



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement  
Fisheries and Oceans Canada | Pêches et Océans Canada  
200 Kent Street | 200 rue Kent  
Ottawa, Ontario K1A 0E6

Email - courriel:  
[DFOtenderssoumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenderssoumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

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

Proposition aux : Pêches et Océans Canada

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

Comments: - Commentaries :

<b>Title – Sujet</b> Senior Marine Engineer Support Services		<b>Date</b> January 11, 2021
<b>Solicitation No. – N° de l'invitation</b> FP802-200010/A		
<b>Client Reference No. - No. de référence du client</b> FP802-190028A		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 2:00 PM EST(Eastern Standard Time) <b>On / le :</b> February 5, 2021		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Ginette Aliaga <b>Email – courriel:</b> <a href="mailto:Ginette.AliagaGallo@dfo-mpo.gc.ca">Ginette.AliagaGallo@dfo-mpo.gc.ca</a>		
<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION ..... 3**

1.1 SECURITY REQUIREMENTS .....3

1.2 STATEMENT OF WORK.....3

1.3 DEBRIEFINGS .....3

1.4 TRADE AGREEMENTS .....3

**PART 2 - BIDDER INSTRUCTIONS ..... 4**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....4

2.2 SUBMISSION OF BIDS.....4

2.3 FORMER PUBLIC SERVANT.....4

2.4 ENQUIRIES - BID SOLICITATION.....6

2.5 APPLICABLE LAWS.....6

**PART 3 - BID PREPARATION INSTRUCTIONS..... 7**

3.1 BID PREPARATION INSTRUCTIONS .....7

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 9**

4.1 EVALUATION PROCEDURES.....9

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 14**

5.1 CERTIFICATIONS REQUIRED WITH THE BID .....14

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....14

**PART 6 - RESULTING CONTRACT CLAUSES ..... 17**

6.1 SECURITY REQUIREMENTS .....17

6.2 STATEMENT OF WORK.....17

6.3 STANDARD CLAUSES AND CONDITIONS.....17

6.4 TERM OF CONTRACT .....18

6.5 AUTHORITIES .....19

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....19

6.7 PAYMENT .....20

6.8 INVOICING INSTRUCTIONS .....21

6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....21

6.10 APPLICABLE LAWS.....22

6.11 PRIORITY OF DOCUMENTS .....22

6.12 INSURANCE - NO SPECIFIC REQUIREMENT .....22

**ANNEX A - STATEMENT OF WORK ..... 25**

**ANNEX B - BASIS OF PAYMENT ..... 28**

**ANNEX C – SECURITY REQUIREMENTS CHECK LIST ..... 29**

**ANNEX D TO PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS** ERROR!  
BOOKMARK NOT DEFINED.

**ANNEX E – PERSONNEL IDENTIFICATION FORM ..... 32**



---

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgcpwgsc.gc.ca/index-eng.html>) website

### **1.2 Statement of Work**

Fisheries and Oceans Canada seeks to establish up to two contract(s) as defined in Annex "A" **Statement of Work** attached hereto as **Annex "A"**.

Canada is seeking to establish up to two (2) contracts as defined in Annex "A", Statement of Work.

### **1.3 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.

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the Canadian Free Trade Agreement; Canada-Chile Free Trade Agreement; Comprehensive and Progressive Agreement for Trans-Pacific Partnership; Canada-Colombia Free Trade Agreement; Canada-European Union Comprehensive Economic and Trade Agreement (CETA); Canada-Honduras Free Trade Agreement; Canada-Korea Free Trade Agreement; North American Free Trade Agreement; Canada Panama Free Trade Agreement; Canada-Peru Free Trade Agreement; Canada-Ukraine Free trade agreement and the World Trade Organization Agreement on Government Procurement (WTO-AGP).



---

## **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.

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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.

### **2.2 Submission of Bids**

Bids must be submitted only to the bid receiving unit of Fisheries and Oceans Canada (DFO) no later than the date, time and place indicated on page 1 of the bid solicitation.

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

### **2.3 Former Public Servant**

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

#### **Definitions**

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

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



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

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

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

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

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

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

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

#### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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



## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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.



---

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

### **3.1 Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound/saved sections as follows:

**Section I: Technical Bid** (1) one soft copy in PDF format

**Section II: Financial Bid** ( 1) one soft copy in PDF format

**Section III: Certifications** (1) one soft copy in PDF format

The maximum size per email (including attachments) is limited to **10MB**. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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

#### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Attachment 1 to Part 3 – Pricing Schedule

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

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

If Annex “D” 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.

