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**RETOURNER LES SOUMISSIONS À:**

Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**LETTER OF INTEREST**

**LETTRE D'INTÉRÊT**

Comments - Commentaires

<b>Title - Sujet</b> Nav Arch and Marine Eng. Services Nav Arch and Marine Engineering Services	
<b>Solicitation No. - N° de l'invitation</b> F7044-190233/B	<b>Date</b> 2020-11-24
<b>Client Reference No. - N° de référence du client</b> F7044-190233	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$MC-037-27992
<b>File No. - N° de dossier</b> 037mc.F7044-190233	<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> Eastern Standard Time EST <b>on - le 2021-02-26</b> Heure Normale du l'Est HNE	
<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> Gandolfini, Gianmarco	<b>Buyer Id - Id de l'acheteur</b> 037mc
<b>Telephone No. - N° de téléphone</b> (819) 271-6136 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS ATT: Grace Di Cesare 200 KENT ST STN. 7W-064 . OTTAWA Ontario K1A0E6 Canada	

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

**Issuing Office - Bureau de distribution**

Ship Construction, Refit and Related  
Services/Construction navale, Radoubs et services  
connexes

11 Laurier St. / 11, rue Laurier

6C2, Place du Portage

Gatineau

Québec

K1A 0S5



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
2	Engineering Support Services	F7044	F7044	1	Each	\$	\$	See Herein – Voir ci-inclus	

## **Request for Information (RFI)**

This Request for Information (RFI) is to engage industry for the procurement of naval architecture and marine engineering services for the Canadian Coast Guard (CCG) for conversions, major refits, midlife modernizations (MLMs), and vessel life extensions (VLEs).

After a successful first round with industry in July 2020 we are now ready to re-engage Industry seeking feedback on the DRAFT Request for Proposal (RFP) Documents for Engineering Support Services.

## **One-on-One Session**

All interested naval architecture and marine engineering firms having capabilities in all 3 disciplines of naval architecture, marine/mechanical engineering, and electrical engineering are welcome to participate in the consultative one-on-one sessions via videoconference.

All industry consultations will be documented and this information is subject to the Access to Information Act. Canada shall not reveal any designated proprietary information to third parties.

Participants are encouraged to provide representatives that can speak to the technical/contractual aspects of the process.

## **Purpose of the Consultative Process**

The overall approach to developing the final RFP is anticipated to consist of the release of a draft RFP for industry feedback and the final one-on-one industry consultations.

This final session will allow industry to provide input on all aspects of the procurement including the basis of payment, selection methodology, Statement of Work and evaluation of bids (technical and financial). The combination of CCG's operational needs and the feedback provided by industry is essential to the writing of the final technical requirements as they evolve prior to release of the final RFP.

## **Round 1 Industry Consultation**

Round 1 completed July 2020.

## **Round 2 Industry Consultation**

A Draft RFP is included in this RFI and released on the buyandsell website for comments from industry. Round 2 will provide Canada and industry a final chance to discuss the documentation prior to the release of the Final RFP.

Round 2 consultations are necessary to allow a review of all RFP documents in their draft form. Throughout the document, we have highlighted questions to industry in **yellow** and are included in Attachment 2.

Please note that respondents are encouraged to send the responses to the questions in Attachment 2, prior to the one-on-one session.

### **Estimated Schedule**

The target date for the release of the Final RFP is winter 2020-2021. However, circumstances around Covid-19 may impact this schedule. If the schedule does shift, it will be communicated to respondents to the RFI.

### **Supporting Documentation**

Any additional documents will be provided through amendment to this solicitation and will be made available on [www.buyandsell.gc.ca](http://www.buyandsell.gc.ca)

### **Follow-up communication**

Respondents expressing interest in participating in the sessions will be invited to participate in the one-on-one consultation session. Parties interested in bidding on the final RFP are not required to participate in the sessions.

### **Nature and Format of Responses Requested**

Respondents are requested to contact the Public Services and Procurement Canada (PSPC) Contracting Authority to confirm their interest in participating in the industry consultation session and to provide **3** preferred date(s) and time for their one-on-one session.

Please note the sessions should be held from December 7<sup>th</sup> to December 18<sup>th</sup>. There will be **2 sessions per day**, one at **9:15am** and one at **1:15pm** (Eastern Standard Time).

Respondents are also requested to provide any feedback, comments or concerns they may have to this RFI. Respondents can also provide comments regarding the content, format, and/or organization of any draft documents included in this RFI.

This document is not a bid solicitation. This Request for Information (RFI) will not result in the award of any contract. As a result, potential suppliers of any goods or services described in this RFI should not reserve stock or facilities, nor allocate resources, as a result of any information contained in this RFI. Nor will this RFI result in the creation of any source list.

The procurement of any goods or services described in this RFI will not necessarily follow this RFI.

### **Response Costs**

Canada will not reimburse any respondent for expenses incurred in responding to this RFI. Respondents will have no claim for damages, compensation, loss of profit, or allowance arising out of providing answers and comments to the attached.

### **Security Requirement**

There is no security requirements associated with responding to this RFI.

### **Treatment of information gathered from the consultation sessions**

Review Team: A review team composed of representatives of the PSPC and CCG Integrated Technical Services, Marine Engineering (ME) personnel will form the primary team for the

consultations. Canada reserves the right to hire any independent consultant, or use any Government resources that it considers necessary to review any response.

Confidentiality: Respondents should mark any portions of their response that they consider proprietary or confidential. Canada will handle the responses in accordance with the *Access to Information Act*.

### **Fairness Monitor**

Canada has engaged Raymond Chabot Grant Thornton Consulting Inc as a fairness monitor for this procurement.

### **Contents of this RFI**

This RFI contains the following attached document(s):

1. DRAFT RFP - Attachment 1
  - a. Annex A – Statement of Work
  - b. Annex B – Financial Evaluation Plan
  - c. Annex C – Technical Evaluation Plan
  - d. Annex D – Vessel Bundle Preferences
  - e. Annex E – Electronic Payment Instruments
  - f. Annex F – Federal Contractor’s Program for employment equity - Certification
2. Questions for respondents – Attachment 2

### **Enquiries**

All communications regarding this RFI must be directed to the Contracting Authority to ensure fair and transparent treatment of all respondents. Because this is not a bid solicitation, Canada may not necessarily respond to enquiries in writing or by circulating answers to all potential respondents.

