RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Title - Sujet
MARINE ARCHITECT/ENGINEER

Solicitation No. - N° de l'invitation	**Date**
EP168-143792/A	2013-12-19

Client Reference No. - N° de référence du client
10033792

GETS Reference No. - N° de référence de SEAG
PW-$$ML-027-24188

File No. - N° de dossier	**CCC No./N° CCC - FMS No./N° VME**
027ml.EP168-143792	

Solicitation Closes - L'invitation prend fin
at - à 02:00 PM
on - le 2014-01-10

Time Zone
Fuseau horaire
Eastern Standard Time
EST

F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes
Plant-Usine: ☐ **Destination:** ☐ **Other-Autre:** ☑

Address Enquiries to: - Adresser toutes questions à:	**Buyer Id - Id de l'acheteur**
Tamaro, Daniel	027ml

Telephone No. - N° de téléphone	**FAX No. - N° de FAX**
(819) 956-5319 ( )	(819) 956-0897

Destination - of Goods, Services, and Construction:
Destination - des biens, services et construction:

Specified Herein
Précisé dans les présentes

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du fournisseur/de l'entrepreneur

Delivery Required - Livraison exigée	**Delivery Offered - Livraison proposée**
See Herein	

Vendor/Firm Name and Address
Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No. - N° de téléphone
Facsimile No. - N° de télécopieur

Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature **Date**

Issuing Office - Bureau de distribution

Marine Machinery and Services / Machineries et services maritimes
11 Laurier St. / 11, rue Laurier
6C2, Place du Portage
Gatineau
Québec
K1A 0S5

Canada

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Summary

The Contractor shall support Public Works and Government Services Canada (PWGSC), Real Property Branch (RPB) National Capital Operations Region, by providing technical advice and expertise of a Senior Engineer/Naval Architect with respect to the aquisition of a new small vessel. The estimated level of effrot is 40 days. The period of the contract is from contract issue to the 31 March 2015.

3. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

PART 2 - BIDDER INSTRUCTIONS

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) 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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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 on page 1 of the bid solicitation.

3. Former Public Servant - Competitive Requirements

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 FPS, 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 FPS 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.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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

1. Bid Preparation Instructions

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

Section I: Technical Bid one (1) hard copy

Section II: Financial Bid one (1) hard copy

Section III: Certifications one (1) hard copy

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders should:

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

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

Section I: Technical 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 Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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) This Request for Proposition is limited to canadian services.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The Senior Engineer/Marine Architect must meet the following criteria:

M1. The Senior Engineer - Naval Architect must have a **University degree from a recognized institution in naval architecture**. (Copy of university degree to be included)

M2. The Senior Engineer - Naval Architect must have a minimum of eight (8) years of experience as a Naval Architect.

Demonstration of Experience And Capability. Proposals must demonstrate the experience and capability to complete the work as outlined in the Statement of Work, Annex "A". Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties, and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation. **The Bidder must provide complete details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained**.

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.

Firm Hourly Rate X 300 = Evaluated total.

The evaluated figure is based on 7.5 hrs/day X 40 days = 300

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 during the bid evaluation period or during the contract period.

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

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

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.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

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

2.2 Canadian Content Definition

SACC Manual Clause A3050T (2010-01-11) Canadian Content Definition

2.3 Status and Availability of Resources

SACC Manual Clause A3005T (2010-08-16) Status and Availability of Resources

2.4 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Statement of Work

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

2.1 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.

2.1.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the Annex “B”, PWGSC - TPSGC 572 Task Authorization Form**.**

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 and method of payment as specified in the Contract.

3. The Contractor must provide the Project Authority, within 5 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.

2.1.2 Task Authorization Limit

1. The Project Authority may authorize individual task authorizations up to a limit of $10,000.00, Applicable Taxes included, inclusive of any revisions.