#### **Section III: Certifications**

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



## ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted firm all-inclusive per diem rate (in Can \$) for each of the proposed resources.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

**Table 1**

Period of Professional Services: Initial Contract Period: From Contract Award to March 31, 2022	All-inclusive fixed Per-Diem Rate A	Volumetric Data (estimated) B	Total C = A x B
1.A Senior Marine Engineer	\$	440 days	\$
1.B Senior Marine Engineer	\$	440 days	\$
<b>Evaluated Price - Initial Contract Period (GST/HST excluded):</b>			<b>\$</b>

**Table 2**

Period of Professional Services: Option Year Period 1 :From April 1, 2022 to March 31, 2023	All-inclusive fixed Per-Diem Rate A	Volumetric Data (estimated) B	Total C = A x B
1.A Senior Marine Engineer	\$	220 days	\$
1.B Senior Marine Engineer	\$	220 days	\$
<b>Evaluated Price - Option Year Period 1 (GST/HST excluded):</b>			<b>\$</b>

**Table 3**

Period of Professional Services: Option Year Period 2 :From April 1, 2023 to March 31, 2024	All-inclusive fixed Per-Diem Rate A	Volumetric Data (estimated) B	Total C = A x B
1.A Senior Marine Engineer	\$	220 days	\$
1.B Senior Marine Engineer	\$	220 days	\$
<b>Evaluated Price - Option Year Period 2 (GST/HST excluded):</b>			<b>\$</b>
<b>Total Evaluated Price (Table 1 + Table 2 + Table 3):</b>			<b>\$</b>

**Definition of a Day/Proration**

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{(Hours worked} \times \text{applicable firm per diem rate)} \div 7.5 \text{ hours}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.





## **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.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

##### **4.1.1.2 Point Rated Technical Criteria**

Proposals should be in sufficient detail to form the basis of a contractual agreement and to permit technical evaluation based on the enclosed criteria.

#### **Evaluation of Proposals**

Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "demonstrated" for the purpose of the evaluation. Supporting data may include résumés and any other documentation necessary to demonstrate the experience and knowledge attained. Simply repeating the statements contained in the Statement of Work is not sufficient.

The Proposal will be evaluated solely on its content and the documentation provided as part of the Bidder's Proposal, except as otherwise specifically provided in this solicitation. Any information or personnel proposed as options or additions to the work will NOT be evaluated

The Bidders must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

#### **It is mandatory that the following information be provided by the Supplier:**

#### **MANDATORY CRITERIA**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

**For Mandatory Technical Criteria and Point Rated Technical Criteria listed below requiring Project Summaries, the Bidder and its proposed resource(s) must provide:**

- a) The name of the client organization (to whom the services were provided);



- b) The name, title, telephone number and e-mail address of the Project Authority;
- c) A brief description of the type and scope of services that meets the identified criteria provided by the resource;
- d) Project timeframe (From-to dates month/year)