Contracting Authority: Gianmarco Gandolfini

[Gianmarco.Gandolfini@tpsgc-pwgsc.gc.ca](mailto:Gianmarco.Gandolfini@tpsgc-pwgsc.gc.ca)

### **Registration**

Respondents wishing to attend the one-on-one Sessions via videoconference (Microsoft Teams) are to register by notifying the PSPC Contract Authority identified herein, electronically by email no later than **December 4, 2020**. Respondents should include 3 preferred meeting time slots between December 7, 2020 to December 18, 2020 (9:15am and 1:15pm EST). Sessions will be scheduled on a first come first served basis.

In the subject line, respondents should clearly indicate the project name and solicitation reference number as follows:

“Engineering Support Services RFI F7044-190233”

Participants must identify themselves by their legal name, corporate address, the names of representatives attending and their respective title, office address, telephone number(s) and e-mail address. By providing the above information, the respondents consent to the release of this

information to the public. Call-in or videoconference co-ordinates, for those wishing to participate in a video/teleconference can be provided 24 hours prior to the Session Date.

**REQUEST FOR PROPOSAL (RFP) FOR ENGINEERING SUPPORT SERVICES  
FOR THE CANADIAN COAST GUARD (CCG)**

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**PART 1 - GENERAL INFORMATION****1.1 Security Requirements**

There is no security requirement applicable to the Request for Proposal.

**1.2 Summary**

**\*PLEASE NOTE THAT THIS REQUEST FOR PROPOSAL WILL RESULT IN UP TO THREE SEPARATE CONTRACTS, DETAILS ON THE BASIS OF SELECTION IS INCLUDED IN PART 4, 4.2 BASIS OF SELECTION.**

The objective of the Engineering Services Support (ESS) contract(s) is to secure additional support from up to three naval architecture and marine engineering firms to support Integrated Technical Services (branch within Canadian Coast Guard) personnel with the engineering and design work for midlife modernizations, major refits, conversions, and vessel life extensions to keep its fleet operational.

**1.3 Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

**1.4 Comprehensive Land Claims Agreement(s)****1.4.1 Deliveries to Locations Excluding CLCAs**

The Request for Proposal (RFP) is to establish contract(s) for the delivery of the requirement detailed in the RFP to Canadian Coast Guard across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting contract(s).

**1.5 Trade Agreements**

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

**1.6 General Information****1.6.1 Phased Bid Compliance Process**

The Phased Bid Compliance Process applies to this requirement.

**1.7 Debriefings**

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

**1.8 Canadian Content**

This procurement is limited to Canadian services.

**1.9 epost Connect service**

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

If we limit the submission of bids to only epost, would this impact your ability to provide a bid? Impact to Article 3.1 Bid Preparation Instructions.

## **PART 2 - BIDDER INSTRUCTIONS**

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

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

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

The [2003](#) 2020-05-28 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days  
Insert: 180 days

#### **2.1.1 SACC Manual Clauses**

A7035T (2007-05-25) List of Proposed Subcontractors

### **2.2 Submission of Bids**

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

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

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

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

#### **2.2.1 Improvement of Requirement during Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### 2.3 Former Public Servant

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

#### Definitions

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

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

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

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

#### Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

## **2.4 Enquiries - Bid Solicitation**

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

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

## **2.5 Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory

specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## 2.6 Basis for Canada's Ownership of Intellectual Property

The Canadian Coast Guard has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts: Where the Foreground IP consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

Refer to Article 6.3.2 Supplemental General Conditions for questions regarding IP ownership. Canada is considering owning the rights to the Foreground intellectual property for copyright reasons, how would industry deal with IP if it were Contractor owned?

## 2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

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

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

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

Section I: Technical Bid (3 hard copies and 1 soft copy on USB Key)  
Section II: Financial Bid (2 hard copies and 1 soft copy on USB Key)  
Section III: Certifications (3 hard copies and 1 soft copy on USB Key)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

## **Section I: Technical Bid**

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

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

3.1.2 Mandatory and point rated technical evaluation criteria are included in Annex C.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Financial Evaluation Plan in Annex B.

### **3.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex E Electronic Payment Instruments, to identify which ones are accepted.

If Annex E Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.3 Exchange Rate Fluctuation**

[C3011T](#) 2013-11-06, Exchange Rate Fluctuation

## **Section III: Certifications**

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) Canada will use the Phased Bid Compliance Process described below.

#### **4.1.1 Phased Bid Compliance Process**

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

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

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed

received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

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

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

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

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory

minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid

- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

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

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

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

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

4.1.2.1.1 The mandatory and rated technical requirements are included in Annex C.

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

#### **4.1.3 Financial Evaluation**

*SACC Manual* Clause [A0220T](#) 2014-06-26, Evaluation of Price-Bid

#### **4.2 Basis of Selection**

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

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of **TBD** points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of **TBD** points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
8. Process for selection in the event of identical Total Bidder Scores
  - (a) The bid with the highest Total Technical Score will become the top-ranked bidder.
  - (b) If two or more Bidders are still tied after (a) above, then the highest point rated score obtained on Rated Technical Criterion 1 will determine the top-ranked Bidder.
  - (c) If two or more Bidders are still tied after 8 (b) above, then a “coin flip” method will be used to determine the top-ranked Bidder.
9. A maximum of up to three contract(s) may be awarded in total to the top 3 ranked Bidders as a result of this solicitation.
  - (a) The three responsive bids with the highest combined rating of technical merit and price will be recommended for award of a contract. Canada will make the final determination, at its discretion, which of the three responsive bids is recommended for each of the three resulting contracts (detailed in SOW).
  - (b) The Bidders should list their first, second and third preference in bundles. Canada will consider the preferences stated in bid proposal under Annex G – Vessel Bundle Preferences.
    - i. The highest scoring responsive bid will be awarded their first preference of Vessel Bundle (Appendix 1 of the SOW)
    - ii. The second highest responsive bid will be awarded highest preference of Vessel Bundle of remaining 2 bundles (Appendix 1 of the SOW)
    - iii. The third highest responsive bid will be awarded the remaining Vessel Bundle (Appendix 1 of the SOW)
10. In the event that the evaluation shows two responsive bidders
  - 10.1 Work to be distributed between the two responsive bidders as Canada sees fit.
11. In the event that the evaluation shows one responsive bidder
  - 11.1 All work will be awarded to the successful Bidder.

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

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>			
	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>

<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
<b>Combined Rating</b>		84.18	73.15	77.70
<b>Overall Rating</b>		1st	3rd	2nd

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

#### 5.1.2 Additional Certifications Required with the Bid

##### 5.1.2.1 Canadian Content Certification

Instructions to Bidders / Contractors

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the [Supply Manual](#).