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

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) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010C (2013-06-27), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The Work is to be performed during the period of the date of contract to 31 March 2015.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Daniel Tamaro
Title: Senior Purchasing Assistant
Public Works and Government Services Canada
Acquisitions Branch
Marine Systems Directorate (ML)
6C2, Place du Portage III,
11 Laurier Street
Gatineau, QC K1A 0S5

Telephone: 819-956-5319
Facsimile: 819-956-0897
E-mail address: Daniel.tamaro@tpsgc-pwgsc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : ___ ___ _____
Facsimile: ___ ___ _____
E-mail address: _____

(The Contracting Authority will insert the Project Authority at at contract award).

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.

5.3 Contractor's Representative

Name: _____
Title: _____
Telephone : ___ ___ _____
Facsimile: ___ ___ _____
E-mail address: _____

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.

7. Payment

7.1 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization PWGSC - TPSGC 572 (04/2013) (TA), as determined in accordance with the Basis of Payment below, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.2 Firm Hourly Rate

Category	Firm Hourly Rate Initial Period
Senior Engineer/Naval Architect	$

7.3 Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, in accordance with Contract Cost Principles 1031-2, with no allowance for profit and/or administrative overhead. All payments are subject to government audit. All travel must have the prior authorization of the Project Authority.

Estimated Cost for travel: $8,000.00.

7.4 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 $_____. (The Contracting Authority will insert the estimated contract amount at Contract award) 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.

3. 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.

4. 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.

7.5 Monthly Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

8.0 Invoicing Instructions

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

Each invoice must be supported by:

   a. a copy of the Task(s) Authorization(s);
   b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
   c. a copy of the monthly progress report.

2. Invoices must be distributed as follows:

   a. The original and one (1) copy must be forwarded to the following address for certification and payment.

      Public Works and Government Services Canada
      RPS AES Bldgs Directorate
      11 Laurier Street, Portage III, 9C1,
      Gatineau QC
      K1A 0S5

b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

9. Certifications

9.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9.2 Canadian Content Certification

SACC Manual clause A3060C (2008-05-12) Canadian Content Certification

10. Applicable Laws

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

(The Contracting Authority will insert the applicable laws as specified by the bidder in his bid).

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 2010C (2013-06-27), General Conditions - Services (Medium Complexity);
(c) Annex A, Statement of Work;
(d) Annex B, PWGSC - TPSGC 572 Task Authorization Form;
(e) Annex C, Non-disclosure agreement
(f) the signed Task Authorizations (including all of its annexes, if any)
(g) the Contractor's bid dated _____. (The Contracting Authority will insert the date of the Contractor's bid as specified by the bidder in his bid).

12. Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex C, and provide it to the Contracting and Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

13. Insurance

SACC Manual clause G1005C (2008-05-12) Insurance

ANNEX A

STATEMENT OF WORK

1.0 GENERAL

The Contractor shall support Public Works and Government Services Canada (PWGSC), Real Property Branch (RPB) National Capital Operations Region, by providing technical advice and expertise of a Senior Engineer/Naval Architect with respect to the aquisition of a new small vessel.

1.1 BACKGROUND

PWGSC National Capital Area-Operations Sector (NCA-Ops) is responsible for five dams along the Ottawa River watershed. Regular dam operations involve some tasks that must be done from the water. Acquisition of a new small vessel is currently planned and a Technical Statement of Requirements (TSOR) has been prepared.

The Senior Engineer/Naval Architect shall provide advice during the acquisition of the small vessel for their specific requirements (listed below), as well as assisting in vessel registration process, and the provision of advice related to compliance with the TC-MS Small Vessel Compliance Program (SVCP).

The vessel will be a welded aluminum landing-craft style workboat (complete with gasoline outboard engine, safety equipment, and trailer). The vessel will operate exclusively in "sheltered waters". NCA-Ops will be registering the vessel and will participate in the TC-MS Small Vessel Compliance Program (SVCP).

