design Package generated as part of the Work under the Design contract will be provided to the shipbuilder as the key input for the build of the new NSFRV. The shipbuilder will be selected through a separate competitive solicitation process to be announced at a later time.

Once under contract with RAL, work for the propulsion SSI will be initiated via task authorization process directed to them by RAL.

## 1.4 Joint Venture

A Joint Venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Respondents who submit a Response as a Joint Venture must indicate clearly that it is a Joint Venture and provide the following:

- a. the name of each member of the Joint Venture;
- b. the name of the representative of the Joint Venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- c. the name of the Joint Venture, if applicable.

## 1.5 Debriefings

The Contracting Authority will notify unsuccessful suppliers after the RFID process and provide a debriefing upon request. The unsuccessful Respondents should make the request to the Contracting Authority within 15 working days from receipt of the results of the RFID process. Debriefing may be in writing, by telephone or in person. The Contracting Authority is to determine which method will be the most effective.

## 1.6 Fairness Monitor

Canada has retained the services of a fairness monitor for the entire procurement process to act as a third party monitor. This fairness monitor will be given access to all the procurement documents and responses / bids submitted by the Respondents for all phases and provide a recommendations to Canada on its processes and method of selection to ensure they meet the Government of Canada mandate on openness, equality and fairness.

## 1.7 epost Connect service

This RFID allows Respondents to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Respondents must refer to Part 2 entitled Respondent Instructions, and Part 3 entitled Respondent Preparation Instructions for further information.

## 1.8 Scope of Work

- 1.8.1** The Propulsion SSI will be responsible to support RAL throughout the design process until the design is delivered at the end of the Design Contract. The Propulsion SSI will be responsible to provide updated specification requirements, calculations, text, and drawings, via tasks directed through the RAL.

For all the equipment defined in the scope of system responsibility at Section 1.8.9, the Propulsion SSI will be responsible for supporting the selection of the final equipment list to be used in the final design specification as the basis of the Build RFP.

Note: For the pieces of equipment identified by manufacturer/product name as a result of the work of the Propulsion SSIs for the system scope (Section 1.8.9), Canada's intention is that these will be the only items identified in the final design specification for those pieces of equipment, and no 'or equivalent' will be invoked. The Build RFP will direct interested respondents to build the vessel as per the specification and drawing package. However, if cost increases disproportionately between the time of the response and the final deliverable under the Design Contract, Canada may exercise an off-ramp strategy and remove the propulsion SSIs equipment from the final Design Contract specification.

A key component of the work of the propulsion SSI will be to select the diesel electric generators for the vessel. The propulsion SSI will have to conduct an analysis looking at different makes, models, and configurations to rationalize the options before recommending a final selection. Notions such as ease of use, maintainability, safety, availability of replacement parts, and considerations for meantime between failures will be key to the analysis.

Additionally, a key component of the work will be to identify associated projected costs for both acquisition and lifecycle with equipment across all three phases of the Design Contract SOW.

- 1.8.2** The Design Contract has three phases, as described below.

### **Phase 1 - Concept design.**

For the SSI, their role would largely be to provide options for the system in the context of the design and given the operational/technical criteria of the project.

### **Phase 2 – Preliminary Design.**

The SSI would provide additional product data and conduct or support the analyses of various options for their system and, by phase end, help to conclude on a final proposed solution for the system.

**Phase 3 – Contract design**

The SSI would be supporting the effort to ensure integration of the solution determined at Phase 2 into the design.

- 1.8.3** It is anticipated the Design Contract will take between 12 to 14 months, during which the SSI will be called upon using a task authorization as required to support design development. The new NSFRV is a small fishery research vessel with minimal ice capability to transit light ice-infested waters, having accommodations for 11 personnel, a wet lab and a dry lab, no helicopter capability, and is primarily tasked to conduct trawl surveys.

The new NSFRV will primarily conduct fisheries research missions and oceanographic missions. These missions include towing bottom and mid-water trawl nets, towing scallop drags, deploying and retrieving longline nets, towing acoustic survey equipment, and the deployment and recovery of science packages such as a CTD/Rosette, plankton nets, and bottom grabs. The operation of this equipment will be powered using the vessels generator set, batteries, or a combination of the aforementioned. In addition to the above primary missions, the new NSFRV will also be designed to conduct secondary missions, such as search and rescue operations and environmental response missions.

The new NSFRV is intended to go to the St. Lawrence Sector of the Central and Arctic (C&A) Region.

- 1.8.4** The new NSFRV concept design has the following design particulars:

1. Length = 28 m (as per current concept development parameters)
2. Beam, moulded = 9.2 m
3. Depth, moulded = 3.8 m
4. Hull draft, nominal = 3.4 m
5. Complement = 11 total
6. Endurance = operational 12 hours per day for up to 14 days before resupply and/or crew change
7. Days of operation = 270 days (including while on program, and alongside)

- 1.8.5** The new NSFRV will operate in the following environmental conditions:

1. Service area – St. Lawrence River, and Gulf of St. Lawrence
2. Months of operation – April to December
3. Maximum ambient air temperature = 35°C
4. Minimum ambient air temperature = -30°C
5. Minimum sea water temperature = 0°C
6. Maximum sea water temperature = 25°C
7. Transit through ice – transit through strips of New ice <10 cm in thickness. These ice strips shall be comprised of small ice cakes (<2m) as defined by EC SEA Ice coding egg. The vessel will not be used to break ice.

- 1.8.6** The new NSFRV will be under 500 gross tonnage and will not be engaged on international voyages. As such, it will be designed and constructed in accordance with the following regulations and classifications:

1. Built to Class
2. Transport Canada Home Trade Class II
3. Transport Canada Near Coastal Voyage Class I
4. Canada Shipping Act (CSA) 2001 – Marine Machinery Regulations (SOR/90-264)

5. Canada Shipping Act (CSA) 2001 – Vessel Pollution and Dangerous Chemicals Regulations, Division 6 – Air
6. Transport Canada TP-127 – Ships Electrical Standards

Note: Regulations will be re-visited deeper into the design to ensure alignment with regulatory regime at time of build.

### 1.8.7 Propulsion System Requirements

Where requirements refer to the vessel, the vessel is defined as per the drawings provided and the dimensions as defined therein those drawings. The equipment must fit into the General Arrangement as provided and must reflect adequate maintenance envelopes for the equipment in the machinery space.

The following system requirements are based on the vessel concept design. It is anticipated that the system requirements may evolve as the design progresses as a function of the collaborative work between CCG, the RAL (RAL), and the propulsion SSI. As such, many of the powering values are approximations based on the vessel concept design.

#### 1.8.7.1 Main Propulsors

1. The vessel must be fitted with two Azimuth Thrusters as the primary means of propulsion
2. The azimuth thrusters must be driven by Propulsion motors in a Z-Drive configuration via the azimuth thrusters
3. There will be a 110kw bow thruster for additional maneuverability
4. The Propulsion system must be capable of outputting 660 kW of combined power into the water via the main azimuth thrusters
5. Propulsion motors must be high-efficient permanent magnet motors
6. Propulsion motors must be controlled using appropriate propulsion drives

#### 1.8.7.2 Power Generation

##### Main Source of Power

The Primary source of power will be two Diesel Generators, with combined power output of 1240 ekW.

##### Secondary Power

1. Secondary source of power will be an Energy Storage System (ESS) comprised of lithium ion battery modules with combined energy capacity of 610 kWh capable of charging and discharging at a rate 1.85 C.
2. The ESS will support peak shaving for the generators as necessary to allow generators to have constant loading.
3. The ESS will support silent operations.
4. The ESS will provide:
  - a. Cell level isolation in the instance of Cell failure
  - b. Internal safety software diagnostic system
  - c. Integrated fault exhaust system

#### 1.8.8 Power Distribution

1. The power sources will feed into a central DC switchboard
2. The DC switchboard shall house rectifiers to convert AC input from diesel generators and shore power receptacle to DC power.
3. The DC switchboard shall have a DC-DC converter(s) to support ESS input.
4. The DC Switchboard shall serve as the main switchboard, serving propulsion motors, deck equipment, and a 600 VAC switchboard that will service the remainder of the electrical loads on the vessel.

### 1.8.9 System Scope

The Scope of system responsibility describes the system components that the propulsion SSI will be responsible for. The scope of system responsibility for the propulsion SSI is as follows:

1. Diesel Electric Generators
2. Propulsion Motors
3. Propulsion Drives
4. Switchboards (AC and DC as proposed)
5. Energy Storage System (ESS)
6. Conversion equipment for ESS (chargers, inverters, converters and transformers)
7. Power management and distribution software system
8. Remote Monitoring
9. In-service Support
10. Azimuthing Thrusters

The components within the system scope may evolve as a function of design development but any evolutions will be scoped appropriately to the function of the propulsion system.

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## **PART 2      RESPONDENT INSTRUCTIONS**

### **2.1      Standard Instructions, Clauses and Conditions**

- 2.1.1** All instructions, clauses and conditions identified in the RFID by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- 2.1.2** Respondents who submit a response agree to be bound by the instructions, clauses and conditions of the RFID.
- 2.1.3** The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the RFID, except that:
- a) Wherever the term “bid solicitation” is used, substitute “RFID of Potential Suppliers”;
  - b) Subsection 5(4), which discusses a validity period, does not apply, given that this RFID invites Respondents simply to qualify.
  - c) Subsections 4 and 5 of section 1 are deleted.

If there is a conflict between the provisions of 2003 and this document, this document prevails.

As indicated in 2003, all responses will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21).