<b>Mandatory Technical Criteria (MT) applicable to the Bidder's Proposed Resource(s) – Up to two (2) resources</b>		
<b>No.</b>	<b>Mandatory Technical Criteria</b>	<b>Bidder's bid preparation instructions</b>
<b>MT1</b>	The bidder's proposed resource <b>MUST</b> have held/be eligible for/or have as a minimum a First Class Marine Engineering Certificate of Competency.	To demonstrate experience, the bidder must provide a copy of the certificate of its proposed resource at bid closing.
<b>MT2</b>	The bidder's proposed resource <b>MUST</b> have at least ninety-six (96) months of extensive experience* in the design, development and implementation of strategies and initiatives for the cost effective delivery of technical programs and activities, including project management technical programs** and quality management within the last two-hundred-forty (240) months (20 years) from date of bid closing.  *Extensive experience is defined as the experience acquired by working in a senior management, senior project management or executive position.  ** Technical programs is defined as a program or group of activities that uses engineering and technical knowledge, processes and evaluation to produce or maintain an operational asset.	To demonstrate experience, the bidder must provide project summaries. The project summaries must include the following information: <ol style="list-style-type: none"> <li>1. Client;</li> <li>2. Title of project;</li> <li>3. Duration with month(s) and year(s) including start date and end date;</li> <li>4. Summary of responsibilities and activities performed by the proposed resource; and</li> <li>5. Contact authority (name, email and/or telephone number).</li> </ol>
<b>MT3</b>	The bidder's proposed resource <b>MUST</b> have at least ninety-six (96) months of significant* experience in materiel and financial resources** within the last two-hundred-forty (240) months (20 years) from date of bid closing.  *Significant experience is defined as the experience acquired by working in a Middle Management position.  **materiel and financial resources is defined as experience dealing with phases of Life Cycle Management (LCM) of materiel assets and the related financial resources to LCM those assets. ***Middle management position is defined as the management of personnel intermediate between senior and junior managers and having direct reports at the Director level and reporting to senior management (DG and above).	To demonstrate experience, the bidder must provide project summaries. The project summaries must include the following information: <ol style="list-style-type: none"> <li>1. Client;</li> <li>2. Title of project;</li> <li>3. Duration with month(s) and year(s) including start date and end date;</li> <li>4. Summary of responsibilities and activities performed by the proposed resource; and</li> <li>5. Contact authority (name, email and/or telephone number).</li> </ol>
<b>MT4</b>	The bidder's proposed resource <b>MUST</b> have at least ninety-six (96) months of extensive experience* in managing ship building and procurement activities for large contracts of a minimum value of \$20M such as those for <b>Capital Projects</b> and <b>Major Crown Projects</b> within the last two-hundred-forty (240) months (20 years) from date of bid closing.  *Extensive experience is defined as the experience acquired by working in a senior management, senior project management or executive position.	To demonstrate experience, the bidder must provide project summaries. The project summaries must include the following information: <ol style="list-style-type: none"> <li>1. Client;</li> <li>2. Title of project;</li> <li>3. Duration with month(s) and year(s) including start date and end date;</li> <li>4. Summary of responsibilities and activities performed by the proposed resource; and</li> <li>5. Contact authority (name, email and/or telephone number).</li> </ol>



#### 4.1.1.2 Point Rated Technical Criteria

Bids which meet **all** the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed **separately**.

Proposals should be in sufficient detail to form the basis of a contractual agreement and to permit technical evaluation based on the enclosed criteria.

<b>Point Rated Technical Criteria (RT)</b>			
<b>#</b>	<b>Point Rated Technical Criteria</b>	<b>Bid Preparation Instructions</b>	<b>Weighting (Points)</b>
<b>RT1</b>	The bidder's proposed resource should have experience over and above the minimum of ninety-six (96) months of experience described in <b>MT2</b> as a Senior Marine Engineer.	To demonstrate experience and score points, the Bidder must provide project summary(ies). Each project summary must include the following information: <ol style="list-style-type: none"> <li>1. A description of the projects, scope and budget;</li> <li>2. A description of the proposed resource's role in the project.</li> </ol>	Number of months of experience:  96 + to 119 months = 2 points 120 + to 143 months = 4 points 144 + to 167 months = 6 points 168 + to 191 months = 8 points 192 + to 215 months = 10 points 216 + to 239 months = 12 points 240 + months = 14 points  Maximum of 14 points
<b>RT2</b>	The bidder's proposed resource should have experience over and above the minimum of ninety-six (96) months of experience described in <b>MT3</b> as a Senior Marine Engineer.	To demonstrate experience and score points, the Bidder must provide project summary(ies). Each project summary must include the following information: <ol style="list-style-type: none"> <li>1. A description of the projects, scope and budget;</li> <li>2. A description of the proposed resource's role in the project.</li> </ol>	Number of months experience :  96 + to 119 months = 2 points 120 + to 143 months = 4 points 144 + to 167 months = 6 points 168 + to 191 months = 8 points 192 + to 215 months = 10 points 216 + to 239 months = 12 points 240 + months = 14 points  Maximum of 14 points
<b>RT3</b>	The bidder's proposed resource should have experience over and above the minimum of ninety-six (96) months of experience described in <b>MT4</b> as a Senior Marine Engineer.	To demonstrate experience and score points, the Bidder must provide project summary(ies). Each project summary must include the following information: <ol style="list-style-type: none"> <li>1. A description of the projects, scope and budget;</li> <li>2. A description of the proposed resource's role in the project.</li> </ol>	Number of months experience :  96 + to 119 months = 2 points 120 + to 143 months = 4 points 144 + to 167 months = 6 points 168 + to 191 months = 8 points 192 + to 215 months = 10 points 216 + to 239 months = 12 points 240 + months = 14 points  Maximum of 14 points
<b>RT4</b>	The bidder's proposed resource should have experience in the management of major marine projects valued at \$20M or more as a project manager or contract	To demonstrate experience and score points, the Bidder must provide project summary(ies). Each project summary must include the following information:	Number of months experience :  96 + to 119 months = 2 points 120 + to 143 months = 4 points 144 + to 167 months = 6 points