The mission of the new vessel is as follows:

a. TASK 1 - To deploy and bring-in waterway barriers located immediately upstream of the PWGSC dams.

b. TASK 2 - To retrieve escaped stoplogs and to tow these back to the PWGSC dam.

c. TASK 3 - To free debris from waterway barrier (mostly tree branches and stumps).

d. TASK 4 - To facilitate access to dam abutment walls and underside of dam for inspections of the dam structure

e. TASK 5 - To access “flood properties” (PWGSC-owned land which floods regularly) upstream of the PWGSC dam for which access is by water only.

Applicable standards. – The TSOR requires the vessel to be built to TP1332 Construction Standard for Small Vessels, either CAN/CSA W59.2 Welded Aluminum Construction or ABS Rules for Building and Classing Aluminum Vessels (builder’s choice), and all regulations under the Canada Shipping Act.

2.0 Requirement

The specific requirement for the provision of services from one (1) Senior Engineer/Naval Architect with experience in the area of small vessel construction and operation.

3.0 LIMITATIONS AND CONSTRAINTS

3.1 Decisions concerning revision or definition of policy, budgets as well as contractual obligations are excluded from the Contractor services. On these issues, the Contractor's personnel shall limit themselves to providing the Technical Authority (TA) with their comments and recommendations only.

3.2 During the performance of the Contract, the Contractor or his personnel shall not direct any departmental organizations, or any personnel of any third parties with whom Canada has contracted to perform any action.

3.3 The TA or other authorized departmental governmental representative shall have access at all times to the Work and to the plant or facility where any part of the Work is being performed.

3.4 All drawings, software codes, reports, data, documents or materials provided to the Contractor by Canada or produced by Contractor personnel in providing services required under the Contract, remains the property of Canada and shall be used solely in support of this requirement. The Contractor shall be required to safeguard the preceding information and materials from unauthorized use and shall not release them to any third party, person or agency external to the Federal Government without the express written permission of the TA. Such information and material shall be returned to the TA upon completion of the Contract or when requested by the TA.

3.5 The Contractor shall ensure that their personnel do not use Government of Canada designations, logos or insignia on any business cards, cubicle or office signs, or written or electronic correspondence that in any manner lead others to perceive that a Contractor personnel as being an employee of Canada.

4.0 SCOPE OF WORK

4.1 General: The scope of work is to provide engineering services in the form of technical advice and expertise with respect to the aquisition, registration, and subequent operation of a small vessel.

4.2 Specific services required are for the provision of services from a Senior Engineer/Naval Architect who shall offer technical expertise: during the design, bidding, building and test and trials stages for the aquisition of the small vessel. The required services include but are not limited to:

a. **STAGE 1: Design Stage**. – This work of this stage can be done from the senior engineer's office with all communication via email. The senior engineer/naval architect shall:

(1) NCA-Ops have done a review TSOR against the SVCP requirements and have identified the following gaps and areas requiring clarification for which the advice of the senior engineer/naval architectis being sought:

(a) *SVCP item #6 – cold water procedures to SVR403/501 and CSA2001 106* – senior engineer/naval architect to recommend possible sources of training on this subject and advise on appropriate refresher training intervals.

(b) *SVCP item #18 – first aid requirements for boat operators to MPR 207* – senior engineer/naval architectto recommend possible sources of training on this subject and advise on appropriate refresher training intervals.

(c) S*VCP item #19 – training for emergency procedures to SVR 420/520 and MPR 206* – senior engineer/naval architectto recommend possible sources of training on this subject and advise on appropriate refresher training intervals.

(d) *SVCP item #48 – proper marking of electrical components to SVR 728* – senior engineer/naval architectto confirm that building to TP 1332 would cover this requirement or is additional wording required in TSOR.

(e) *SVCP item 82 – fire alarm panel to SVR 740* – senior engineer/naval architectto confirm that building to TP 1332 would cover this requirement or is additional wording required in TSOR.