### **2.2      Submission of Responses**

- a) Responses must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFID document.

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

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Responses will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send responses through an epost Connect message if the Respondent is using its own licensing agreement for epost Connect.

- b) Respondents are requested to send an e-mail notification to the Contracting Authority prior to the closing date indicating their intention to submit a response.

### **2.3      Enquiries and Comments**

- (a) All enquiries and comments, including suggestions to improve the requirement, regarding the RFID must be submitted in writing to the Contracting Authority no later than 5 days before response closing.
- (b) Respondents should reference as accurately as possible the section and numbered item of the RFID process to which the enquiry relates. Care should be taken by Respondents 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 questions or may request that the Respondent do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Respondents. Enquiries not submitted in a form that can be distributed to all Respondents may not be answered by Canada.

## 2.4 Contracting Authority

The Contracting Authority for the RFID is:

Stephane Deslauriers, Supply Team Leader  
Public Services and Procurement Canada Acquisitions Branch  
Directorate: Marine Systems Directorate  
Portage III - Étage: 8B3 / Portage III - Floor: 8B3  
11, rue Laurier, Gatineau (Québec), K1A 0S5  
E-mail address: [Stephane.Deslauriers@tpsgc-pwgsc.gc.ca](mailto:Stephane.Deslauriers@tpsgc-pwgsc.gc.ca)

## 2.5 Costs Incurred by the Respondents

No payment will be made for costs incurred in the preparation and submission of a response to the RFID. Costs associated with preparing and submitting a response, as well as any costs during the other phases of the procurement process for the NSFRV, are the sole responsibility of the Respondent.

## 2.6 Respondent's Responsibilities

As provided at clause 5 of the Standard Instructions 2003 (see paragraph 2.1 above), it is the Respondent's responsibility to:

- (a) Obtain clarification of the requirements contained in the RFID document, if necessary, before submitting a bid;
- (b) Prepare its response in accordance with the instructions contained in the RFID document;
- (c) Submit by RFID response closing date and time a complete response;
- (d) Send its response only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the RFID document;
- (e) Ensure that the Respondent's name, return address, RFID document number, and RFID closing date and time are clearly visible on the response; and,
- (f) Provide a comprehensible and sufficiently detailed response that will permit a complete evaluation in accordance with the criteria set out in the RFID document.

## 2.7 Applicable Laws

The relations between the parties will be governed by the laws in force in the Province of Quebec.

A Respondent may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its response, by inserting the name of the Canadian province or territory of its choice in the RFID **Annex C - Form 1 - Submission Form**. If no other province or territory is specified, the Respondent agrees that the laws of Quebec are acceptable to it.

## 2.8 Language for Future Communications

Respondents are requested to identify, on **Annex C - Form 1 - Submission Form**, which of Canada's two official languages will be used for future communications with Canada regarding this RFID and all subsequent phases of the procurement process.

## **PART 3      RESPONSE PREPARATION INSTRUCTIONS**

### **3.1      Response Preparation Instructions**

- If the Respondent chooses to submit its bid electronically, Canada requests that the Respondent submits its response in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Qualification Response  
Section II: Financial Proposal

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

Section I: Qualification Response (2 hard copies)

Section II: Financial Proposal (2 hard copies)

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

### **3.2      Section I: Qualification Response**

A complete qualification response consists of the following:

- a) **Annex C - Form 1 - Submission Form (Requested at RFID Closing):**  
Respondents must include the Submission Form with their responses. It provides a common form in which Respondents can provide information required for evaluation, such as a contact name, the Respondent's Procurement Business Number etc. If the Form is not completed and submitted as requested, the Contracting Authority will inform the Respondent of a time frame within which to provide the information. Failure to provide the additional information requested within the time frame specified will render the response non-compliant.
- b) A response to the Evaluation Criteria Identified in **Annex B – Response Evaluation Score Sheet**; and
- c) The list of subcontractors as stated in 4.2.1.1 if applicable.

### **3.3      Section II: Financial Proposal**

Respondents must submit their financial response in accordance with section 4.4 Financial Responses.

## **PART 4 EVALUATION PROCEDURES AND BASIS OF QUALIFICATION**

### **4.1 Evaluation Procedures**

- 4.1.1** Responses will be assessed in accordance with the entire requirement of the RFID including all the mandatory and pointed rated criteria identified in Annex "B"- Response Evaluation Score Sheet.
- 4.1.2** An evaluation team composed of representatives of Canada will evaluate the responses. Canada may hire any independent consultant, or use any Government resources, to evaluate any response. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- 4.1.3** In addition to any other time periods established in the RFID:
- a) **Requests for Clarifications:** If Canada seeks clarification or verification from the Respondent about its response, the Respondent will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the response being declared non-compliant.
  - b) **Extension of Time:** If additional time is required by the Respondent, the Contracting Authority may grant an extension in his or her sole discretion.

### **4.2 Technical Evaluation - Mandatory Technical Criteria**

Each response will be reviewed to determine whether it meets the mandatory requirements of the RFID. Any element of the RFID identified with the words "must" or "mandatory" is a mandatory requirement. Responses that do not comply with each and every mandatory requirement will be declared non-compliant and will be disqualified.

- 4.2.1** Respondents must submit, with their Response on the RFID closing date, the information required by **Annex A – Response Evaluation Plan and Annex B – Response Evaluation Score Sheet**.

- 4.2.1.1 List of Subcontractors:** The Respondent must provide a list of any proposed subcontractors that could be used to perform any part of the Work (including subcontractors affiliated or otherwise related to the Respondent).

This list must identify all third parties who may perform any part of the Work, whether they would be subcontractors to the Respondent, or subcontractors to subcontractors of the Respondent down the chain. For the purposes of this requirement, a third party who is merely a supplier of goods to the Respondent, but who does not perform any portion of the Work, is not considered to be a subcontractor.

If no subcontracts will be used it must be clearly identified in the proposal.

### **4.3 Basis of Qualification**

To be declared compliant, a response must:

- a) Comply with all the requirements of the RFID;
- b) Meet all the Mandatory Technical Criteria (MTC);
- c) Obtain the required minimum pass of 110 out of 192 points overall for the Rated Technical Criteria (RTC).

Responses not meeting (a), (b) and (c) will be declared non-compliant. Non-compliant proposals will be given no further consideration.

The selection will be based on the highest combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30% for the price.

NSFRV RFID SSI - Propulsion System  
F7013-200032

To establish the technical merit score, the overall technical score for each compliant response will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.

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

For each compliant response, the technical merit score and the pricing score will be added to determine its combined rating.

Neither the compliant response obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The compliant response with the highest combined rating of technical merit and price will be added to the ranked list from highest to lowest score.

A Respondent whose response has been declared compliant is a Qualified Respondent and will be placed in the SSI qualified list in order of ranking from highest to lowest score. The supplier with the highest overall score will be recommended as the Single System Integrator (SSI) who will work with the lead designer. The selection will be based on the right of first refusal.

1. In the event that two or more responsive responses have the same highest combined rating of technical merit and price, the responsive response with the highest evaluated rated score for the Rated Technical Criteria (RTC) – System Support will be ranked higher;
2. In the further event that two or more responsive responses have the same highest evaluated rated score for the RTC, the responsive response with the highest points for the rated criteria for Experience with Propulsion and Energy Storage Systems (ESS) will be ranked the highest.
3. In the further event that two or more responsive responses have the same points for the ESS, the responsive response with the highest points for the rated criteria for System Design (SD) will be ranked the highest;
4. In the further event that two or more responsive responses have the same points for the SD, the responsive response with the highest points for the rated criteria for Innovation Proposal (TI) will be ranked the highest;
5. In the further event that two responsive responses have the same points for the TI, then a “coin toss” method will be used to determine the highest ranked bid, in accordance with Annex E – Coin Toss Agreement. Should #5 occur, Canada may request that each respondent fill out the Coin Toss Agreement in Annex E. Failure to fill out the Coin Toss Agreement in Annex E as and when requested by Canada will render the response non-compliant.

The highest ranked response will be recommended as the Single System Integrator (SSI) to RAL. All other Qualified Respondents will be placed on a list, in ranked order, according to their individual Best Value Scores. RAL and the recommended SSI will have 10 business days to reach an agreement. After the 10 days Canada will provide RAL with the name of the SSI who ranks second on the list to become the Propulsion SSI. This process will be repeated sequentially until an agreement is made between RAL and a SSI. Once the list is exhausted the process will be repeated sequentially starting with the highest ranked SSI with the Best Value Score.

**EXAMPLE ONLY:**

The table below illustrates an example where all three responses are compliant and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 200 and the lowest evaluated price is \$45,000.

Basis of Selection - Highest Combined Rated Technical Criteria (70%) and Price (30%)

	<b>Respondent 1</b>	<b>Respondent 2</b>	<b>Respondent 3</b>
--	---------------------	---------------------	---------------------

<b>Overall Technical Score</b>	115/200	89/200	92/200
<b>Response Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00
<b>Rated Technical Criteria Score</b>	$115/200 \times 70 = 40.25$	$89/200 \times 70 = 31.50$	$92/200 \times 70 = 32.20$
<b>Pricing Score</b>	$115/200 \times 30 \times 45/55 = 14.27$	$89/200 \times 30 \times 45/50 = 12.15$	$92/200 \times 30 \times 45/45 = 13.80$
<b>Best Value Score</b>	54.52	43.65	46.00
<b>Overall Rating</b>	<b>1st</b>	<b>3rd</b>	<b>2nd</b>

The methodology that will be used to calculate the Best Value Score will be rounding up of the second decimal point. If the third decimal is a 5 or greater the second decimal number will be increased by 1. Example: 41.0567 = 41.06.