**5.1.2.2** *SACC Manual* clause [A3050T](#) 2020-07-01 Canadian Content Definition

## **5.2 Certifications Precedent to Contract Award and Additional Information**

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

### **5.2.1 Integrity Provisions – Required Documentation**

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

### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## **PART 6 - RESULTING CONTRACT CLAUSES**

*[Delete this title and the following sentence at contract award](#)*

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

### **6.1 Security Requirements**

**6.1.1** There is no security requirement applicable to the Contract.

## 6.2 Statement of Work

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

## 6.3 Task Authorization

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

### 6.3.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex X.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within TBD 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 in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### 6.3.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$ TBD, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

### 6.3.3 Canada's Obligation - Portion of the Work - Task Authorizations

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.

### 6.3.4 Reports

The Contractor shall submit a bi-monthly status activity report to the Project Authority and Contracting Authority in support of the bi-monthly progress claim. The bi-monthly status report shall be in accordance with the requirements listed in the SOW.

## 6.4 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.

### 6.4.1 General Conditions

2035 (2020-05-28), General Conditions - General Conditions - Higher Complexity – Services apply to and form part of the Contract.

#### **6.4.2 Supplemental General Conditions**

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

**Discussion about Supplemental General Conditions 4007 vs 4006.**

### **6.5 Term of Contract**

#### **6.5.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2024 inclusive.

#### **6.5.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 2 year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**How would the Contractor forecast price for the optional periods? Is the optional period reasonable?**

#### **6.5.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Contract.

### **6.6 Authorities**

#### **6.6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Directorate: \_\_\_\_\_  
 Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_\_\_\_ \_\_\_\_  
 Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_  
 E-mail address: \_\_\_\_\_

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

### 6.6.2 Project Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

### 6.6.3 Contractor's Representative

*Fill in or delete as applicable*

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

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

### 6.8 Payment

#### 6.8.1 Basis of Payment

TBD

Refer to Annex B for Payment and financial evaluation related questions.

#### 6.8.2 Limitation of Expenditure

Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ TBD . Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

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

### **6.8.3 Progress Payments**

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 100 percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. the amount claimed is in accordance with the basis of payment;
  - c. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract for each task; The remaining 10 percent is payable after issuance of task Certificate of Compliance. A Certificate of Compliance Template is attached in Annex "X";
  - d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

### **6.8.4 SACC Manual Clauses**

[C0705C](#) (2010-01-11), Discretionary Audit

### **6.8.5 Electronic Payment of Invoices – Contract**

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);

### **6.9 Invoicing Instructions Invoicing Instructions - Progress Payment Claim - Supporting Documentation required**

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.  
Each claim must show:
  - a. all information required on form [PWGSC-TPSGC 1111](#);
  - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
  - c. a list of all expenses;
  - d. expenditures plus pro-rated profit or fee;
  - e. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;

- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
  - c. a copy of the bi-monthly progress report.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
  3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.  
The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
  4. The Contractor must not submit claims until all work identified in the claim is completed.

## 6.10 Certifications and Additional Information

### 6.10.1 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.

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

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

### 6.10.3 SACC Manual Clauses

[A3060C](#) 2008-05-12 Canadian Content Certification

## 6.11 Applicable Laws

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

## 6.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions \_\_\_\_\_ (*insert number, date and title*);
- (c) the general conditions \_\_\_\_\_ (*insert number, date and title*);
- (d) Annex X, Statement of Work **OR** Requirement;
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "*as clarified on \_\_\_\_\_" **or** "*as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)*)

### **6.13 Insurance – Specific Requirements**

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

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

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

### **6.15 Access to facilities and equipment**

B9028C (2007-05-25) Access to Facilities and Equipment

### **6.16 Inspection and acceptance**

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

### **6.17 Place of Work**

Normally the work will be performed in the Contractor's own place of business or offices. Provision will be made for the Contractor to have access to classified/sensitive material as required. Otherwise, if possible, facilities will be provided as necessary by the Technical Authority.

All drawings, reports, data, documents, or materials produced by the Contractor in providing the specified services shall become the property of Canada, and shall not be released to any person or agency without the express permission of the applicable Project Authority.

The Project Authority or other authorized departmental government representative shall have access at all times to the work and to the plant or premises where any part of the work is being performed.

#### **6.18 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

**ANNEX A - STATEMENT OF WORK**

**Attached herein**

**ANNEX B - FINANCIAL EVALUATION PLAN**

Key information the ESS team would like to gather from this draft solicitation/industry consultation is related to the Financial Evaluation.

Discussion of options with Industry:

**1. One-off tasks:**

Tasks	Ceiling price for initial period		Ceiling price for 1 <sup>st</sup> Option Period		Ceiling price for 2 <sup>nd</sup> Option Period		Ceiling price for 3 <sup>rd</sup> Option Period	
	Small Vessel (SAR)	Large Vessel (HIB)	Small Vessel (SAR)	Large Vessel (HIB)	Small Vessel (SAR)	Large Vessel (HIB)	Small Vessel (SAR)	Large Vessel (HIB)
Electrical Load Analysis								
Vessel condition assessment								
Propulsion options analysis								
Weight estimate								
Etc.								

Bidder to provide a ceiling price for each one-off tasks for a large and small vessel for all the periods of the contract.

Impact during contract: For vessels needing engineering work, the Contractor will submit a price proposal (cost breakdown) for each one-off tasks. The price would not surpass the ceiling price provided with the bid.

As the one-off tasks will be needed for every vessel engineering project, would it be possible for the bidders to determine/bid a ceiling price for each task?

**2. Iterative tasks:**

Period	Blended Hourly Rate (BHR) of all levels of resources								
	Initial Period			1 <sup>st</sup> Option Period			2 <sup>nd</sup> Option Period		
	Engineer	Technologist	Support staff	Engineer	Technologist	Support staff	Engineer	Technologist	Support staff
Options analyses									
Developing vessel, system, and/or equipment level technical specifications									
Operational analyses									
Feasibility studies									
Etc.									

For the iterative tasks the Bidder will put together resources that will perform the work. Price proposal will include a Blended Hourly Rate (BHR) for all levels of engineers, a BHR for all levels of technologists and a BHR for support staff.

The all-inclusive blended hourly labour rates include all overhead, general administrative costs and profit. The all-inclusive hourly labour rates apply to Work performed by the Contractor and its subcontractors.

Impact during contract: the Contractor will submit a price proposal (cost breakdown with BHR) for all iterative tasks submitted by CCG. Additional Work Requirements will also use the BHR for costing.

Please comment on the having 3 BHRs (engineers, technologists and support staff).