(f) *SVCP item #123 – safety briefing for "guests"to SVR 401 – (*note that these guests would be other PWGSC employees aboard vessel as part of the work of Tasks). Senior engineer/naval architectis to prepare a checklist that would form an appropriate safety briefing for these persons. This is currently envisioned to be a one- or possibly two-page information sheet which these "guests" would read and sign before being allowed to board the vessel.

(g) *SVCP item #124 – system for tracking "guests" to SVR 402* – senior engineer/naval architect to describe a system for tracking the guests which would be compliant to SVCP requirements. This is currently envisioned to be a simple log book kept ashore, but NCA-Ops requires confirmation that such a system would actually be acceptable to TC-MS under the SVCP.

(h) *SVCP item #133 – clear area around towing point to SVR 521* - senior engineer/naval architectto confirm that building to TP 1332 would cover this requirement or is additional wording required in TSOR.

(i) *SVCP item #134 – deck space aft of towing point to SVR 521* - senior engineer/naval architectto confirm that building to TP 1332 would cover this requirement or is additional wording required in TSOR.

b. **STAGE 2: Bidding Stage**. – The senior engineer/naval architectshall:

(1) Assist the Technical Authority in developing wording for responses for the Contracting Authority to technical aspects of Bidder questions. This work can be done from the senior engineer's office with all communication via email.

c. STAGE 3: Build Stage

(1) **Shop visits and reports**. – The build stage for the vessel is expected to be 8 to 12 months. The senior engineer/naval architectshall make shop visits (currently expected to be 5 visits) to review the progress and quality of work and the fabricator's compliance to standards and TSOR and advise the Technical Authority accordingly. The Technical Authority and the Contracting Authority may or may not also be present at these shop visits.

Note that the vessel TSOR currently makes the fabricator responsible for Quality Control with the Technical Authority providing a quality assurance role. Hence, the senior engineer/naval architectwill be reviewing progress of the fabricator's work and his general technical compliance only, and will not be responsible for providing detailed technical inspection services. However, if concerns about quality of work arise during fabrication, the senior engineer/naval architectshall advise the Technical Authority if the services of specialist inspectors (e.g. welding inspectors) seem to be required.

(2) **Submittal review**. – The Technical Authority will undertake most of the review of submittals, but the senior engineer/naval architectshall be available to assist when required. This work can be done from the senior engineer's office with all communication via email.

(3) **Witnessing trials**. – The senior engineer/naval architectshall act as PWGSC's official witness during the trials and shall report to the Contracting Authority on the results.

(4) **Vessel registration:** The senior engineer/naval architectshall advise the Technical Authority in the process of registering the vessel in Transport Canada's Small Vessel Compliance Program.

d. Any other related task.

5.0 LANGUAGE OF WORK

Contractor personnel providing the services and related deliverables will be capable of performing the work in either the English or French language.

6.0 ESTIMATED LEVEL OF EFFORT

6.1 The estimated levels of effort are as indicated in Table 1 below:

TABLE 1: ESTIMATED LEVELS OF EFFORT

Category	**Estimated Level Of Effort (days)**
	Initial Period
Senior Engineer/Naval Architect	40

6.2 This level of effort is only estimations made in good faith and are is to be considered in any way as a commitment from Canada.

6.3 One day is equal to 7.5 hours.

Note: Level of effort is supplied in days and a Firm Hourly Rate is requested in the Basis of Payment.

7.0 MEETINGS

The Contractor's personnel may be required to attend meetings. The meetings may take the form of: telephone or conference calls, video conferencing or in person as required by the Technical Authority. It is currently anticipated that only shop visits will be required and that all other communications can be via telephone and email.

8.0 CONTRACTOR MANAGEMENT OF THE CONTRACT

8.1 The Contractor will be required to actively participate in the overall management of all related activities and will be directly responsible for the effective supervision and coordination of the efforts of its personnel so as to minimize the management effort required of PWGSC.