#### 4.4 Financial Responses

The blended hourly rate proposed in the recommended Respondent's financial response will be shared with Robert Allan Ltd (RAL). The blended hourly rate will form the basis of the actual rate the recommended Respondent will charge RAL for the design work on the propulsion system design. RAL will issue a task authorization to Canada for approval before any work by the recommended Respondent can start. This process is identified in Robert Allan Ltd terms and conditions at Annex D.

The Respondent is to provide his blended rate for the current fiscal year.

##### 4.4.1 Respondent Hourly Rates

For the purpose of this Response Evaluation, the Total Response Price shall be the total price for the design services for the propulsion system.

Please indicate your proposed blended hourly rate below:

Category	Number of # Hours	Blended Hourly Rate (BHR)
Design Services	200	\$
	Total (200 X BHR)	\$

Note 1: The proposed Firm Blended Hourly Rate will need to be supported with an invoice or similar document showing the price charged to an actual customer within the last 12 months. If the documentation is not provided as part of the financial bid the score for the financial portion will be 0%.

Note 2: The 200 hours is for calculation and evaluation purposes. The actual amount of hours will be determined with RAL and submitted to Canada through a task authorization for approval before the work can start.

**ANNEX A**  
**Response Evaluation Plan**

DRAFT

**ANNEX B**  
**Response Evaluation Score Sheet**

DRAFT

**ANNEX C  
 FORM 1 - SUBMISSION FORM**

FORM 1 - SUBMISSIONFORM	
<b>Respondent full legal name</b>	
<b>Authorized Representative of Respondent for evaluation purposes (e.g. clarifications)</b>	Name:
	Title:
	Address:
	Telephone #:
	Email:
<b>Procurement Business Number:</b>	
<b>Canada's Official Language in which the Respondent will communicate with Canada during any subsequent process - indicate either English or French</b>	
Applicable Laws (the Respondent may insert the Canadian province or territory of its choice; otherwise, the applicable laws of Quebec will apply)	
<p>As the authorized representative of the Respondent, by signing below, I confirm that I have read and understood the entire RFID including the documents incorporated by reference into the RFID and the entire Response, and I certify that:</p> <ol style="list-style-type: none"> <li>1. The Respondent meets all the mandatory requirements described in the RFID; and</li> <li>2. All the information provided in the RFID Response is complete, true and accurate.</li> </ol>	
<b>Signature of the authorized representative of the Respondent</b>	Name
	Address
	Email
	Signature
	Phone

**ANNEX D**  
**Concept of Operations and Mission Profiles (provided for contextual information only)**  
**Design Drawings**  
**Robert Allan Ltd Design Contract Terms and Conditions**

This package is available upon request only by email to the Contracting Authority.

DRAFT

**ANNEX E**  
**Coin Toss Agreement**

DRAFT



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Canadian  
Coast Guard

Garde côtière  
canadienne



Safety First, Service Always

NSFRV Propulsion Single System  
Integrator (SSI)  
ANNEX A  
Response Evaluation Plan  
RFID

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## **NSFRV Propulsion SSI Evaluation Procedures and Selection Criteria**

### **Evaluation and Selection Process**

Following the Request for Identification of Potential Suppliers (RFID) closing for the NSFRV Propulsion Single System Integrator (SSI), a phased evaluation and selection process will be initiated. Subject to the requirements for clarification and proof and/or confirmation, responses will be required to meet the minimum requirements associated with a phase, or step, in the process. There are four phases in the evaluation process, which are described below.

The Evaluation and Selection Process phases are as follows:

- Phase 1 – Confirmation of Compliance with all Mandatory Technical Requirements
- Phase 2 – Evaluation of Rated Technical Elements
- Phase 3 – Evaluation of Financial Proposals
- Phase 4 – Qualified Respondent List and Ranking

The technical proposals will be evaluated and scored in accordance with the scoring criteria described in the Response Evaluation Score Sheet attached as Annex B to this SSI RFID.

### **Phase 1 – Confirmation of Compliance with Mandatory Technical Requirements**

Responses must meet all Mandatory Technical Criteria. Responses that do not meet all of the Mandatory Technical Requirements will be deemed non-compliant and will not be subject to further evaluation. Respondents must meet the requirements detailed in the Response Evaluation Score Sheet – Annex B.

### **Phase 2 – Evaluation of Rated Technical Elements**

The total Rated Technical Elements score for each Respondent will be the cumulative points scored for all items (1-5) of the point-rated Rated Technical Elements. One hundred and ninety two points are available for the Rated Technical Qualifications score as described in the Response Evaluation Score Sheet – Annex B.

The minimum pass mark for the Rated Technical Elements portion of the evaluation is 110 out of a possible 192.

It is required that responses address, in writing, all of the requirements to earn points. It is the Respondent's responsibility to ensure the information provided is complete, precise and clearly demonstrates the Respondent's qualifications in each category.

Responses must follow the scoring criteria information for each requirement provided in the Response Evaluation Score Sheet – Annex B.

### **Phase 3 – Evaluation of Financial Proposals**

The financial proposals of those Respondents who are technically compliant, having passed both Phase 1 and Phase 2, will be evaluated by PSPC with respect to the requirements as described in the RFID.

The total assessed price for Respondent is  $P_n$  as defined below:

$$P_n = P$$

Where:

P = Cost of design support as submitted by the Respondent. The price must be supported with an invoice to an actual customer within the last 12 months.

#### Phase 4 – Qualified Respondent List and Ranking

The Qualified Respondent who has met all the mandatory requirements and has obtained the highest Best Value Score will be recommended to Robert Allan (RAL) Ltd. as the Propulsion SSI to support the Design Contract, subject to the provisions of this Request for Identification for (RFID) Potential Suppliers process.

In the event of a tie the process to select the winner is detailed at Section 4.3 of the RFID. All other Qualified Respondents will be placed on a list, in ranked order, according to their individual Best Value Scores. RAL and the recommended SSI will have 10 business days to reach an agreement. After the 10 days Canada will provide RAL with the name of the SSI who ranks second on the list to become the Propulsion SSI. This process will be repeated sequentially until an agreement is made between RAL and a SSI. Once the list is exhausted the process will be repeated sequentially starting with the highest ranked SSI with the Best Value Score.

The Best Value Score will be determined by using the following formula subject to the following weighting factors:

- i. Technical Weighting Factor (combined score of Phase 1 and Phased 2) = 70
- ii. Price Weighting Factor (Phase 3 score) = 30

$$\text{Best Value Score} = \frac{(TP_n \times P_{wrf})}{TP} \times \frac{LPP}{P_n} + \frac{(TP_n \times T_{wrf})}{TP}$$

Where:

$TP_n$  = Total Technical Points Acquired by Respondent n

TP = Total Available Weighted Technical Points (192)

$P_{wrf}$  = Price Weighting Factor (30)

LPP = Lowest Total Assessed Response Price of all Compliant Responses

$P_n$  = Total Assessed Price for Respondent n

$T_{wrf}$  = Technical Weighting Factor (70)

**Phase 1 - Mandatory Technical Criteria**

Criteria #	Technical Mandatory - Description	PASS/F
		AIL P/F
TM 1	The Respondent must provide a drawing package* that fits into the allotted space as per the enclosed CCG reference drawings and includes all items identified for the Propulsion SSI system scope as defined in Section 1.8.9 of the RFID.	P/F
TM 2	The Respondent must provide a list of equipment for all items identified in the Propulsion SSI system scope as defined in Section 1.8.9 of the RFID.	P/F
TM 3	The Respondent must provide proof of experience with design, integration and commission of one (1) diesel-electric hybrid propulsion system with energy storage modules on a vessel that entered into service within the last 5 years of RFID response closing date.	P/F

\* "Drawing package" for the purposes of this response refers to both an updated General Arrangement drawing and Machinery Arrangement drawing.

Criteria #	Fail	Pass
TM 1	The Respondent does not provide a drawing package or provides drawings that do not include all items identified in the system scope for the Propulsion SSI as described in Section 1.8.9 in the RFID and/or an item or items in the system scope do not fit into the allotted space as per the CCG reference drawings.	The Respondent provides a drawing package that fits into the allotted space as per the CCG reference drawings and includes all items identified for the Propulsion SSI system scope as defined in Section 1.8.9 of the RFID.

Criteria #	Fail	Pass
TM 2	The Respondent does not provide a list of equipment for all items identified in the Propulsion SSI system scope as defined in Section 1.8.9 of the RFID.	The Respondent provides a list of equipment for all items identified in the Propulsion SSI system scope as defined in Section 1.8.9 of the RFID.