Are there other way we can separate resources?

Are there other resource categories that should be added?

One option we would be interested in exploring/discussing is the idea of:

- Phase 1: technical evaluation and

- Phase 2: Negotiation of resource category rates with the 3 highest scoring compliant Contractors.

### 3. Specialty Work (subcontract)

- a. 3D scan
- b. Condition assessment

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at laid-down cost with 2% mark-up, upon submission of an itemized statement supported by receipt vouchers.

Are there other tasks that are usually subcontracted out?

### 4. Project Manager – Firm Monthly Fee

- a. Project management plans
- b. Schedules
- c. Bi-monthly status report
- d. Point of Contact for the Contractor (answers queries from the Project Authority, Technical Authority and Contracting Authority)

Bidder to provide a monthly fee for a full time project manager.

Is it reasonable to have a PM involved as a contact for each work bundle/contract? And would this PM be a full time resource?

### 5. Technical Data Package (Drawings) – Firm Unit Price

Bidder to provide a firm unit price for each drawing required.

Please comment on using firm unit pricing for each drawing required for the Technical Data Package.

### 6. Travel and living – Costs reimbursed with no profit

7. Any other ways to capture costs?

8. What costs can evaluated equally/fairly?

### ANNEX C - TECHNICAL EVALUATION PLAN

**The Criteria and associated descriptions for each point weighting are notional and for discussion purposes at this point. The layout is a skeleton outline and will be fleshed out for the final.**

Where the term 'in-house' is used, this means that the Contractor's organization retains expertise in all these areas rather than having to sub-contract them out.

#### Technical Mandatory Criteria

**1. The Bidder has a marine/mechanical engineering team in-house.**

*Identify team, provide individual resumes and corporate resume for marine/mech eng work. A team will have to consist of a blend of advanced, intermediate, and junior personnel, and can blend engineers and technologists. Emphasis will be on the grouped/collective output of the team. Format requested will likely be a resume style presentation showing projects over last 5 years for the team.*

**2. The Bidder has an electrical engineering team in-house.**

*Identify team, provide individual resumes and corporate resume for electrical eng work. A team will have to consist of a blend of advanced, intermediate, and junior personnel, and can blend engineers and technologists. Emphasis will be on the grouped/collective output of the team. Format requested will likely be a resume style presentation showing projects over last 5 years for the team.*

**3. The Bidder has a naval architecture team in-house.**

*Identify team, provide individual resumes and corporate resume for nav arch work. A team will have to consist of a blend of advanced, intermediate, and junior personnel, and can blend engineers and technologists. Emphasis will be on the grouped/collective output of the team. Format requested will likely be a resume style presentation showing projects over last 5 years for the team.*

➤ Proof for the above will be further laid out for the final RFP.

**4. The Bidder has experience serving as the lead engineering firm providing or coordinating engineering work in the design and specification development phase and supporting the client during the execution of one (1) VLE/MLM, conversion or major refit where they have provided naval architecture arch, marine/mechanical engineering, and electrical engineering services in the last 5 years.**

Fail	Pass
No evidence or insufficient evidence provided.	The Bidder provides a WBS and lists the team break down by 3 engineering disciplines plus PM plus admin staff and identifies the specific resourcing categories by individual (i.e. the blend of

	personnel by job title)..
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**Note:** For each project/contract relied upon to demonstrate experience, 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 the vessel owner
- b) Vessel description
- 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.

And, most importantly:

6. For proof of delivery or installation, copies of bills of sale or regulatory documentation. Sensitive or confidential information may be redacted/blacked out as appropriate. *Note: proprietary of confidential information may be redacted from samples. However, the onus remains on the bidder to provide sufficient information to demonstrate the work was completed, as per the maturity defined in the specific criteria.*

#### Technical Rated - Experience

1. The Bidder has been responsible for up to 3 designs of large vessel (over 50m in length) in the last 10 years. Vessel must have been completely designed and delivered (i.e. entered into service) or is completely designed and equipment purchased. Scope includes complete design and integration of the vessel as a whole.

Zero	Lowest	Middle	Highest
0 designs	1 design	2 designs	3 designs

2. The Bidder has done up to 2 designs of small vessels (under 40 m)) in the last 10 years. Vessel must have been completely designed and delivered or completely designed and equipment purchased. Scope includes complete design.

Characteristics: used for SAR, research, or fishing vessels.

Zero	Lowest	Highest
0 design	1 design	2 designs

3. The Bidder has worked on a vessel design built to Transport Canada Marine Safety regulations in the last 5 years.

Zero	Lowest	Highest

0 design	1 design	2 designs
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4. The Bidder has worked on a diesel electric vessel meeting recent emission standards for IMO Tier 3.

<b>Zero</b>	<b>Lowest</b>	<b>Middle</b>	<b>Highest</b>
Neither designed nor delivered a vessel meeting Tier 3.	Tier 3 design complete, vessel not yet delivered.	Tier 3 design complete, vessel delivered, new build.	Tier 3 design complete, vessel delivered, refit.

5. The Bidder has experience performing structural design for, or structural modification for an icebreaking hull in the last 5 years.

<b>Zero</b>	<b>Lowest</b>	<b>Highest</b>
No experience.	New Vessel.	Refit.

6. The Bidder has experience with 3D scanning and integration of 3D scan into software to complete design work.

<b>Zero</b>	<b>Lowest</b>	<b>Highest</b>
No experience.	Full vessel - One in last 2 years.	Full vessel - Multiple in last 2 years.

7. The Bidder has experience conducting vessel surveys to assess the condition of structural items, propulsion systems, auxiliary and domestic systems, and electrical systems for an existing vessel.

<b>Zero</b>	<b>Lowest</b>	<b>Highest</b>
No experience.	Other statutory bodies.	Most points for TC experience.

8. The Bidder has experience with equipment lifecycle costing analysis.

<b>Zero</b>	<b>Lowest</b>	<b>Highest</b>
No experience.	One in last 3 years.	Twice in last 3 years.

9. The Bidder has experience supporting a refit, VLE, or MLM for the government.

Zero	Lowest	Middle	Highest
No experience.	Other flag state or commercial.	DND	CCG

10. The Bidder has experience designing or modifying vessel electrical distribution systems, and creating or modifying an ELA for a vessel (using in-house resources).

Zero	Lowest	Middle	Highest
No experience.	Existing vessel large, cargo	New build icebreaker	Existing vessel, icebreaker.