8.2 The Contractor shall be responsible for the pick-up and delivery to the Technical Authority (TA) of all correspondence, data, etc.

8.3 The Contractor shall be responsible for all Work produced under the Contract, including completeness, accuracy and adherence to all relevant safety and environmental regulations, rules and good practices.

9.0 Deliverables

9.1 General: Deliverables under this SOW shall be in the form of services provided to the TA in accordance with the Scope of Work described in Article 2.0 above and of the products generated thereof. The deliverables at each stage will be as follows:

Deliverables for Stage 1: Design

a. Attendance at kickoff meeting (which may be via telecon) with the Technical Authority to provide more background on the vessel acquisition;

b. Email or report comprising the Contractor's review of the TSOR with comments or recommendations for changes; and,

c. Email or report discussing the SVCP compliance items listed above and answering the Techical Authority's other questions which arise as a result of the meeting.

Deliverables for Stage 2: Bidding

a. Email with wording required in response to Bidders' questions (note: if there are no technical questions from Bidders, there may be no requirement for this service); and,

b. Participation as a member fo the Technical Evaluation Team, including the submittal of review forms and returning of all documents to the Contracting Authority.

Deliverables for Stage 3: Build

a. Reviews of fabrictor's deliverables (which will be shop drawings and other materials), or provide via email advice to Technical Authority related to issues arising in the Technical Authority's review of the deliverables.

b. Reports on progress of vessel fabrication, to be submitted at intervals corresponding to logical stages in the progress of that work. These reports shall include at minimum:

(1) All significant activities performed by the fabricator during the period covered, which may include photographs;

(2) Description of any problems encountered which are likely to require attention by the TA, complete with Contractor's recommendations and justification; and,

(3) Travel costs incurred, including applicable receipts.

c. Telecon(s) with the Technical Authority providing advice on how to undertake the registration of the small vessel with Transport Canada.

9.2 Technical Authority acceptance of submittals does not relieve the Contractor of professional responsibility.

9.3 Monthly Progress Reports: The Contractor shall prepare monthly progress reports of the Work performed in a contractor format acceptable to the TA, to be attached to each Progress Claim. As a minimum, each progress report shall document the following information during the reporting period:

i) All significant activities performed by each occupational category during the period covered by the Progress Claim;

ii) Status of all action and decision items, as well as a list of outstanding activities;

iii) A description of any problems encountered which are likely to require attention by the TA;

iv) Any recommendations relating to the conduct of the Work;

v) Total number of days charged for the occupational category during the covered period;

vi) Cumulative number of days charged for each occupational category over the length of the contract

vii) List of deliverables produced in that billing period; and

viii) Travel costs incurred, including applicable receipts.

9.4 All correspondence, as addressed in Article 9.3 above, shall be submitted as requested by the TA.

9.5 Unless a different number of copies are requested by the TA, one soft copy of these deliverables shall be provided to the TA. Soft copy deliverables shall be provided in either Microsoft Office software or in PDF.

9.6 As a minimum Quality Assurance requirement, the Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services and/or materiel provided conform to the specifications and requirements of this SOW. The schedule of deliverables shall be in accordance with the priorities established by the TA.

10.0 Inspection and acceptance of deliverables

10.1 The TA for this requirement will be the primary point of contact for Contractor personnel and will be stated in the Contract award document.

10.2 The Technical Authority is the Inspection Authority. All deliverable submitted and all services rendered under the Contract are subject to inspection by the Inspection Authority. Inspection Authority expects written work to be complete and accurate in content, logically presented, and grammatically correct. Should any sumitted document not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

10.3 All communication with the Contractor regarding the quality of work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

11.0 TRAVEL AND LIVING

11.1 It is anticipated that the technical advisor will be required to make the following trips:

i. fabricator's workshop (estimate 5 visits, location to be determined).