Criteria #	Fail	Pass
TM 3	The Respondent does not provide proof of, or provides incomplete proof of, experience of the design, integration and installation of one (1) diesel-electric hybrid propulsion system with energy storage modules on a vessel within the last 5 years of RFID response closing date.	<p>The Respondent provides proof of the design, integration and installation of one (1) diesel-electric hybrid propulsion system with energy storage modules on a vessel that entered into service within the last 5 years of RFID response closing date.</p> <p>For each project/contract, the Respondent should provide the following details:</p> <ol style="list-style-type: none"> <li>The name of the client / representative including the following contact details to validate the information in the response:               <ol style="list-style-type: none"> <li>Name of client or representative</li> <li>Title/Role in the project/contract</li> <li>Phone number and</li> <li>E-mail address</li> </ol> </li> <li>Duration of the project in months</li> <li>The start and end dates of the project/contract in the following format: MONTH (MM) AND YEAR (YYYY)</li> <li>The date the vessel went into service in the same format as above</li> <li>Details about the work performed for the project/contract</li> </ol>

**Phase 2 - Rated Technical Criteria, Item 1 - Experience with Propulsion and Energy Storage Systems (ESS)**

Rated Technical Criteria		Maximum Points Available
Criteria #	Item 1 - Experience with Propulsion and Energy Storage Systems (ESS)	
EX 1	The Respondent has delivered Azimuth Thrusters on two or more vessels in the past 3 years of RFID response closing date.	/10
EX 2	The Respondent has experience with delivery of mechanical systems (engines, generators, propulsion motors) and electrical systems (propulsion VFDs, switchboards, converters, inverters and energy storage systems [ESSs]) on two or more vessels in the past 3 years of RFID response closing date.	/10
EX 3	The Respondent has engineered and delivered two or more vessels with high energy storage systems* in the past 5 years of RFID response closing date.	/10
EX 4	The Respondent has experience delivering two or more vessels with permanent magnet motors in the past 5 years of RFID response closing date.	/10
EX 5	The Respondent has experience delivering two or more vessels with some** silent class notation in the past 5 years of RFID response closing date.	/10
EX 6	The Respondent has experience delivering two or more power management systems in the past 5 years of RFID response closing date.	/10
EX 7	The Respondent has experience delivering all items in the power management system as per Section 1.8.9 of the RFID on a previous procurement where the vessel has entered into service.	/20
<b>Maximum Potential Score</b>		<b>/80</b>

"Delivered" means that the Respondent did the design/engineering work and provided the equipment for a vessel/vessels that went into service. Note that the defined dates refer to the period when the vessel entered into service and the design/engineering work may have preceded that time frame.

\* "High energy density" is defined for the purposes of this RFID as a battery chemistry with similar Wh/L as lithium ion batteries

\*\* "some" means that a modified version of a silent class notation is acceptable. The Respondent should a) identify which standard was used to inform the design process, and b) show that noise treatments were incorporated into the design and the final vessel configuration.

**Note:** For each project/contract, the Respondent should provide the following details:

1. The name of the client / representative including the following contact details to validate the information in the response:
  - a) Name of client or representative
  - b) Title/Role in the project/contract
  - c) Phone number and
  - d) E-mail address
2. The total duration on the project.
3. The start and end dates of each project/contract in the following format: MONTH (MM) AND YEAR (YYYY).
4. The date the vessel went into service in the same format as above.
5. Details about the work performed for each project/contract.
6. For proof of delivery or installation, copies of bills of sale or regulatory documentation.

Criteria - Experience with Propulsion and ESS		5	10
Criteria #	0	5	10
EX 1	The Respondent does not have experience delivering azimuthing thrusters for at least 1 vessel in the last 3 years of RFID response closing date.	The Respondent has experience delivering azimuthing thrusters on one vessel in the last 3 years of RFID response closing date.	The Bidder has experience delivering azimuthing thrusters on two or more vessels in the last 3 years of RFID response closing date.
<b>Criteria #</b>	<b>0</b>	<b>5</b>	<b>10</b>



**Phase 2 - Rated Technical Criteria, Item 2 - System Design**

For all System Design (SD) criteria, Respondents should provide a single report. SD 1(system Design rationale) comprises the main body of the document. Each item in the system scope criteria must be treated within its own subheading. Respondents should then address the rationale for each section in the body of the text under each subheading. Drawings (SD 2) should be included separately to the document as Appendix 1. Costing data (SD 3) should be included separately to the document as Appendix 2.

Criteria #	Rated Technical Criteria	Maximum Points Available
SD 1	<b>Item 2 - System Design</b> The Respondent provides a report indicating their rationale for the equipment choices in their proposed solution.	177
SD 2	<b>Drawing Package:</b> The Respondent provides a drawing package* for their proposed hybrid propulsion system solution that includes all items within the system scope as per Section 1.6.9 of the RFD.	140
SD 3	<b>System Costing:</b> The Respondent provides costing information for their proposed solution and any alternate solution(s) identified.	177
	<b>Maximum Potential Score</b>	177

\* "Drawing package" for the purposes of the response refers to both an updated General Arrangement drawing and Machinery Arrangement drawing.

Criteria #	0	10	20	30	40
	<b>Category - System Design Rationale</b>				
SD 1	<p>The Respondent does not provide a system rationale report.</p> <p>The Respondent's report does not support the rationale for the proposed equipment selection and overall configuration of the proposed propulsion system. The report addresses some but not all of the items in the full scope of system responsibility of the solution or the performance proposed in the solution. The report does not include rationale for sizing of equipment and how the proposed suite of equipment is aligned with the philosophy of a 20 year life cycle of the vessel. Specifically, items such as maintenance, availability, and safety considerations for maintenance between failure selections.</p>	<p>The Respondent provides an incomplete report with some items rationalized.</p> <p>The Respondent provides a report describing the rationale for their proposed equipment selection and overall configuration of their proposed propulsion system. The report addresses all items within the full scope of system responsibility and is aligned with the philosophy of a 20 year life cycle of the vessel. Specifically, items such as maintenance, availability, and safety considerations for maintenance between failure selections are addressed in the rationale for the selections.</p>	<p>The Respondent provides a complete report with all items rationalized.</p> <p>In addition to all criteria listed to achieve 20 points, the report also highlights two (2) alternative options for the diesel electric generators that are candidate solutions for the NSFRV. At least one of these options must be from a different original equipment manufacturer (OEM) than the other options. Calculations are not necessary to demonstrate integration with the other equipment within the propulsion system. However, the analysis must address sizing for the space, maintenance and availability of replacement parts, and considerations for meantime between failure selections.</p>	<p>The Respondent provides a complete report with all items identified and rationalized. A range of solutions for gens, motors, thrusters, energy storage systems (ESS) included.</p> <p>In addition to all criteria listed to achieve 30 points, the report also highlights a range of solutions that can be considered for each of the following categories:                      1. Generators: demonstrates consideration for a range of generator types, like variable and fixed speed with DC and AC alternators, (1 point) and demonstrates capability to provide generators from multiple suppliers/OEMs (1.5 points).                      2. Propulsion Motors and Auxiliary Thrusters: demonstrates a range of motor and thrusters from multiple suppliers/OEMs (1.5 points).                      3. ESS: demonstrates a range of battery technologies which can optimize the power delivery and energy storage of the ESS (1.5 points) and demonstrates the capability to provide ESSs from multiple suppliers OEMs (1.5 points).                      And, the listed items are linked to the response for SD2 (1.5 points).</p> <p>Note: For these alternative options, calculations are not necessary to demonstrate integration with the other equipment within the propulsion system. However, the analysis must address sizing for the space, power, and maintenance, and notions such as ease of use, safety, availability of replacement parts, and considerations for meantime between failure must be described.</p>	<p>The Respondent provides a complete report with all items identified and rationalized. A range of solutions for gens, motors, thrusters, energy storage systems (ESS) included.</p> <p>In addition to all criteria listed to achieve 40 points, the report also highlights a range of solutions that can be considered for each of the following categories:                      1. Generators: demonstrates consideration for a range of generator types, like variable and fixed speed with DC and AC alternators, (1 point) and demonstrates capability to provide generators from multiple suppliers/OEMs (1.5 points).                      2. Propulsion Motors and Auxiliary Thrusters: demonstrates a range of motor and thrusters from multiple suppliers/OEMs (1.5 points).                      3. ESS: demonstrates a range of battery technologies which can optimize the power delivery and energy storage of the ESS (1.5 points) and demonstrates the capability to provide ESSs from multiple suppliers OEMs (1.5 points).                      And, the listed items are linked to the response for SD2 (1.5 points).</p> <p>Note: For these alternative options, calculations are not necessary to demonstrate integration with the other equipment within the propulsion system. However, the analysis must address sizing for the space, power, and maintenance, and notions such as ease of use, safety, availability of replacement parts, and considerations for meantime between failure must be described.</p>

Criteria #	0	20
SD 2	<p>The Respondent either a) does not provide a drawing package that includes drawings for maintenance, spares, and color sizing parameters and that is not linked to the equipment selected in their response to SD 1 and/or does not correlate to the equipment sizing identified in their response to SD 1.</p>	<p>The Respondent provides a GA that reflects the equipment selected in their response to SD 1 and includes drawings for maintenance, spares, and color sizing parameters and that is aligned with the equipment selected in their response to SD 1.</p>

Criteria #	SD 3A Item cost (0.5 pt per)	SD 3B Source of item costing** (0.5 pt per)	SD 3C Alternate list (make/model) (0.5 pt per)	SD 3D Alternate List item cost (0.5pt per)
SD 3	Diesel Electric Generators	15	15	13.5
	Propulsion Motors			
	Thrusters			
	Switchboard (AC and DC as proposed)			
	Energy Storage System (ESS)			
	Conversion equipment for ESS (chargers, inverters, converters and transformers)			
	Power management and distribution software system			
	Control system			
	In-service Support			
	Azimuthing Thrusters			
<b>Maximum Potential Score</b>	<b>15</b>	<b>15</b>	<b>13.5</b>	<b>13.5</b>

\*\* The source of costing is anticipated to consist of pricing taken from a published price list or a recent sale of the item.