### Technical Rated – Planning

1. Project Management Plan (PMP)/Resource Plan – The Contractor must provide a PMP for the following scenario that must include the following resource categories for their team:
  - i. Project management
  - ii. Administrative (document quality control, deliverables tracking, finance)
  - iii. Nav arch
  - iv. Mech/marine eng
  - v. Electrical

Resourcing should be aligned with personnel for TM1, TM2, and TM3 for technical personnel.

2. The Bidder will be asked to provide a WBS/Gant chart for the following discrete tasks and brief plan to show how the Contractor's for the team would go about the task. Details we will provided for each item so that bidders have direction on how appropriately respond. Each task must also be costed.
  - Vessel Condition Survey
  - Developing a baseline TDP (including 3D scans and models)
  - PMP
  - Schedule
  - Weight baseline estimate 1200
  - Weight baseline estimate
  - ELA for 1200
  - ELA for SAR Lifeboat
  - Propulsion options analysis for 1200
  - Tests and Trials Plan

The WBS must be reflected for each discrete bulleted item. It must show the allocated resources anticipated to work on such items (ex. ELA - senior electrical engineer to lead and review work of junior or intermediate engineer, project manager to provide to Canada). Correlated, we may look for financial info for the tasks.

**ANNEX D – VESSEL BUNDLE PREFERENCES**

Bidder should indicate below their preferences for the vessel bundles.

<b>Bundle</b>	<b>Preference</b>
Western Plus Bundle	
Central & Arctic Plus Bundle	
Atlantic Plus Bundle	

**ANNEX E to PART 3 OF THE BID SOLICITATION**

**ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);

**ANNEX F to PART 5 OF THE BID SOLICITATION****FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

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

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

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

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

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**Annex A – Statement of Work**  
**Canadian Coast Guard Marine Engineering (ME) Engineering Support Services**

**1. Background**

The Canadian Coast Guard (CCG) has a fleet of over one-hundred vessels which it operates and maintains to deliver on its mandate and the various programs that exist to support that mandate. To assist this effort, CCG conducts midlife modernizations (MLMs), major refits\*, and vessel life extensions (VLEs) to keep its fleet operational, as vessels age. Additionally, CCG may acquire existing vessels and convert them to meet specific operational needs. While CCG has plans to replace certain vessels within the fleet, there is an increasing priority to ensure that the fleet stays mission-ready while CCG awaits the arrival of these new vessels. Integrated Technical Services (ITS) is the branch within CCG that is tasked with maintaining the fleet. Within ITS, the Marine Engineering (ITS-ME) group provides engineering and maintenance related activities.

*\*A major refit refers to the dry dock and associated work period that occurs twice in every five-year period as a function of regulatory requirements. These usually happen at the two- or three-year mark and then at the five-year mark for every five-year period. These work periods will overlap with VLE project activities.*

**2. Objective**

The objective of the Engineering Services Support (ESS) contract is to secure additional technical support from a naval architecture and marine engineering firm to support ITS-ME personnel with in-service support activities, particularly in the area of design and engineering, for Major Refit, MLMs, VLEs, and conversions.

**3. Scope of Work**

Work under the ESS has been organized into bundles of vessels, as defined in Appendix 1. The Contractor will be required to provide in-service support for the vessels within a specific bundle on an as and when requested basis.

The Contractor will be required to assist CCG in develop accurate technical data packages (TDPs) for its vessels as they prepare for a Major Refit, MLM, VLE or conversion. The TDPs will be used to support the modification, repair, and upgrade work for the applicable Major Refit, MLM, VLE or conversion.

Work will be called up through task authorizations. The majority of tasks will be associated with a specific vessel.

To the extent possible, CCG will provide tasks in advance and group them for a particular vessel so that both Canada and the Contractor can plan ahead and allocate resources accordingly.

## Annex A

### 3.1. Engineering by Class

In many cases, the designated bundles in Appendix 1 contain all vessels from a particular class where those vessels have been built and maintained as a class (i.e., configuration managed). The purpose of assigning classes to particular bundles is to leverage the gains from engineering on one vessel in a class and being able to utilize that engineering with either no or minimal changes to the other vessels in the class. However, as a function of configuration changes made to individual vessels over time to support CCG Region-specific operational requirements, it is understood that each vessel within the class may require tailored engineering solutions given the variance in configuration. These tailoring activities is expected be kept to a minimum so as to avoid unnecessary duplication of effort.

### 3.2. Exclusions

The Scope of Work does not include work associated with the routine annual maintenance activities for the vessel.

The Scope of Work does not include any work associated with new build vessels.

The Contractor will not be required or permitted to write statements of work or evaluation criteria for construction work to be performed by a shipyard.

### 3.3. Deliverables

The bulk of the technical work will include, but are not limited to the following 4 key types of deliverables:

- Developing and updating technical specifications
- Developing and updating drawings/3D models to reflect technical solutions
- Developing supporting calculations
- Developing reports

### 3.4. Tasks

A list of key tasks the Contractor will perform are as follows:

- Project management plans
- Project schedules
- Cost estimates (per task or group of tasks)
- Review of CCG initial requirements (i.e., candidate item list)
- Validation of initial requirements for feasibility and impact on project constraints
- Operational analyses
- Options analyses
- Feasibility studies
- Market studies
- Conduct and review of CCG vessel and equipment condition assessments

## Annex A

- Review of existing TDPs to identify and fill gaps prior to commencing engineering (including conducting on site 3D scanning)
- Developing vessel, system, and/or equipment level technical specifications
- Developing vessel, system, and/or equipment level drawings/drawing packages (including 3D models)
- Performing incline experiments and light weight assessments
- Providing weight management plans and tracking vessel weights (including weight estimates, and weight reports)
- Performing stability analyses
- Performing seakeeping analyses
- Performing structural analyses (including developing solutions, drawings, and calculations)
- Performing stress and fatigue analyses for various structural items (including FEA analyses)
- Electrical load analyses
- Single line diagrams analyses
- Fault current and arc flash analyses
- EMC/EM Interference analyses and/or testing
- Sensor arrangements options analyses
- Main propulsion options analyses (including resistance and powering, CFD analyses, propeller analysis, shaft line analysis, shaft vibration analysis, solid body analysis, exhaust system modification options, and through life cost analysis)
- Domestic and Auxiliary systems options analyses for modification or replacement
- Structure, equipment and piping condition surveys (including NDE testing for structural thicknesses, and piping corrosion)
- System flow calculations
- Deck equipment options analyses for modification or replacement
- Electrical distribution options analyses for modification or replacement
- Bridge console arrangement options analyses for modification or replacement
- Review of regulatory gap analyses
- Updating class manuals (i.e. manuals describing equipment details and high level operational and maintenance requirements for vessel classes)
- Developing system manuals
- Updating vessel equipment lists
- Equipment and system availability, reliability, and maintainability analyses
- Developing inspection plans
- Developing tests and trials plans
- Developing engineering investigation plans
- Performing acquisition costing analysis (described further below)
- Performing lifecycle costing analysis (described further below)
- Performing modification, repair, and upgrade cost analyses (including repair yard labour costs, material costs etc. to execute the work)
- Developing disposal plans