	manager or technical authority, within the last 180 months from bid closing date.	<ol style="list-style-type: none"> <li>1. A description of the projects, scope and budget;</li> <li>2. A description of the proposed resource's role in the project.</li> </ol>	168 + to 191 months = 8 points 192 + to 215 months = 10 points Maximum of 10 points
<b>RT5</b>	The bidder's proposed resource should have experience working in the field/area of a Canadian Marine asset base and the Canadian marine industry, within the last 180 months from bid closing date.	To demonstrate experience and score points, the Bidder must provide project summary(ies). Each project summary must include the following information: <ol style="list-style-type: none"> <li>1. A description of the projects, scope and budget;</li> <li>2. A description of the proposed resource's role in the project.</li> </ol>	Number of months experience :  96 + to 119 months = 2 points 120 + to 143 months = 4 points 144 + to 167 months = 6 points 168 + to 191 months = 8 points 192 + to 215 months = 10 points  Maximum of 10 points
<b>Total of all Point Rated Technical criteria Minimum passing mark is 44 points</b>			<b>Total Maximum Points: 62</b>

**4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

**4.2 Basis of Selection - Highest Combined Rating of Technical Merit (70) and Price (30)**

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 44 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **62** points.
2. Bids not meeting (choose "(a) or (b) or (c)" OR "(a) or (b) or (c) and (d)") 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.



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>					
		Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score		115/135	89/135	92/135	
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$	
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30.00$	
Combined Rating		84.18	73.15	77.7	
Overall Rating		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.

### **5.2 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 procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **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.



**5.2.3 Additional Certifications Precedent to Contract Award**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**5.2.3.1 Status and Availability of Resources**

SACC clause A3005T (2010-08-14) Status and Availability of Resources applies to this requirement

**5.2.3.3 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract

**5.2.3.4 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**5.2.3.5 Supplementary Contractor Information**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

\_\_\_\_\_

- b) The status of the contractor (individual, unincorporated business, corporation or partnership:

\_\_\_\_\_

- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST)



number:

\_\_\_\_\_

- d)** For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

\_\_\_\_\_

**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name of Signatory





---

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

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

### **6.1 Security Requirements**

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

- The supplier and its personnel who require access to PROTECTED information/assets must each hold and maintain a valid **RELIABILITY STATUS** issued by Canada and approved by Fisheries and Oceans Canada.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of Fisheries and Oceans Canada (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).
- The supplier must comply with any other security requirements set by Fisheries and Oceans Canada that are contained in this contract or arrangement and any security attachment.

6.1.5. The Contractor must comply with the provisions of the:

- a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- b) Industrial Security Manual (Latest Edition).

### **6.2 Statement of Work**

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

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1.1 General Conditions**

2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

**6.3.1.2 Subsection** 10 of 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

**Delete:** 2010B 10 (2020-05-28) Invoice submission

**Insert:** Invoice submission

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@canada.ca. The Contractor must submit invoices for each delivery or shipment; invoices



must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

2. Invoices must show:

- a. Contractor's Name and remittance physical address;
- b. Contractor's CRA Business Number or Procurement Business Number (PBN);
- c. Invoice Date;
- d. Invoice Number;
- e. Invoice Amount (broken down into item and tax amounts);
- f. Invoice Currency (if not in Canadian dollars);
- g. DFO Reference Number (PO Number or other valid reference number);
- h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
- i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- j. deduction for holdback, if applicable;
- k. the extension of the totals, if applicable; and
- l. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to March 31<sup>st</sup>, 2022 inclusive.

### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period 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 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.