11.2 Each travel will require prior approval of the Technical Authority. Submit information a minimum of 3 weeks before travel, as internal PWGSC travel approvals processes have recently changed, and have been found to be time-consuming in practice. Technical Authority will provide copies of forms required for travel pre-approval.

11.3 The travel and living estimate is estimated at $8,000.00, applicable taxes extra.

12.0 LOCATION FOR PROVISION OF REQUIRED SERVICES & AVAILABILITY OF GOVERNMENT RESOURCES

Other than the site visits to the fabricator's workshop, all services will be performed at the Contractor's own facility, unless otherwise specified by the TA. The Contractor must provide adequate work space and office equipment to ensure the uninterrupted flow of contracted services at no additional cost to Canada.

ANNEX B

PWGSC - TPSGC 572 TASK AUTHORIZATION

See attached

ANNEX “C”

NON-DISCLOSURE AGREEMENT

I, _____ , recognize that in the course of my work as an employee or subcontractor of _____ , I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____ , including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

_____
Signature

_____
Date

Task Authorization
Autorisation de tâche

Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization ***(Use form DND 626 for contracts for the Department of National Defence)***	**Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Authorization de tâche** ***(Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense)***
Contract Number Enter the PWGSC contract number.	**Numéro du contrat** Inscrire le numéro du contrat de TPSGC.
Contractor's Name and Address Enter the applicable information	**Nom et adresse de l'entrepreneur** Inscrire les informations pertinentes
Security Requirements Enter the applicable requirements	**Exigences relatives à la sécurité** Inscrire les exigences pertinentes
Total estimated cost of Task (Applicable taxes extra) Enter the amount	**Coût total estimatif de la tâche (Taxes applicables en sus)** Inscrire le montant
For revision only	**Aux fins de révision seulement**
TA Revision Number Enter the revision number to the task, if applicable.	**Numéro de la révision de l'AT** Inscrire le numéro de révision de la tâche, s'il y a lieu.
Total Estimated Cost of Task (Applicable taxes extra) before the revision Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.	**Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision** Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.
Increase or Decrease (Applicable taxes extra), as applicable As applicable, enter the amount of the increase or decrease to the Total Estimated Cost of Task (Applicable taxes extra) before the revision.	**Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu** S'il y a lieu, inscrire le montant de l'augmentation ou de la réduction du Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision.

1. Required Work: Complete sections A, B, C, and D, as required.

A. Task Description of the Work required:

Complete the following paragraphs, if applicable. Paragraph (a) applies only if there is a revision to an authorized task.

(a) Reason for revision of TA, if applicable:
Include the reason for the revision; i.e. revised activities; delivery/completion dates; revised costs. Revisions to TAs must be in accordance with the conditions of the contract. See Supply Manual 3.35.1. 50 or paragraph 6 of the Guide to Preparing and Administering Task Authorizations.

(b) Details of the activities to be performed (include as an attachment, if applicable)

(c) Description of the deliverables to be submitted (include as an attachment, if applicable).

(d) Completion dates for the major activities and/or submission dates for the deliverables (include as an attachment, if applicable).

1. Travaux requis : Remplir les sections A, B, C et D, au besoin.

A. Description de tâche des travaux requis :

Remplir les alinéas suivants, s'il y a lieu : L'alinéa (a) s'applique seulement s'il y a révision à une tâche autorisée.

(a) Motif de la révision de l'AT, s'il y a lieu : Inclure le motif de la révision c.-à.-d., les activités révisées, les dates de livraison ou d'achèvement, les coûts révisés. Les révisions apportées aux AT doivent respecter les conditions du contrat. Voir l'article 3.35. 1.50 du Guide des approvisionnements ou l'alinéa 6 du Guide sur la préparation et l'administration des autorisations de tâches.

(b) Détails des activités à exécuter (joindre comme annexe, s'il y a lieu).