## Annex A

- Performing ergonomic and human factors analyses
- Performing environmental impact analyses
- Performing noise and vibration analyses
- Selecting original equipment manufacturer (OEM) or single system integrator (SSI)
- Providing on-site inspection of contractor work (including participating in test and trials, and supporting the development of alternate solutions)

#### 4. Requirement

The Contractor will assist CCG in maintaining accurate TDPs for its vessels identified in tasks or a series of tasks that address a vessel as a whole. Consequently, the Contractor will require in-house expertise in project administration as well as the three key fields of naval architecture, marine/mechanical engineering and electrical engineering. Note that 'in-house expertise' means that the Contractor's organization retains expertise in all these areas rather than having to sub-contract them out to different entities for each project.

Specifically, the Contractor will be required to provide and maintain a group of personnel in the fields of 1) project management, 2) naval architecture, 3) marine/mechanical engineering and 4) electrical engineering. Each of the above noted fields must have a team of individuals that consist of a blend of experienced, intermediate, and junior personnel.

When allocating resources to a task, it will be the Contractor's responsibility to leverage the expertise within their organization to deliver the work that meets the requirements of the task and the overall cumulative work under the Contract as a whole.

For each task, the Contractor must assign a technical resource or single point of contact that can speak to all aspects of the project at the administrative and technical levels.

Where a group of tasks have been generated for a specific vessel, the Contractor must assign a technical resource or single point of contact that can speak to all aspects of the project at the administrative and technical levels for the group of tasks.

##### 4.1. Specialist expertise

The Contractor will be required to have expertise in specific areas. This expertise can be internal to the Contractor's organization or sub-contracted. These specific areas of expertise include:

- Marine Engineering (First or Second Class Marine Engineering, Transport Canada Certificate of Competency or equivalent)
- Icebreaking structural and machinery design
- Welding and materials engineering
- 3D scanning and modeling

## Annex A

- Cost estimating

Round 2 discussion point: what other expertise do you believe will be required?

#### 4.2. Engineering and Design

The bulk of the Work under the ESS contract will revolve around engineering and design activities. Specifically, these design and engineering activities will be used to generate drawings and specification to be used as the TDP to be included as part of a request for proposal (RFP) to select a repair yard to perform the work for the applicable major refit, MLM, VLE or conversion.

#### 4.3. Scoping Vessel Work

CCG will identify the initial scope/candidate items for a vessel (ex. replacement of the propulsion system, or replacement of steel decks) and an associated high level set of associated technical requirements for the applicable MLM/ VLE, major refit or conversion. The Contractor will be required perform some early tasks to help validate the requirements and scope the proceeding engineering work for the vessel to determine a final scope. This will entail both a vessel condition survey and inspection, review of condition reports provided by CCG, and/or a 3D baseline scan of the vessel. The Contractor's effort to survey/scan the vessel has a twofold purpose:

- 1) Facilitate discussions so that the final scope of the project can be agreed upon for future tasks.

For example, CCG may have initially anticipated the replacement a specific system, but the condition assessment may lead the Contractor to identify additional items to be addressed as well. This may also identify gaps or needed clarification in CCG's technical requirements. CCG will be the final authority on whether the scope needs to be accordingly updated.

- 2) Produce any necessary updated drawings for CCG's current TDP.

CCG may have a gap in its current revision to the drawing package due to configuration changes that have yet to be captured. The Contractor would provide the necessary drawings or model to accurately and completely reflect the vessel configuration.

#### 4.4. Repair yard Support

The Contractor may be called upon to act in a customer's representative capacity once the engineering work is handed off to a repair yard for a particular vessel. Typically, this will primarily consist of the Contractor being available to provide the shipyard with

## Annex A

background context that may support the shipyard's understanding of the design/engineering package.

Canada may task the Contractor to support the repair yard with production level engineering as and when requested.

Additional shipyard support activities may include on-site inspections of work performed by the repair yard, supporting reviews of technical documents produced, and monitoring equipment commissioning.

#### **4.5. Costing analysis**

The Contractor will be required to conduct costing analysis for system or structural upgrades, which will fall into two broad categories:

- 1) Acquisition costing – the cost to purchase the item and do the construction work in the yard
- 2) Lifecycle costing – the cost to operate and maintain the item as measured against its projected lifecycle

The two analyses may be requested as a single deliverable or two discrete items. Where lifecycle analysis is required, it will be the responsibility of Canada to define the lifecycle period to be used or the purpose of the analysis.

It should be noted that in many cases lowest acquisition will not be the driving factor in selecting the best option, rather the emphasis will be on performance capability, minimizing maintenance burden across the projected lifecycle, and overall supportability. Where applicable, this will be noted by CCG.

#### **4.6. Innovation**

In some cases, Canada will be open to innovative solutions as part of the VLE, MLM, conversion or major refit. Key imperatives for innovation will be the lifecycle targets, reducing the environmental footprint, weight/space savings, and human factors.

Innovations will be measured against a baseline framework of 'leading edge, not bleeding edge'. 'Leading edge' refers to innovations that are new but have been tested and proven on previous projects, and thus the cost of ownership, maintenance implications, and obsolescence factors are known. 'Bleeding edge' innovations are those so new that they have not yet been tested and proven reliable and thus carry great risk to cost or maintenance. Given the ready availability of known information about leading technologies they present low risk to the project, whereas bleeding edge technologies present a high risk due to the level of unknowns.

CCG is open to innovative solutions and this will be discussed with the Contractor early on in the process for the applicable vessel and/or class. CCG will also build into the vessel project an early deliverable requiring an option analysis to a) assess the viability

## Annex A

of technological solutions, and/or b) assess the market availability from various suppliers of said technology.

CCG may be open to very new technologies that may require testing before implementing across a class of vessels. The technology may then be selected as a 'first in class' test case. Based on results from an initial test period, the technology will then be implemented to other vessels within the class. In these cases, CCG will identify this interest/intent and the associated systems to the Contractor.

#### **4.7. Working with OEMs/SSIs**

CCG will require selection of key equipment during the engineering work prior to going to a shipyard. Either Canada or the Contractor will be responsible for selecting the original equipment manufacturer (OEM) or single system integrator (SSI).