---

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ginette Aliaga  
Title: Senior Contracting Officer  
Fisheries and Oceans Canada  
Directorate: Material and Procurement Services  
Address: 200 Kent Street, Office #9N089A  
Ottawa, Ontario  
K1A 0E6

Telephone: 343-540-9331

E-mail address: [Ginette.AliagaGallo@dfo-mpo.gc.ca](mailto:Ginette.AliagaGallo@dfo-mpo.gc.ca)

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

### 6.5.2 Project Authority

The Project Authority for the Contract is: ***(to be provided at the time of contract award)***

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.

### 6.5.3 Contractor's Representative

***(to be provided at the time of contract award)***

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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



## 6.7 Payment

### 6.7.1 Basis of Payment

6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid, as specified in Annex "B" for a cost of \$ \_\_\_\_\_ **(to be provided at the time of contract award)**. Customs duties are included and Applicable Taxes are extra.

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

6.7.1.3 The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Estimated Cost: **(to be inserted at contract award)**

6.7.1.4 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

### 6.7.2 Limitation of expenditure

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

whichever comes first.

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



---

### **6.7.3 Limitation of Expenditure – Travel.**

Canada's total liability under the Contract will not exceed **(to be inserted at contract award)**. Applicable Taxes are excluded.

### **6.7.4 Method of Payment – Monthly**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

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

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

- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only)

## **6.8 Invoicing Instructions**

**6.8.1** The Contractor must submit invoices in accordance with subsection 6.3.1.2 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.

a copy of time sheets to support the time claimed;

- a. a copy of the release document and any other documents as specified in the Contract;
- b. a copy of the required reports,

**6.8.2** Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca) and provides the required information as stated in subsection 6.8.1 above.

## **6.9 Certifications and Additional Information**

### **6.9.1 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 Applicable Laws

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

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2020-05-28) Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (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)*)

## 6.12 Insurance - No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## 6.13 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. the name, qualifications and experience of the proposed replacement; and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



---

## 6.14 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## 6.15 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act, R.S., 1985, c. J-2](#), the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.
- If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose



either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.





---

## **ANNEX A - STATEMENT OF WORK**

### **1.0 TITLE**

Expert consulting services to assist with further development of the Vessel Maintenance Management Framework

### **2.0 PURPOSE**

The Integrated Technical Services (ITS), of the Canadian Coast Guard (CCG) Department of Fisheries and Oceans (DFO) is seeking up to two (2) resources to provide expert consulting services to assist with further development of the Vessel Maintenance Management Framework that was developed in response to Vessel Maintenance Management Review (VMMR) and Chapter 4 recommendations of the 2007 Auditor General's report and the change in departmental responsibilities with regard to Marine Inspection and Quality Assurance Services.

### **3.0 BACKGROUND**

The Integrated Technical Services Directorate of the CCG is responsible for the overall management of CCG physical assets within a Life Cycle Materiel Management (LCMM) Framework. The LCMM Framework ensures that all activities within the life cycle phases, performed by the ITS group, are executed within a rational decision-making process in accordance with approved departmental responsibilities, technical policies, standards and procedures, as well as approved and funded plans in order that ships, systems and equipment are available, reliable and respond to current and future operational requirements and support for future initiatives minimum life cycle cost.

### **4.0 OBJECTIVE**

The objective is to obtain the expertise that can provide high level advice and recommendations on technical & governance frameworks, maintenance practices and operational requirements in the field of Marine Engineering to CCG in order to further the development of the Vessel Maintenance Management Framework. This will entail the conceptualization, development and implementation of national operational frameworks, strategies, policies, approaches and mechanisms for the life-cycle management of CCG's mission critical assets (excluding real property and non-Sector unique information technology) to ensure that outcomes and outputs are aligned with allocated resources in support of the CCG's strategic directions and operational requirements.

In order to do so CCG requires the service of up to two (2) Senior Marine Engineers who have a combination of the highest level of marine engineering competency along with extensive experience in the overall management of technical programs and activities, extensive experience in ship building and marine procurement programs and significant experience managing resources. There may be occasions when additional resources with the same qualifications may be required. If this need arises the contractor is to submit a resume of another resource for evaluation. The project authority will evaluate the additional resource against the evaluation grid published in the Request for Proposal document to ensure the additional resource has the same qualifications.

