

RETURN BIDS TO:

Travaux publics et ices Services gouvernementaux Canada

#### **RETOURNER LES SOUMISSIONS À:** Opportunity to Qualify **Bid Receiving - PWGSC / Réception des** Solicitation No. - N° de l'invitation Date soumissions - TPSGC 2021-11-04 F7012-190001/B 11 Laurier St. / 11, rue Laurier Client Reference No. - N° de référence du client GETS Ref. No. - N° de réf. de SEAG Place du Portage, Phase III PW-\$\$ML-029-28399 F7012-190001 Core 0B2 / Novau 0B2 File No. - N° de dossier CCC No./N° CCC - FMS No./N° VME Gatineau 029ml.F7012-190001 **Ouébec** K1A 0S5 Solicitation Closes - L'invitation prend fin Bid Fax: (819) 997-9776 at - à 02:00 PM Eastern Standard Time EST Heure Normale du l'Est HNE on - le 2021-12-17 **Request For Supply Arrangement -Delivery Required - Livraison exigée** Demande pour un arrangement en See Herein - Voir ci-inclus matière d'approvisionnement Address Enquiries to: - Adresser toutes questions à: Buyer Id - Id de l'acheteur Offer to: Department of Public Works and Government Services Guay, Yvan 029ml We hereby offer to provide to Canada, as represented by the Minister of Public Works and Government Services, in accordance with the Telephone No. - N° de téléphone FAX No. - N° de FAX terms and conditions set out herein or attached hereto, the goods, (819)962-4038 ( ) () services, and construction detailed herein and on any attached sheets. **Destination - of Goods, Services, and Construction:** Offre au: Ministère des Travaux publics et des Services Destination - des biens, services et construction: gouvernementaux Canadian Coast Guard Nous offrons par la présente de fournir au Canada, représenté par le Integrated Technical Services ministre des Travaux publics et des Services gouvernementaux, aux 200 Kent Street conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés Ottawa, Ontario ici et sur toute feuille ci-annexée. K1A 0E6 **Comments - Commentaires** Security - Sécurité This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement ne comprend pas des dispositions en matière de sécurité. Instructions: See Herein Vendor/Firm Name and Address Raison sociale et adresse du Instructions: Voir aux présentes fournisseur/de l'entrepreneur Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur Issuing Office - Bureau de distribution Marine Machinery and Services / Machineries et services Name and title of person authorized to sign on behalf of Vendor/Firm maritimes (type or print) 11 Laurier St. / 11, rue Laurier Nom et titre de la personne autorisée à signer au nom du fournisseur/ Place du Portage III, 8B3 de l'entrepreneur (taper ou écrire en caractères d'imprimerie) Gatineau Ouébec K1A 0S5 Signature Date

Title - Sujet TIES CCG Supply Arrangement -

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Amd. No. - N° de la modif.

File No. - N° du dossier 029ml.F7012-190001 Buyer ID - Id de l'acheteur 029m1 CCC No./N° CCC - FMS No./N° VME

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

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#### 1 PART 1 - GENERAL INFORMATION

#### 1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, the Reporting Requirements, the Technical Evaluation Plan, the Financial Evaluation Plan, the Template of Request for Proposal / Contract below a Value of \$40,000 and the Template of Request for Proposal / Contract at or above \$40,000 and below \$100,000.

#### 1.2 Summary

- **1.2.1** The Department of Fisheries and Oceans, Canadian Coast Guard (CCG) has a requirement for Technical Investigation and Engineering Support (TIES) Supply Arrangement (SA) at Canadian Coast Guard Vessels and Base location(s) across Canada located within the following regions:
  - 1) National Headquarters;
  - 2) Western Region;
  - 3) Central Region;
  - 4) Arctic Region; and
  - 5) Atlantic Region.

Excluding locations within Comprehensive Land Claims Settlement Areas.

#### 1.2.2 Period of Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from the date of the Supply Arrangement to 30 September 2025, with an option to extend by one (1) additional two (2) year period.

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#### 1.2.3 The TIES areas of expertise are:

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

#### 1.2.5 Canadian Content

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

#### 1.2.6 Deliveries to Locations Excluding CLCAs

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

#### 1.2.7 Transmission of Arrangement Electronically

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

#### 1.2.8 Security Requirements

There is no security requirement applicable to the Supply Arrangement.