If done by the Contractor, equipment selection cannot be predicated on the Contractor's preference, but should be based on a rationalized selection process based on CCG's set of requirements and evaluation criteria that is either clearly linked to Canada's priorities or is specifically written by CCG.

Alternatively, Canada may run a competitive selection process of its own to choose an SSI or OEM. In this case, Canada will generate the requirements and the evaluation criteria. If Canada runs the process, Canada will either recommend the Contractor take on the winning SSI or OEM as a subcontractor or Canada will have the SSI or OEM have a signed agreement that they work together on the project.

Whether Canada runs the process or the Contractor runs the process, this will not relieve the Contractor of its overall responsibility for the engineering integration of the vessel as a whole.

### **5. Follow-on Work**

The Work under the ESS contract may be used to develop updated TDPs to be used as part of a RFP package for the construction work. Specifically, drawings and specifications developed by the Contractor will be incorporated into the RFPs.

### **6. CCG authorized users**

The CCG Project Management Office (PMO) for ESS is the Project Authority. The CCG Technical Authority will be the individual responsible for the acceptance of technical deliverables for a specific task. The technical authority will be identified at the time of each task.

#### **6.1. Acceptance of deliverables**

## Annex A

Deliverables must be reviewed and accepted by the Technical Authority for the specific task or phase of the task for the Work to be considered complete.

## 7. Governance structure

The ESS contracts will be governed by a PMO from ITS-ME and the PSPC Contracting Authority. The Contractor must assign a project manager or resource to oversee the overall administration of the Contract as a whole. This person must have insight into all tasks on all vessels and be able to speak to costing, scheduling and resource loading for the Contract as a whole.

The Contractor must provide a Resource Plan as part of their bid and update it following contract award to indicate the Contractor's team. The Contractor must keep the Resource Plan current and it must be accordingly updated if team members change.

## 8. Status reporting

Status reporting will occur bi-monthly (once every 2 months) and then via a steering committee once per year. Bi-monthly report status updates will be required in support of milestone bi-monthly invoicing.

### 8.1. Bi-monthly Contract Status Reports

Bi-Monthly Status Reports are designed to help Canada and the Contractor take stock of all the Work ending, continuing, and known work to begin in the future.

Specifically, the Bi-monthly Status Reports must reflect the following for each task:

- Applicable Vessel
- Technical Authority name
- Contractor Lead Resource
- Task number
- Task name
- Task description
- Identification of whether the task is iterative (i.e. phased) or not
- Identification of what phase the task is in, if applicable
- Cost of the task (as initially agreed)
- Cost status, such as spending to date per task
- Any agreed to modifications to the work that impacts the projected cost decrease/increase and rationale
- Scheduled completion date for the task
- Schedule status (early, on target, late)
- Rationale for any projected delays to delivery, as applicable
- Use of sub-contractors to date

## Annex A

Specific technical deliverables do not need to be provided in the report given that acceptance of technical deliverables falls to the Technical Authority for the various tasks.

Specific due dates for reporting will be agreed upon with the Contractor following Contract Award.

### **8.2. Quarterly Contract Status Meetings**

The Contractor and Canada will convene quarterly contract status meetings. The primary agenda item will be the review of the two bi-monthly status reports for that quarterly period. In advance of the quarterly contract status meeting, the contractor must provide the latest Bi-monthly Contract Status Report no later than five (5) calendar/or business days prior to the meeting.

Canada and the Contractor may propose agenda items for the meeting.

## **9. Key Performance Indicators (KPIs)**

The Contractor will be measured on KPIs related to 4 items:

- Alignment with projected costing (i.e. does the cost grow beyond what Canada and the Contractor agreed upon for the deliverable?)
- Alignment with projected schedule per deliverable (i.e. does the schedule increase above what Canada and the Contractor agreed upon?)
- Quality of work (i.e. does the deliverable require re-work prior to Acceptance?)
- Repair yard re-work?

This will be tracked on a bi-monthly basis.

**More detail to be added. To be discussed during Round 2.**

## **10. Document management**

Document management and version control will be integral to management of the contract. Tasks and their naming conventions will be tracked against specific vessels (ex. CCGS Vessel X task 1,2,3, etc.). Revision numbering for a specific task must follow a standard revision numbering convention (ex. Rev1.0, Rev1.1, etc) and will be used to ensure proper tracking.

Due to the size of the files being exchanged, the Contractor will sometimes be required to use and administratively manage shared work space via collaborative web platforms.

## **11. Location of Work**

The location for the majority of the ESS work is the Contractor's own facility.

## Annex A

Site visits will be at the location of the Vessel as defined in the bundles in Appendix 1.

Following selection of a repair yard to perform the work, the location of work will be the location of the repair yard and the Contractor's own facility.

All final deliverables for a specific task must be delivered to the ESS PMO in the National Capital Region.

## 12. Electronic Formats

Unless otherwise specified in individual tasks, electronic copies of deliverables must be capable of being viewed using one or more of the following software versions where such deliverables would customarily be capable of being viewed or edited using such applications:

- Microsoft Office Suite 2010, including Word, Excel and PowerPoint
- McNeel Rhinoceros ('Rhino') 5.0
- AutoDesk Navisworks 2018
- AutoDesk AutoCAD 2018
- AutoDesk Design Review 2018
- Adobe Acrobat version 11

## 13. Language Requirements

All deliverables must be provided in English, as a minimum. French language deliverables may additionally be required for specific tasks.

Specific language requirements will be identified for each task.

## 14. Drawings

### 14.1. Drawing Formats

Drawings are to be formatted in accordance with "CCG-ME AutoCAD Metric Template (rev 5)"

(to be provided following Contract Award).

Multi-sheet Design Drawings contained within a single file are preferred over single file per sheet methodology.