### **5.0 SCOPE OF WORK**

The Contractor shall provide expertise and knowledge for the following, but not limited to, services:

- 5.1.1 Develop recommendations based on the strategic direction of the Vessel Maintenance Framework in order to meet CCG's needs;



- 
- 5.1.2 Provide processes and frameworks based on strategic direction in order to achieve CCG business priorities as they relate to the marine engineering industry;
  - 5.1.3 Provide expertise on the establishment of an effective operation and delivery of the CCG vessel maintenance management program;
  - 5.1.4 Provide mentoring and coaching for Marine Engineering personnel;
  - 5.1.5 Provide necessary and sufficient guidance for the safe, effective and efficient execution of technical activities including all engineering, maintenance, contracting and quality assurance activities;
  - 5.1.6 Provide guidance on the management of day-to-day activities of the ITS, ME Group and;
  - 5.1.7 Provide guidance and advice to CCG personnel during the prep and work periods of maintenance and repairs.

The Contractor shall provide expertise, advice and management of initiatives related to the Vessel Maintenance Management Framework (VMMF) and outlined in the Vessel Maintenance Management Manual.

## **6.0 RESPONSIBILITIES**

The Contractor shall be responsible for performing, but is not limited to, the following activities:

- 6.1 Establish the requirements for data gathering in advance of the planning of activities related to the VMMF;
- 6.2 Plan, schedule, guide and monitor plans to address recommendations;
- 6.3 Identify operational issues and opportunities for increased efficiency that may be resolved through the development of new procedures or processes;
- 6.4 Participates in management meetings and conferences as required; and
- 6.5 Ensure that project deliverables conform to the client's development standards and provide guidance/instruction to other project team members as necessary to achieve quality assurance objectives;

## **7.0 DELIVERABLES AND REPORTING OF PROGRESS**

The Contractor shall submit monthly progress reports of the work performed in a format acceptable to the Director, Marine Engineering. As a minimum, each progress report shall document the following information for the reporting period:

- 7.1 All activities performed by Contractor personnel under each deliverable during the period;
- 7.2 A list of any outstanding activities;
- 7.3 A description of any problems encountered which are likely to require attention by the Senior management ITS; and

The Contractor shall be responsible for, but not limited to, the following written deliverables:

- 7.4 The competency profile required to achieve the process and procedures in order to administer an effective and efficient Vessel Maintenance program.
- 7.5 A career progression strategy for shipboard and shore side Marine Engineering personnel;
- 7.6 Revalidate the Staffing Matrix making recommendations with regard to change of requirements and possible redistribution of resources;
- 7.7 Revalidate Standard Maintenance Plans making recommendations concerning layout and contents;



- 7.8 Reviewing current Refit specifications used nationally and developing a national refit specification template complete with standard clauses;
- 7.9 Review current Inspection Plans used nationally and developing a national inspection plan template complete with standard clauses;
- 7.10 Develop a standard End of Refit report complete with lessons learned; and
- 7.11 Provide reports of on sight activities when required.

## **8.0 LOCATION OF WORK**

Following the Covid-19 pandemic period, when CCG/DFO and the private sector businesses are allowed to return to their normality, the contractor's resources will be required to work at DFO on-site facilities at 200 Kent Street, Ottawa, Ontario where meetings will typically be conducted. If necessary and appropriate, meetings may be conducted using teleconferencing or videoconferencing meeting tools.

Note: The contractor will be required to follow all CCG Health and Safety Protocols which will be supplied to the contractor prior to start of work.

## **9.0 TRAVEL AND LIVING EXPENSES**

During the Covid-19 pandemic period, No travel will be required, however once the Covid19 restrictions are lifted, the proposed resource shall have the ability and willingness to travel to each of Coast Guard's four (4) geographical locations across Canada to discuss and oversee Vessel Maintenance issues and processes.

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

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

## **10.0 LANGUAGE**

All work will be completed in English



**ANNEX B - BASIS OF PAYMENT**

**A- Initial Contract Period (From contract award to March 31, 2022)**

During the period of the Contract, for work performed in accordance with the Contract, the Contractor will be paid as specified below.