### Phase 2 - Rated Technical Criteria, Item 3 - System Support

	Rated Technical Criteria	Maximum Points Available
<b>Criteria #</b>	<b>Item 3 - System Support</b>	<b>/20</b>
SUPP 1	<b>Technical Support:</b> The Respondent has a technical support branch or team currently in place support to operational vessels post-installation of its equipment and currently provides technical support services.	5
SUPP 2	<b>Field Service Representatives:</b> The Respondent has field service representatives (FSRs) available that can be on-site in Sorel, Quebec within 24 hours of receiving a request.	5
SUPP 3	<b>Training Services:</b> The Respondent has a training services team or branch within their organization and currently provides training services.	5
SUPP 4	<b>Remote Monitoring:</b> The Respondent offers remote monitoring system support for their proposed propulsion system.	5
<b>Maximum Potential Score</b>		<b>20</b>

Category - Supportability		
<b>Criteria #</b>	<b>0</b>	<b>5</b>
SUPP 1	The Respondent does not have experience offering technical support post-installation of equipment.	The Respondent has a technical support branch or team in place to support to
<b>Criteria #</b>	<b>0</b>	<b>5</b>
SUPP 2	The Respondent does not have FSRs that can be available to Sorel, Quebec within 24 hours to support its propulsion	The Respondent has FSRs that can be available to Sorel, Quebec within 24 hours to
<b>Criteria #</b>	<b>0</b>	<b>5</b>
SUPP 3	The Respondent does not have a training services team or branch within their organization and currently provides	The Respondent has a training services team or branch within their organization and currently
<b>Criteria #</b>	<b>0</b>	<b>5</b>
SUPP 4	The Respondent does not provide remote monitoring services for the proposed propulsion system.	The Respondent provides remote monitoring services for the proposed propulsion system.

**Phase 2 - Rated Technical Criteria, Item 4 - Technological Innovations**

Criteria #	Rated Technical Criteria	Maximum Points Available
Criteria #	Item 4 - Technological Innovations	/10
TI 1	The Respondent proposes 2 technological innovations to be considered for the new NSFRV.	10

**Maximum Points Available**

Innovations should be related to the propulsion system. Innovations must be technologies the Respondent provides that have successfully entered into service on other projects/vessels in recent years. Research and development options will not be given consideration.

Innovations for the propulsion system are those that provide some enhancement to the safety, fuel consumption, emission standing or operations of the vessel. Innovations may be in the form of additional pieces of equipment not defined in the scope of supply or may be items that supplement a piece of equipment that is defined in the scope of supply but to a different specification. All proposed items must fit into the NSFRV design.

Criteria - Innovation Proposal		
0	5	10
The Respondent does not provide a technological innovation for the propulsion system or does not provide sufficient information on the specifications and/or costing of the innovation.	The Respondent's innovation proposal describes and illustrates through drawings, pictures and narrative one (1) innovative solution that is aligned with the propulsion system and provides some enhancement to the safety, fuel consumption, emission standing or operations of the vessel. Costing information is provided and the source of that costing (i.e. price list or recent previous sale) is identified.	The Respondent's innovation proposal describes and illustrates through drawings, pictures and narrative two (2) innovative solutions that are aligned with the propulsion system that provide some enhancement to the safety, fuel consumption, emission standing or operations of the vessel. Costing information is provided and the source of that costing (i.e. price list or recent previous sale) is identified.

**Phase 2 - Rated Technical Criteria, Item 5 - Presentation**

Rated Technical Criteria		Maximum Points Available
<b>Criteria #</b>	<b>Item 5 - Presentation</b>	/5
PR 1	The Respondent provides an organized bid as per the formatting structure below.	5
<b>Maximum Potential Score</b>		<b>/5</b>

Category - Presentation	
<b>Criteria #</b>	<b>5</b>
PR 1	<p>The Respondent provides a poorly laid out response that does not follow the formatting structure.</p> <p>The Respondent provides a response that follows the formatting structure and is properly numbered accordingly.</p>

Formatting structure is as follows:

	Checklist if it is included in proposal	Self Evaluation
Table	Yes or No	Indicate which page or range of pages in the bid that demonstrate each criteria below are met
1. Mandatory Requirements		
1.1. TM 1 (do not include drawing package here, include at SD 2 with page number cross-reference)		
1.2. TM 2		
1.3. TM 3		
2. Experience		
2.1. EX 1		
2.2. EX 2		

2.3. EX 3			
2.4. EX 4			
2.5. EX 5			
2.6. EX 6			
2.7. EX 7			
3. System Design – to be provided as a report			
3.1. SD 1 (Annex A – Rationale. All subheading must be per system scope list numbering)			
3.2. SD 2 (Appendix 1 to Annex A – Drawings)			
3.3. SD 3 (Appendix 2 to Annex A - Costing Information)			
4. System Support			
4.1. SUPP 1			
4.2. SUPP 2			
4.3. SUPP 3			
4.4. SUPP 4			
5. Tech Innovations			
5.1. TI 1			
Pages numbers must be included.			

Respondent are strongly encouraged to use the above table to self-evaluate to ensure their response is complete.

Criteria #	Rated Technical Criteria	Maximum Points Available
<b>Criteria #</b>	<b>Item 1 - Experience with Propulsion and Energy Storage Systems (ESS)</b>	<b>/80</b>
EX 1	The Respondent has delivered Azimuth Thrusters on two or more vessels in the past 3 years of RFID response closing date.	/10
EX 2	The Respondent has experience with delivery of mechanical systems (engines, generators, propulsion motors) and electrical systems (propulsion VFDs, switchboards, converters, inverters and energy storage systems [ESSs]) on two or more vessels in the past 3 years of RFID response closing date.	/10
EX 3	The Respondent has engineered and delivered two or more vessels with high energy storage systems in the past 5 years of RFID response closing date.	/10
EX 4	The Respondent has experience delivering two or more vessels with permanent magnet motors in the past 5 years of RFID response closing date.	/10
EX 5	The Respondent has experience delivering two or more vessels with some silent class notation in the past 5 years of RFID response closing date.	/10
EX 6	The Respondent has experience delivering two or more power management systems in the past 5 years of RFID response closing date.	/10
EX 7	The Respondent has experience delivering all items in the power management system as per Section 1.8.9 of the RFID on a previous procurement where the vessel has entered into service.	/20
<b>Criteria #</b>	<b>Item 2 - System Design</b>	<b>/77</b>
SD 1	<b>System Design Rationale:</b> The Respondent provides a report indicating their rationale for the equipment choices in their proposed solution.	/40
SD 2	<b>Drawing Package:</b> The Respondent provides a drawing package for their proposed hybrid propulsion system solution that includes includes all items within the system scope as per Section 1.8.9 of the RFID.	/20
SD 3	<b>System Costing:</b> The Respondent provides costing information for their proposed solution and any alternate solution(s) identified.	/17
<b>Criteria #</b>	<b>Item 3 - System Support</b>	<b>/20</b>
SUPP 1	<b>Technical Support:</b> The Respondent has a technical support branch or team currently in place support to operational vessels post-installation of its equipment and currently provides technical support services.	5
SUPP 2	<b>Field Service Representatives:</b> The Respondent has field service representatives (FSRs) available that can be on-site in Sorel, Quebec within 24 hours of receiving a request.	5
SUPP 3	<b>Training Services:</b> The Respondent has a training services team or branch within their organization and currently provides training services.	5
SUPP 4	<b>Remote Monitoring:</b> The Respondent offers remote monitoring system support for their proposed propulsion system.	5
<b>Criteria #</b>	<b>Item 4 - Innovation Proposal</b>	<b>/10</b>
TI #1	The Respondent proposes 2 technological innovations to be considered for the new NSFVRV.	10
<b>Criteria #</b>	<b>Item 5 - Presentation</b>	<b>/5</b>
PR 1	The Respondent provides an organized bid as per the formatting structure below.	5
	<b>Total</b>	<b>/192</b>

The minimum pass mark for the rated technical elements portion of the evaluation is 110 out of a possible 192.

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### 1.0 Background

CCG's Fleet of Near-Shore Fishery Research Vessels (NSFRVs) plays a key role in the delivery of fishery research in Canada's waterway. Currently, there are four NSFRVs in service. Three were replaced under the Economic Action Plan (EAP 2009) and entered into service in 2012. The fourth NSFRV is now in need of replacement.

An updated set of requirements has been developed for the vessel based on user input from those working on the EAP 2009 NSFRVs and updated regulatory requirements. These updated requirements also incorporate the Government of Canada's innovative mandate, as well as the project's own innovation goals in the areas of reduced environmental impact, diversity and human factors. The anticipated lifecycle of the NSFRV is 20 years.

### 2.0 Objective

The objective of this contract is to develop a fully integrated design for the NSFRV based on the previous 25 metre design for the CCGS Vladykov and the technical requirement contained in the Baseline Requirements Document (BRD) and the baseline technical design package developed by CCG. The end goal of this contract is to generate a Design and Construction Drawing Package which consisting of drawings and the related design specification to serve as the basis for construction.

The delivered Design and Construction Drawing Package from this contract shall be suitable for Classification Society assessment and appraisal for compliance with the Regulatory Regime.

### 3.0 Requirement

The Canadian Coast Guard (CCG) has a requirement for one (1) new Near-Shore Fishery Research Vessel (NSFRV) to replace CCGS Neocaligus built in 1989, which is reaching the end of its service life. It is expected that the new NSFRV will be operated in CCG's Central & Arctic Region. The new vessel will be based on the RAL design with a focus of modernizing and improving certain aspects of the design, as stated in article 1.0.

### 4.0 Work

The Work includes both the Core Work, as defined and provided for in the Statement of Work (SOW) in Annex A, and all Work that is authorized pursuant to Task Authorization issued under this contract.