(c) Description des produits à livrer (joindre comme annexe, s'il y a lieu).

(d) Les dates d'achèvement des activités principales et (ou) les dates de livraison des produits (joindre comme annexe, s'il y a lieu).

B. Basis of Payment:
Insert the basis of payment or bases of payment that form part of the contract that are applicable to the task description of the work; e.g. firm lot price, limitation of expenditure, firm unit price

C. Cost of Task:

Insert Option 1 or 2:

Option 1:
Total estimated cost of Task (GST/HST extra): Insert the applicable cost elements for the task determined in accordance with the contract basis of payment; e.g. Labour categories and rates, level of effort, Travel and living expenses, and other direct costs.

Option 2:
Total cost of Task (GST/HST extra): Insert the firm unit price in accordance with the contract basis of payment and the total estimated cost of the task.

D. Method of Payment
Insert the method(s) of payment determined in accordance with the contract that are applicable to the task; i.e. single payment, multiple payments, progress payments or milestone payments. For milestone payments, include a schedule of milestones.

B. Base de paiement :
Insérer la base ou les bases de paiement qui font partie du contrat qui sont applicables à la description du travail à exécuter : p. ex., prix de lot ferme, limitation des dépenses et prix unitaire ferme.

C. Coût de la tâche :

Insérer l'option 1 ou 2

Option 1 :
Coût total estimatif de la tâche (TPS/TVH en sus) Insérer les éléments applicables du coût de la tâche établies conformément à la base de paiement du contrat. p. ex., les catégories de main d'œuvre, le niveau d'effort, les frais de déplacement et de séjour et autres coûts directs.

Option 2 :
Coût total de la tâche (TPS/TVH en sus) : Insérer le prix unitaire ferme conformément à la base de paiement du contrat et le coût estimatif de la tâche.

D. Méthode de paiement
Insérer la ou les méthode(s) de paiement établit conformément au contrat et qui sont applicable(s) à la tâche; c.-à.-d., paiement unique, paiements multiples, paiements progressifs ou paiements d'étape. Pour ces derniers, joindre un calendrier des étapes.

2. Authorization(s):
The client and/or PWGSC must authorize the task by signing the Task Authorization in accordance with the conditions of the contract. The applicable signatures and the date of the signatures is subject to the TA limits set in the contract. When the estimate of cost exceeds the client Task Authorization's limits, the task must be referred to PWGSC.

3. Contractor's Signature
The individual authorized to sign on behalf of the Contractor must sign and date the TA authorized by the client and/or PWGSC and provide the signed original and a copy as detailed in the contract.

2. Autorisation(s) :
Le client et (ou) TPSGC doivent autoriser la tâche en signant l'autorisation de tâche conformément aux conditions du contrat. Les signatures et la date des signatures appropriées sont assujetties aux limites d'autorisation de tâche établies dans le contrat . Lorsque l'estimation du coût dépasse les limites d'autorisation de tâches du client, la tâche doit être renvoyée à TPSGC.

3. Signature de l'entrepreneur
La personne autorisée à signer au nom de l'entrepreneur doit signer et dater l'AT, autorisée par le client et (ou) TPSGC et soumettre l'original signé de l'autorisation et une copie tel que décrit au contrat.

Public Works and Government Services Canada | Travaux publics et Services gouvernementaux Canada

Annex
Annexe ____

Task Authorization
Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) $

Security Requirements: This task includes security requirements
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

☐ No - Non ☐ Yes - Oui

If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision $	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu $

Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A.Task Description of the Work required - Description de tâche des travaux requis — See Attached - Ci-joint ☐

B. Basis of Payment - Base de paiement — See Attached - Ci-joint ☐

C. Cost of Task - Coût de la tâche — See Attached - Ci-joint ☐

D. Method of Payment - Méthode de paiement — See Attached - Ci-joint ☐

Annex
Annexe ____

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature | Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature | Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature | Date