**1.0 Professional Fees**

The Contractor will be paid all-inclusive fixed time rates as follows:

<b>Initial Contract Period (From contract award to March 31, 2022)</b>	<b>All-inclusive fixed Per-Diem Rate</b>	<b>Number of Days</b>	<b>Total</b>
1.A Senior Marine Engineer	\$ TBD	440	\$ TBD
1.B Senior Marine Engineer	\$ TBD	440	\$ TBD
<b>Total:</b>			<b>\$ TBD</b>
Applicable Taxes:			\$ TBD
<b>Total including taxes:</b>			<b>\$ TBD</b>

**B- Contract Option Periods:**

<b>Option Year Period 1 (April 1, 2022 to March 31, 2023)</b>	<b>All-inclusive fixed Per-Diem Rate</b>	<b>Number of Days</b>	<b>Total</b>
1.A Senior Marine Engineer	\$ TBD	220	\$ TBD
1.B Senior Marine Engineer	\$ TBD	220	\$ TBD

<b>Option Year Period 2 (April 1, 2023 to March 31, 2024)</b>	<b>All-inclusive fixed Per-Diem Rate</b>	<b>Number of Days</b>	<b>Total</b>
1.A Senior Marine Engineer	\$ TBD	220	\$ TBD
1.B Senior Marine Engineer	\$ TBD	220	\$ TBD

**Definition of a Day/Proration**

“For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.”)

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



ANNEX C – SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat FP802-200010
Security Classification / Classification de sécurité (Unclassified)

SECURITY REQUIREMENTS CHECK LIST (SRCL) / LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Fisheries and Oceans	2. Branch or Directorate / Direction générale ou Direction CCG - ITS - Marine Engineering	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Requirement for a Senior Marine Engineer to provide expert consulting services to the Canadian Coast Guard on Vessel Inspection and Testing Services.		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion: <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN: <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion: <input type="checkbox"/>
Not releasable / À ne pas diffuser: <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A: <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ: <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A: <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B: <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE: <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B: <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C: <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL: <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C: <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL: <input type="checkbox"/>	NATO SECRET / NATO SECRET: <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL: <input type="checkbox"/>
SECRET / SECRET: <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET: <input type="checkbox"/>	SECRET / SECRET: <input type="checkbox"/>
TOP SECRET / TRÈS SECRET: <input type="checkbox"/>		TOP SECRET / TRÈS SECRET: <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT): <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT): <input type="checkbox"/>

TBS90CT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified
--





Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat FP802-200010
Security Classification / Classification de sécurité Unclassified

**PART A (continued) / PARTIE A (suite)**

9. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité:

10. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes  
State Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL FOURNISSEUR**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRES SECRET
<input type="checkbox"/> TOP SECRET – SIGINT TRES SECRET – SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRES SECRET
<input type="checkbox"/> SITE ACCESS ACCES AUX EMBLEMENTS			

Special comments:  
Commentaires spéciaux: \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No  Yes  
If Yes, will unscreened personnel be screened?  
Dans l'affirmative, le personnel en question sera-t-il sécurisé?  No  Yes

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No  Yes

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No  Yes

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Existera-t-il un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No  Yes



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat FP802-200010
Security Classification / Classification de sécurité Unclassified

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC						
	A	B	C	Confidential / Confidentiel	Secret	TOP SECRET / Très Secret	NATO Protected / NATO Confidential	NATO Confidential	NATO SECRET	TOP SECRET / Très Secret	Protected / Protégé			Confidential / Confidentiel	Secret	TOP SECRET / Très Secret	
											A	B	C				
Information / Essais / Measurements / Données / Résultats																	
IT Data / Données IT																	
IT Log / Log informatique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



**ANNEX E – PERSONNEL IDENTIFICATION FORM  
DEPARTMENT OF FISHERIES AND OCEANS CANADA**

<b>Contract / file number:</b>	<b>FP802-200010/A</b>
--------------------------------	-----------------------

**PROJECT TITLE:** Senior Marine Engineer Support Services

Company Name:	
Address:	
Telephone number:	
Fax number:	
<b>PWGSC file or Certificate #:</b>	

**Professional Services** (Add second page if more space needed, please print clearly)

Resource Person working on this project	Date of birth YYY/MM/DD	PWGSC file or certificate #	Security Level	Meet	Does not Meet	Comments

**Contractor's Authorized Signatory (Bidder) :** \_\_\_\_\_

**Date:** \_\_\_\_\_

**(For Official Use)**

Company Clearance	Required	Security Level	Meet / Does not Meet / Comments (Official Use Only)
Designated Organization Screening			
Facility Security Clearance			
<b>Document Safeguarding Capability</b>			

**For Use at Fisheries and Oceans Canada  
Authorization of Contracting Security Authority**

- I approve
- I do not approve based on:

\_\_\_\_\_

**Contracting Security Authority:** \_\_\_\_\_

**Date:** \_\_\_\_\_