The Contractor must perform the Work in accordance with the Core Work and all Task Authorizations finalized between the Parties in accordance with the Task Authorization process described in Section 4.2.1.

#### 4.1 Core Work

The Contractor acknowledges that the Core Work will be divided into three distinct design phases:

- (1) Phase 1: Concept Design
- (2) Phase 2: Preliminary Design
- (3) Phase 3: Contract Design

The Core Work includes the Design, demonstration, certification, and delivery of one (1) Design and Construction Drawing Package for the NSFRV and all other Work specified herein.

## ANNEX D – Robert Allan Ltd. Terms and Conditions

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The design of the Near-Shore Fishery Research Vessel will be produced in accordance with the Canadian Shipbuilding, Repair, Refit and Modernization Policy.

- 4.1.1 Additional Work Including Design Change
- 4.1.1.1 The Contractor hereby acknowledges that Canada may require the Contractor to perform additional Work at any time and from time to time, during this Contract over and above the Work identified at Article 4. The additional Work could include but not be limited to:
- (a) Additions or variations to the Work including Design Changes; and
  - (b) Dispensing with or change to any portion of the Work.
- 4.1.1.2 If any additional Work is required, the procedure for processing the "Additional Work" shall be as set out in Annex "E", Procedure for Implementing Additional Work, hereto. All negotiations must be completed and the additional Work authorized on form PWGSC - TPSGC 1686 prior to the commencement of the Work, unless and until the Contracting Authority specifically authorizes commencement of the additional Work, in writing, prior to completion of negotiations and completion of form PWGSC - TPSGC 1686.
- 4.1.1.3 The Contractor shall perform the additional Work under the same terms and conditions of the Contract. The additional Work will be negotiated using the labor rates and markups contained in the Contract.
- 4.1.1.4 The Contractor may request a change to the Work for Canada's consideration by submission of a request for change proposal to the Contracting Authority.
- 4.1.1.5 Extensions in the delivery date as a result of the approved additional (unscheduled) Work must be presented at the time of the proposal and to the satisfaction of the Contracting Authority, otherwise extensions to the delivery date will not be considered.
- 4.1.1.6 No cost additional Work: Notwithstanding the foregoing, should Canada deem it advisable to make any reasonable change in the Work during the course of the Work, provided the change is ordered before that particular part of the Work to which Canada refers is commenced and involves no extra cost to the Contractor, such changes shall be made by the Contractor without extra cost to Canada.
- 4.1.1.7 Incorporation of Additional Work or Design Changes: Where additional Work including Design Changes has been agreed to by the Parties, the resulting change shall be incorporated into the Work, and:
- (a) Be subject to all of the provisions of the Contract;
  - (b) Not relieve the Contractor of its obligation to ensure that the NSFRV meet all of the performance requirements set out in the Specification and shall not affect the delivery date unless otherwise provided for in form PWGSC - TPSGC 1686 relating to such additional work or design change.

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### 4.2 Task Authorization

A portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization. The Work described in the Task Authorization must be in accordance with the scope of the Contract. The terms and conditions of this contract are included in and form part of every Task Authorization. The Contractor shall be entitled to perform only the Work that is first authorized by a Task Authorization signed by both parties. Whether or not to authorize any work under the contract is entirely within the discretion of Canada. Each Task Authorization will be ordered by Canada using the form of Task Authorization attached as Annex D.

#### 4.2.1 Task Authorization Process

If and when Canada desires the Contractor to carry out work pursuant to a Task Authorization, the Technical Authority will provide the Contractor with the Statement of Work for the Task Authorization and other instruction as may be necessary for the Contractor to provide its response, including a description of the deliverables, a schedule indicating completion dates for the major activities or submission dates for the deliverables and the applicable basis and method of payment (a "Request")

The Contractor shall, within 5 working days of receipt of a "Request", prepare its proposal in response.

The Contractor's Proposal must be based on the rates and on the conditions specified in section 13.0: Basis of Payment, and be itemized in sufficient detail to permit approval of the Task Authorization as well as measurement of the progress of work. The Contractor Proposal will include, as a minimum:

- (1) A description of the proposed approach/methodology;
- (2) The proposed schedule including a list of deliverables and delivery dates or Task milestones with estimated activity start date and completion date;
- (3) Labor and costs at all-inclusive hourly rates and costs as set out in section 15.0: Basis of Payment;
- (4) Sourcing (indicating if work is to be performed by the Contractor or a sub-contractor). Where the work is to be performed by a sub-contractor, the proposal will include price justification acceptable to Canada, including price breakdowns for all labor and materials cost;
- (5) Anticipated travel and living costs;
- (6) Customs Duties, Excise Taxes, Goods and Services or Harmonized Sales Taxes as separate line items;
- (7) Other price breakdowns and price support requested by Canada, including, subcontractor quotes and certifications, if so requested;
- (8) The Contractor must provide to Canada, within 15 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified herein; and

## ANNEX D – Robert Allan Ltd. Terms and Conditions

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- (9) The Contractor must not commence work until Canada authorizes it. The Contractor acknowledges that any work performed before the Task Authorization signed by Canada, will be done at the Contractor's own risk.

### 4.2.2 Change in the Work – Task Authorization

Any change to the Work of a Task Authorization must be authorized in writing by the Contracting Authority using the procedure specified in Article 5.0, and incorporated into a Task Authorization as a Task Authorization amendment.

Either Canada or the Contractor may propose a change to the Task.

Without limiting Canada's right to approve any change to the Work, the parties acknowledge that adjustments to cost and schedule are subject to agreement of the parties by Task Authorization amendment. For any agreed changes, the Contractor will not be paid more than the amount of the cost increase to the Contractor caused by the change, as substantiated by the Contractor, plus the profit, as specified in the Task Authorization.

The Contractor shall provide reasonable evidence of any increase in cost of a Task, which may include substantiation of:

- (1) The original cost to the Contractor of performing the Work of the applicable Task that is the subject of the change;
- (2) The amount of increase in that cost caused by the proposed change;
- (3) That the change and the cost of the change were not anticipated in the Contractor's Proposal for such Task;

The Contractor shall provide reasonable evidence of the impact of the change on the schedule of the work, including substantiation that the change is reasonable and that the impact on the schedule cannot reasonably be avoided or minimized.

Unless otherwise agreed by the parties in the Task authorization Amendment incorporating the change, the change shall be subject to the same basis and method of payment specified in the Task Authorization to which the amendment relates, including any adjustments contemplated by such Task Authorization.

In connection with a change to the work, the Contractor shall be entitled to a reasonable change as agreed to by both parties in the delivery dates specified in the schedule of the work that are affected by the change. Extension in a delivery date as a result of changes to the work must be agreed as part of the Task Authorization amendment.

## 5.0 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.

### 5.1 General Conditions, and Contract Cost Principles

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

### 5.2 Supplemental General Conditions

## ANNEX D – Robert Allan Ltd. Terms and Conditions

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

1031-2 (2012-07-16), Contract Cost Principles, apply to and form part of the Contract.

### 6.0 Security Requirements

There is no security requirement applicable to the Contract.

### 7.0 Acceptance and Delivery

#### 7.1 Acceptance

Technical monitoring and acceptance of the Contract Deliverables will be carried out by the Technical Authority (TA). The TA is the Canadian Coast Guard (CCG).

#### 7.2 Review Period for Documents

Upon receipt of each document(s) for review by the Inspection Authority and Technical Authority they will be reviewed for their content against the provisions of the Contract. Canada shall notify the Contractor in writing of any discrepancies or concerns within fifteen (15) working days of the receipt of the document.

#### 7.3 Delivery

All Contract Deliverables shall be sent to:

Department of Fisheries and Oceans Canada  
Canadian Coast Guard  
200 Kent Street, Ottawa, Ontario K1A 0E6  
Attention: CCG SAR Generic Mailbox ([SVP@dfo-mpo.gc.ca](mailto:SVP@dfo-mpo.gc.ca))

All contract deliverables must be delivered and accepted to the satisfaction of Canada within 38 weeks but no later than 18 months after Contract Award, dated (December 06, 2019).

### 8.0 Design Schedule

The Contractor is responsible for planning and scheduling the Work required herein. The Design Schedule shall be maintained and updated on a monthly basis and shall be presented to the Contracting Authority in accordance with the CDRL.

### 9.0 Term of Contract

#### 9.1 Period of the Contract

The period of the Contract is from date of Contract Award to 18 months after contract award date.

### 10.0 Authorities

#### 10.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Stéphane Deslauriers  
Title: Supply Specialist, Public Works and Government Services Canada,  
Acquisitions Branch, Marine Construction  
Address: 11 Laurier Street, Gatineau, QC K1A 0S5

## ANNEX D – Robert Allan Ltd. Terms and Conditions

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Telephone: 819-420-2899  
E-mail: stephane.deslauriers@tpsgc-pwgsc.gc.ca

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

### 10.2 Technical Authority

The Technical Authority for the Contract is:

Name: Alexander Jasen Webster  
Title: Small Vessel Portfolio Manager, Department of Fisheries and Oceans Canada  
Address: 200 Kent Street, Ottawa, Ontario K2P 1L5  
Telephone: 343-998-1452  
E-mail: alexander.webster@dfo-mpo.gc.ca

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

### 10.3 Inspection Authority

The Inspection Authority for the Contract is:

Name: William Andrews  
Title: Engineer Manager, Department of Fisheries and Oceans Canada  
Address: 200 Kent Street, Ottawa, Ontario K2P 1L5  
Telephone: (613) 286-7810  
E-mail: william.andrews@dfo-mpo.gc.ca

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.