**Vessel Bundles**

Totals NEW BREAKDOWN

**WESTERN PLUS BUNDLE – Total: 49**

Large: 13

Small: 36

**CENTRAL & ARCTIC PLUS BUNDLE –  
Total: 33**

Large: 16

Small: 15

**ATLANTIC PLUS BUNDLE – Total 31**

Large: 15

Small: 16

**Large Vessels – Western Plus Bundle (13 Large)**

- Sir Wilfrid Laurier (Western) – HEMTV
- Martha Black (Central) – HEMTV
- Ann Harvey (Atlantic) – HEMTV
- Edward Cornwallis (Atlantic) – HEMTV
- George R. Pearkes (Atlantic) – HEMTV
- Sir William Alexander (Atlantic) – HEMTV
- Tanu – OPV
- Sir Wilfred Grenfell – OPV
- John P. Tully – OOSV
- Dumit – Sp Nav
- Eckaloo – Sp Nav
- Vector – MSSV
- Gordon Reid - SV

**Large Vessels – Atlantic Plus Bundle (15 Large)**

- Louis St-Laurent – HI
- Terry Fox – HI
- Captain Molly Kool – MIB
- Earl Grey – MEMTV
- Cape Roger – OPV
- Cygnus – OPV
- Leonard J Cowley – OPV
- Hudson – OOSV
- M. Perley – NSFRV
- Vladykov – NSFRV
- Jean Goodwill – MIB
- Sir John Franklin (Western) – OFSV
- John Cabot – OFSV
- Teleost – OFSV
- Jacques Cartier – OFSV

**Large Vessels – Central & Arctic Plus Bundle (18 Large)**

- Amundson – MI
- Des Groseilliers – MI
- Pierre Radisson – MI
- Samuel Risley – MEMTV
- Limnos - MSSV
- Leim – NSFRV
- Vincent Massey – MIB
- Captain Goddard (Western) – MSPV
- Charles (Western) – MSPV
- Private Robertson (Western) – MSPV
- A. Leblanc – MSPV
- Caporal Kaeble – MSPV
- Constable Carriere – MSPV
- Corporal McLaren (Atlantic) – MSPV
- Corporal Teather (Atlantic) – MSPV
- G. Peddle (Atlantic) – MSPV
- Griffon (Central) – HEMTV
- Henry Larsen – MI

**Small Vessels – Western Plus Bundle (36 Small)**

- Cape Sutil – Western – 2022
- Cape Ann – Western – 2023
- Cape Farewell – Western – 2023
- Cape St-James – Western – 2023
- Cape Calvert – Western – 2024
- Cape Kuper – Western – 2024
- Cape Chaillon – Central – 2024
- Cape Caution – Western – 2025
- Cape Cockburn – Western – 2025
- Cape Commodore – Central – 2025
- Cape McKay – Western – 2026
- Cape Mudge – Western – 2026
- Cape Dauphin – Western – 2027
- Cape Palmerston – Western – 2027
- Cape Naden – Western - 2028
- Cape Storm – Central – 2022
- Thunder Cape – Central – 2022
- Cap de Rabast – Central – 2023
- Cap Rozier – Central – 2023
- Cape Lambton – Central – 2023
- Cape Mercy – Central – 2023
- Cap D'Espoir – Central – 2024
- Cap Tourmente – Central – 2024
- Cape Providence – Central – 2024
- Cap Aupaluk – Central – 2025
- Cap Perce – Central – 2025
- Cape Discovery – Central – 2025
- Cape Dundas – Central – 2026
- Cape Hearne – Central – 2026
- Cape Rescue – Central – 2027
- Cap Breton – Atlantic – 2023
- Cape Spry – Atlantic – 2023
- Cap Nord – Atlantic – 2024
- Cape Norman – Atlantic – 2024
- Cape Edensaw – Atlantic – 2025
- Cape Fox – Atlantic – 2025

**Small Vessels – Central & Arctic Plus Bundle (15 Small)**

- Baie de Plaisance – L/B
- Caribou Isle – SV
- Cove Isle – SV

- Ile Saint-Ours – SV
- Kelso – SV
- Jean Bourdon – CSSV
- Helen Irene Battle – CSSV
- Pachena Bay – Western – L/B
- McIntyre Bay – Western – L/B
- Otter Bay – Western – MSSV
- Neocaligus – Western – NSFRV
- Vakta – Western – SV
- Laredo Sound – Western – L/B
- Siyay – Western – ACV
- Moytel – Western – ACV

**Small Vessels – Atlantic Plus Bundle (16 Small)**

- Pennant Bay – L/B
- Sacred Bay – L/B
- Conception Bay – L/B
- Bickerton – L/B
- Clark's Harbour – L/B
- Courtenay Bay – L/B
- Sambro – L/B
- Spindrift – L/B
- W.G. George – L/B
- W. Jackman – L/B
- Westport – L/B
- Viola M. Davidson – SV
- Cape Light – SV
- Geliget – SV
- Pointe Caveau – SV
- S. Dudka – SV

### Questions to Industry

Draft RFP
<p>Part 1:</p> <ol style="list-style-type: none"> <li>1) Article 1.9 - If we limit the submission of bids to only epost, would this impact your ability to provide a bid? Impact to Article 3.1 Bid Preparation Instructions</li> <li>2) Article 2.6 - Basis for Canada's Ownership of Intellectual Property – Canada is considering owning the rights to the Foreground intellectual property for copyright reasons, how would industry deal with IP if it were Contractor owned?</li> </ol> <p>Part 6:</p> <ol style="list-style-type: none"> <li>3) Article 6.4.2 - Discussion about Supplemental General Conditions 4007 vs 4006.</li> <li>4) Article 6.5.2 - How would the Contractor forecast price for the optional periods? Is the optional period reasonable?</li> </ol>
Annex B – Financial Evaluation Plan
<ol style="list-style-type: none"> <li>1) <b>One-off tasks – Ceiling Price</b> - As the one-off tasks will be needed for every vessel engineering project, would it be possible for the bidders to determine/bid a ceiling price for each task?</li> <li>2) <b>Iterative tasks - Blended Hourly Rate (BHR)</b> - Please comment on the having 3 BHRs (engineers, technologists and support staff).             <ol style="list-style-type: none"> <li>a. Are there other ways we can separate resources?</li> <li>b. Are there other resource categories that should be added?</li> <li>c. One option we would be interested in exploring/discussing is the idea of:                 <ol style="list-style-type: none"> <li>i. Phase 1: technical evaluation and</li> <li>ii. Phase 2: Negotiation of resource category rates with the 3 highest scoring compliant Contractors.</li> </ol> </li> </ol> </li> <li>3) <b>Specialty Work (subcontract) - Laid-down cost with 2% mark-up</b> - Are there other tasks that are usually subcontracted out?</li> <li>4) <b>Project Manager – Firm Monthly Fee</b> – Is it reasonable to have a PM involved as a contact for each work bundle/contract? And would this PM be a full time resource?</li> <li>5) <b>Technical Data Package (Drawings) – Firm Unit Price:</b> - Please comment on using firm unit pricing for each drawing required for the Technical Data Package.</li> <li>6) <b>Travel and living - Costs reimbursed with no profit.</b></li> <li>7) Any other ways to capture costs?</li> <li>8) What costs can be evaluated equally/fairly?</li> </ol>