### 10.4 Delegation

Each of the Authorities referred to above may from time to time delegate its responsibilities in whole or in part under this Contract and may act through its authorized representative. To be effective, such delegation shall be in writing specifying the nature and extent of the authority given, the name of the representative, with a copy delivered to the Contractor by the Contracting Authority, it being understood that a person to whom responsibilities have been delegated cannot further delegate such responsibilities.

### 10.5 Contractor Project Manager / Representative

The Contractor shall, by written notice to the Contracting Authority, designate the person or persons who may act on behalf of and with the authority of the Contractor under this Contract. The Contractor's designated person or persons shall have the right to delegate their authority and

## ANNEX D – Robert Allan Ltd. Terms and Conditions

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to act through their duly appointed representative. To be effective, such delegation shall be in writing specifying the nature and extent of the authority given, the name of the representative, with a copy delivered to Canada through the Contracting Authority, it being understood that a person to whom responsibilities have been delegated cannot further delegate such responsibilities.

Henry Reeve  
Senior Project Director  
Tel: (O) 604-736-9466 or (C) 778-986-4979  
Fax: No. 604-736-9483  
Email: hreeve@ral.ca

### 11.0 Proactive Disclosure of Contracts with Former Public Servants

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

### 12.0 Government Furnished

The following information is provided at Annex A

- NSFRV Concept of Operations and Mission Profiles, Appendix 4
- Baseline Requirements Document (BRD), Appendix 3
- Baseline Technical Design Package Developed by CCG, Appendix 5

### 13.0 Basis of Payment

There are two types of basis of payment for this contract. The eligible basis of payment are:

- a) Core Work
- b) Task Authorization

#### 13.1 Core Work

In consideration of the Contractor satisfactorily completing all of its obligations related to the Core Work portion of the Statement of Work, the Contractor will be paid as indicated in Schedule A. Customs duties are excluded and Applicable Taxes are extra.

No increase in total liability of Canada or in the price of the Core Work resulting from any design changes, modifications or interpretations of the Specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing by the Contracting Authority prior to their incorporation in the Work.

#### 13.2 Task Authorizations

Each Task Authorization agreed to by the parties shall specify which basis of payment applies to the Work to be completed under that particular Task Authorization. The eligible basis of payment for the Task Authorization are:

##### 13.2.1 Firm Fixed Price Task

- (1) In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid a firm unit prices as specified in the authorized TA. Customs duties are excluded and Applicable Taxes are extra.

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

### 13.2.2 Ceiling Price Task

- (1) In consideration of the Contractor satisfactorily completing all of its obligations under the Task, the Contractor will be paid its costs reasonably and properly incurred in the performance of the task, at the rates and on the conditions specified in Schedule A, up to the limitation of expenditure amount in the task, customs duty exempt, Goods and Services Tax or Harmonized Sales Tax extra, if applicable.
- (2) Canada will not pay the Contractor for any design changes, modifications or interpretations of the Tasks, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

## 14.0 Method of Payment

### 14.1 Milestone payment – Core Work

Milestone claims will be made on completion and acceptance by Canada of each milestone of the Core Work upon the following terms and conditions:

- (1) Milestone claims shall be completed in full on form PWGSC/TPSGC 1111 in accordance with the instructions specified herein. The forms may be obtained at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>
- (2) All certificates appearing on the reverse of the said form are to be signed by the respective persons indicated thereon or their delegate.
- (3) Each claim shall show as a minimum:
  - (i) Milestone number, Milestone title and amount currently claimed with a brief description;
  - (ii) Total of all previous claims against the Contract, the extensions of the total to date;
  - (iii) Applicable taxes being claimed;
  - (iv) Financial Code (FC) and Contract Number; and
  - (v) Any documentation required to substantiate the completion of the milestone.
- (4) The Contractor shall prepare the original and two (2) copies of the claim form PWGSC/TPSGC 1111 signed by a representative of the Company certifying that the Core Work to date has been completed. The claim shall be submitted to the Inspection Authority who will certify the claim and forward it to the Contracting Authority who in turn will authorize it and submit it to the Technical Authority for certification and payment.
- (5) The Milestones are detailed in Schedule B to the Contract. Milestones shall be claimed only when completed.
- (6) Payment by Canada to the Contractor for the Core Work shall be made:

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- (i) In the case of a Milestone Payment other than the final payment, within thirty (30) calendar days following the date of receipt of a duly completed milestone claim on form PWGSC/TPSGC 1111.
- (ii) The Contracting Authority may, at its sole discretion, release a partial Milestone payment if a Milestone has been substantially completed. The portion of any such payment not released shall be proportionate to the Work of the Milestone not yet completed.
- (iii) If Canada has any objection to the form of the claim, within fifteen (15) working days of its receipt Canada shall notify the Contractor of the nature of the objection. "Form of the claim" means a claim which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) calendar days will only result in the date specified in subparagraph a) and b) of the clause to apply for the sole purpose of calculating interest on overdue accounts.
- (iv) A Contractor shall be required to submit completed quality assurance documentation with each claim for payment.

### 14.2 Progress payments – Tasks

Progress payments will be made not more frequently than once a month, upon the following terms and conditions:

- (1) Progress claims must be completed in full, on form PWGSC-TPSGC 1111, Claim for Progress Payment (<http://www.pwgsc.gc.ca/acquisitions/text/forms/forms-e.html>) and submitted to Canada in accordance with the invoicing instructions specified herein;
- (2) All the certificates appearing on the said form are to be signed by the respective persons indicated thereon or their delegate, and;
- (3) Payments will be made up to 90 percent of the claimed amounts approved by Canada but in no event will cumulative payments exceed 90 percent of the total to be paid by Canada under the task.

Each claim must show the following:

- (1) expenditures plus pro-rated profit or fee if applicable or, alternatively, the value of milestones during the claim period by line item as detailed in the payment terms of the task;
- (2) less holdback at 10 percent, calculated on the amount in (3) above;
- (3) total of all previous claims against the task;
- (4) Goods and Services Tax or Harmonized Sales Tax, as applicable.

The balance of the amount payable will be paid upon satisfactory completion of the task or in the case of unit price contracts upon the delivery and acceptance of each unit, provided that a final claim for such payment is submitted.

If specified herein, the form PWGSC-TPSGC 1111 must be accompanied by the required copies of monthly progress reports.

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The Contractor must prepare and certify an original and one (1) hard copy of its claim on form PWGSC-TPSGC 1111 and forward it to the Contracting Authority. The Contractor shall send electronic copies of its submitted form PWGSC-TPSGC 1111, to the following persons:

- (1) Technical Authority; and
- (2) Inspection Authority.

Progress payments are to be regarded as interim payments only and Canada will have the right to conduct interim cost/time verifications or audits and to make adjustments from time to time during the performance of the Work. Any overpayment resulting from such progress payments or otherwise must be refunded promptly to Canada.

Payment by Canada to the Contractor for the Work will be made:

- (1) In the case of a progress payment other than the final payment, within thirty (30) days following the date of receipt of a duly completed form PWGSC-TPSGC 1111;
- (2) In the case of a final payment, within thirty (30) days following the date of receipt of the duly completed final form PWGSC-TPSGC 1111, or within thirty (30) days following the date on which the task is completed, whichever date is the later.

If Canada has any objection to the form of the progress claim, within fifteen (15) days of its receipt, Canada will notify the Contractor of the nature of the objection. "Form of the claim" means a claim that contains or is accompanied by such substantiating documentation, as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in subsection 7 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

### **15.0 Discretionary Audit - SACC Manual clause C0705C, (2010-01-11)**

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

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

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

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### 16.0 Limitation of Expenditure

Canada's total liability under this Contract shall not exceed \$1,200,000.00, Goods and Services Tax or Harmonized Sales Tax (GST/HST) extra, as appropriate.

No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any Work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority.

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

### 17.0 Liens - Section 427 of the Bank Act - SACC Manual clause H4500C, (2010-01-11)

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

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

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

### 18.0 Deduction and Set-Off

Canada may, from time to time, set off against or deduct from any claim for payment by the Contractor any amount which, according to the terms of this Contract, is due to Canada by the Contractor.

Any amount which, according to the terms of this Contract, is due to Canada by the Contractor is payable when it is due.

### 19.0 Certifications and Additional Information

#### 19.1 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.

#### 19.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

### 20.0 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British-Columbia (BC).

### 21.0 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.

- 1) Articles of Agreement including Schedules "A" and "B";
- 2) Supplemental General Conditions 4006 - Contractor to Own Intellectual Property Rights in Foreground Information (2010-08-16);
- 3) Supplemental General Conditions 1031-2 - Contract Cost Principles (2012-07-16);
- 4) General Conditions 2010B General Conditions – Professional Services (Medium Complexity - Services (2018-06-21);
- 5) Annex "A" - Canadian Coast Guard - Statement of Work Final Rev 2, and DID package;
- 6) Annex "B" - Insurance Requirements;
- 7) Annex "C" - Federal Contractors Program For Employment Equity – Certification
- 8) A signed Task Authorization including the attached statement of work and the Contractor's Proposal.

### 22.0 Dispute Resolution Clause

The parties agree to follow the procedures below for the settlement of any disputes which may arise throughout the life of this Contract prior to seeking redress through court procedures:

- (1) Disputes arising from this Contract will in the first instance be resolved by the Contracting Authority and the Contractor's Contract Administrator within fifteen (15) working days or such additional time as may be agreed to by both parties.
- (2) Failing resolution under (a) above, the Manager of the Marine Construction (MC) of the Marine Systems Directorate at PWGSC and the Contractor's Representative Supervisor will attempt to resolve the dispute within an additional fifteen (15) working days.
- (3) Failing resolution under (a) or (b) above, the Senior Director of the Marine Systems Directorate at PWGSC, and the Contractor's Senior Management will attempt to resolve the dispute within an additional thirty (30) working days.
- (4) Notwithstanding the above procedure, either party may seek a decision through the courts at any time during the dispute.

### 23.0 Insurance Requirement

The Contractor must comply with the insurance requirements specified in Annex "B". The Contractor must maintain the required insurance coverage for the duration of the Contract.

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Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

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

### **24.0 Limitation of Contractor's Liability for Damages to Canada**

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.

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 \$2,000,000.00 per occurrence. This limitation of the Contractor's liability does not apply to:

- (1) any infringement of intellectual property rights; or
- (2) any breach of warranty obligations.

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.

### **25.0 Project Management**

The Contractor must submit a Project Management Plan and additional key project management documents and maintain these documents throughout the Work. As a minimum, the following documents shall be submitted in accordance with the schedule identified in the CDRL to demonstrate the Contractor's approach to project management of the Work. Minimum content and format requirements for each deliverable are defined in the applicable DID:

- (1) DID M-001 Project Management Plan
- (2) DID M-002 Master Plan and Schedule

### **26.0 Meetings**

The Contractor must propose the times and provide the materials and services required for the conduct of all meetings. Meetings must be held on mutually agreed upon dates. Meetings may be

## ANNEX D – Robert Allan Ltd. Terms and Conditions

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held face-to-face, via phone/teleconference/teleconference or via video conference, as agreed upon between Canada and the Contractor.

Urgent matters arising outside of normally scheduled meetings that require the immediate attention of Canada must be brought to the attention of Canada by the Contractor.

While there will be no formal phase closeout meetings, the Contractor should anticipate extra effort and an extended duration for Progress Review Meetings/Technical Review Meetings (PRMs/TRMs) that coincide with the formal closeout of each design phase.

At the request of Canada, the Contractor must arrange meetings to discuss the development of the design. The intent of these meetings will allow Canada, the Contractor, and the OEM(s) and/or Vendor(s) to discuss development of the design.

### 26.1 Kick-off meeting

The Contractor must convene an initial kick-off meeting within 14 days of Contract award. The purpose of this meeting is to formally mark the start of the Work.

The Contractor shall also use this meeting to review the CDRL to confirm the status of which DIDs with an initial submission of “as required” that it proposes as requiring updating.

### 26.2 Progress Review and Technical Meetings

The Contractor must convene progress review meetings (PRM) in accordance with **DID M-007 Project Progress Review Meeting** to be held via teleconference or in person at the Contractor’s facilities. The purpose of the PRMs is to discuss cost, schedule, quality, progress, risks, issues and any other topics that affect the conduct of the Work. The PRM attendees from Canada will include the Contracting Authority, Technical Authority, and Inspection Authority and other attendees as indicated by Canada. The date for the PRM must be confirmed with Canada at least ten (10) Business Days prior to the meeting.

The Contractor must present the Progress Report at each PRM in accordance with the requirements of **DID M-005 Progress Report**. Presentations from other meetings, included as attachments to the Progress Report need not be presented at the PRM.

The Contractor must convene technical review meetings (TRM) in accordance with **DID M-006 Technical Progress Review Meeting**. TRMs may be held by teleconference or in person at the Contractor’s facility. The purpose of the TRMs is to discuss and resolve any technical issues with the design, system engineering, construction, integrated logistics support (ILS) and any other technical issues that affect the progress of the Work. Canada’s participants for the TRM must include the Contracting Authority, Technical Authority, Inspection Authority, and other attendees as indicated by Canada. The date for the TRM must be confirmed with Canada at least ten (10) Business Days prior to the meeting.

Wherever possible the PRMs and TRMs will be held together and co-chaired by the Contracting and Technical Authorities. The Contractor shall record the minutes of all meetings, and include as a minimum discussion items, records of decisions, all action items, risk items, and a record of conclusions reached at the Meetings. The Contractor will distribute a draft of all minutes to the Contracting Authority, and Technical Authority for review and comment of Canada prior to issuing the final version. The Minutes shall be signed as accepted by the Contractor, Contracting Authority, and Technical Authority once comments are incorporated to the satisfaction of the Contracting Authority.

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### 27.0 Goods and Services Tax / Harmonized Sales Tax

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

### 28.0 Failure to Deliver

Failure to deliver by the date(s) specified in the Contract will prejudice Canada.

Delivery is an essential part of this contract. Except for excusable delays Section 08 of 2010B General Conditions - Higher Complexity - Goods, failure to deliver by the date(s) specified in this Contract will prejudice the Government of Canada and will, at the Government of Canada's discretion, entail either:

- (1) Contract Termination in accordance with 2010B General Conditions 24 (Default by the Contractor); or
- (2) Consideration for Contract Amendment. Delivery date(s) will not be extended without consideration being provided by the Contractor in the form of adjustment to the price, warranty, quantity and / or service to be provided.

## ANNEX E COIN TOSS AGREEMENT

**THIS AGREEMENT** made this  [insert day]  day of [insert month] , 2020 by and between

[insert full legal name] ("Respondent 1")

and

[insert full legal name] ("Respondent 2")

and

Her Majesty the Queen in Right of Canada, as represented by the Minister of Public Works and Government Services ("Canada").

**WHEREAS**, both Respondents submitted responses to the .....the highest ranked response for the Requirement under Solicitation (?) No. .... (describe goods/services) ("the Project").

**AND WHEREAS**, both Respondents submitted a response and both responses were identical pursuant to the Basis of Selection.

**NOW THEREFORE**, in consideration of the payment of the sum of one dollar (\$1.00) to the Respondents by Canada, the receipt and sufficiency of which is hereby acknowledged, Respondent 1 and Respondent 2 and Canada hereby covenant and agree as follows:

1. The determination of which of Respondent 1 or Respondent 2 will be awarded the contract will be by way of a single coin toss (the "coin toss").
2. The coin toss will be conducted pursuant to the instructions contained in the document entitled "Coin Toss Instructions" and attached as Schedule A to this Agreement.
3. Mr. [or Mrs.] [insert full name] , [job title], employed with Innovation, Science and Economic Development Canada, will execute the coin toss. In the event that [insert full name] is unable or otherwise unavailable to execute the coin toss, Mr. [or Mrs.] [insert full name] ,[job title], employed with Innovation, Science and Economic Development Canada, will execute the coin toss.

4. If the result of the coin toss is heads, the bid which listed [insert name of one Respondent] as supplier will be awarded the contract and if the result of the coin toss is tails, the bid which listed [insert name of other Respondent] as supplier will be awarded the contract.
5. Respondent 1 and Respondent 2 hereby release Canada from any and all claims arising from or relating to the coin toss and subsequent contract award. Respondent 1 and Respondent 2 will indemnify Canada against any and all claims which Respondent 1 and Respondent 2 or anyone else may make arising out of or connected in any way with the coin toss and subsequent contract award.

**IN WITNESS WHEREOF**, Respondent 1 and Respondent 2 and Canada hereto have caused this agreement to be executed by their duly authorized representatives as of this [insert day] day of [insert month] , 2020.

**HER MAJESTY THE QUEEN in Right of  
Canada, as represented by the Minister of  
Public Works and Government Services**

Per: \_\_\_\_\_

Name:

Title:

**RESPONDENT 1**

Per: \_\_\_\_\_

Name:

Title:

I/We have the authority to bind the  
Corporation

**RESPONDENT 2**

Per: \_\_\_\_\_

Name:

Title:

I/We have the authority to bind the Corporation

## **COIN TOSS INSTRUCTIONS** excerpt from Wikipedia (13 Feb 2017)

### Coin flipping

From Wikipedia, the free encyclopedia

Coin flipping, coin tossing or heads or tails is the practice of throwing a coin in the air to choose between two alternatives, sometimes to resolve a dispute between two parties. It is a form of sortation which inherently has only two possible and equally likely outcomes.

### Process

During a coin toss, the coin is thrown into the air such that it rotates edge-over-edge several times. Either beforehand or when the coin is in the air, an interested party calls "heads" or "tails", indicating which side of the coin that party is choosing. The other party is assigned the opposite side. Depending on custom, the coin may be caught; caught and inverted; or allowed to land on the ground. When the coin comes to rest, the toss is complete and the party who called correctly or was assigned the upper side is declared the winner.

It is possible for a coin to land on its edge, usually by landing up against an object (such as a shoe) or by getting stuck in the ground (as famously happened during the December 8, 2013 NFL match up between the Philadelphia Eagles and Detroit Lions, which took place during a heavy snowstorm). However, even on a flat surface it is possible for a coin to land on its edge, with a chance of about 1 in 6000. Angular momentum typically prevents most coins from landing on their edges unsupported if flipped. Such cases in which a coin does land on its edge are exceptionally rare and in most cases the coin is simply re-flipped.

The coin may be any type as long as it has two distinct sides; it need not be a circulating coin as such. Larger coins tend to be more popular than smaller ones. Most high-profile coin tosses use custom-made ceremonial medallions.

Coin tossing is a simple and unbiased way of settling a dispute or deciding between two or more arbitrary options. In a game theoretic analysis it provides even odds to both sides involved, requiring little effort and preventing the dispute from escalating into a struggle.