#### 1.2.9 Applicability of COVID-19 vaccination requirements to individual solicitations

The requirement covered by the bid solicitation of any resulting supply arrangement may be subject to a vaccination requirement pursuant to the COVID-19 Vaccination Policy for Supplier Personnel.

#### 1.3 Canadian Content

The services covered by the Supply Arrangement are solely limited to Canadian services as defined in clause <u>A3050T</u>.

SACC Manual clause <u>A3050T</u> (2020-07-01) Canadian Content Definition

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#### 1.4 Debriefings

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

#### 1.5 Use of an e-Procurement Solution (EPS)

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

The Government of Canada's press release provides additional information.

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#### 2 PART 2 - SUPPLIER INSTRUCTIONS

#### 2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2008</u> (2020-05-28) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of <u>2008</u>, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: 60 days Insert: 120 days

#### 2.1.1 List of Proposed Subcontractors

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

#### 2.2 Submission of Arrangements

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

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

#### tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Arrangements will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2008, or to send arrangements through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

#### 2.3 Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with File No. - N° du dossier 029ml.F7012-190001

former public servants, <u>Contracting Policy Notice 2012-2</u> and the <u>Guidelines on the Proactive Disclosure</u> <u>of Contracts</u>.

#### 2.4 Federal Contractors Program for Employment Equity - Notification

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

#### 2.5 Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than fourteen (14) calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

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

#### 2.6 Applicable Laws

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

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

#### 2.7 Bid Challenge and Recourse Mechanisms

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

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#### 3 PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

#### 3.1 Arrangement Preparation Instructions

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

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

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

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

#### Section I: Technical Arrangement

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

#### Section II: Financial Arrangement

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

#### Section III: Certifications

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

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

#### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

#### 4.1.1.1 Mandatory Technical Criteria

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

#### 4.1.2 Financial Evaluation

#### 4.1.2.1 Mandatory Financial Criteria

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

#### 4.2 Basis of Selection

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

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

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#### 5 PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

#### 5.1 Certifications Required with the Arrangement

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

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

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

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

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

#### 5.2.2 Additional Certifications Precedent to Issuance of a Supply Arrangement

#### 5.2.2.1 Status and Availability of Resources

SACC Manual clause <u>S3005T</u> (2008-12-12) Status and Availability of Resources.

#### 5.2.2.2 Education and Experience

SACC Manual clause <u>S1010T</u> (2008-12-12) Education and Experience.

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#### 5.2.2.3 Information Required for Code of Conduct Certification

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

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

#### 5.2.2.4 Conflict of Interest and Restrictions on Bidding

#### CERTIFICATION BY BIDDER

For the purposes of this section:

"Resources" means any person(s) named in the Bid".

"Related Party" or "Related Parties" means any of the Resources and any other person related to the Bidder or to any of the Resources, and includes employees, subcontractors and affiliates (within the meaning of the *Canada Business Corporations Act*) of the Contractor or of any of the Resources, as well as any person not operating at arms-length (within the meaning of the *Income Tax Act of Canada*) to the Contractor or any of the Resources.

- 1. By submitting a bid, the Bidder represents that neither the Bidder, nor any Related Party, considers itself to be in conflict of interest nor to have an unfair advantage.
- 2. The Bidder acknowledges and agrees that the Bidder and its Related Parties may have access to proprietary or confidential information or to information related to future bid solicitations or future contracts (collectively "future contracts") for work related to the Work that will be performed under the Contract. The Bidder accordingly agrees to the following restrictions to avoid any unfair advantage or conflict of interest:
  - a) The Bidder agrees that during a period of two (2) years following the delivery and acceptance of the deliverables under the Contract, neither it nor any of the Related Parties may bid or participate as a subcontractor or consultant or in any other role in the preparation of any bidder's bid for any future contract related to the Contract.
  - b) Any bid prohibited by paragraph a) will be deemed non-responsive and will not be considered. If a violation is discovered after award of a future contract, the violation shall be grounds for termination under the default provisions of the Contract.
  - c) Canada may, in its discretion, decide to not disqualify a bid of any person or participated in by any person who is restricted under paragraph 2) from bidding or otherwise participating, if Canada has been provided evidence satisfactory to Canada, in Canada's absolute discretion, that no advantage or other conflict of interest would arise as a result.
  - d) The Bidder shall indemnify and save harmless Canada, the Minister and their servants and agents (the indemnitees) from and against any damages, costs and expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur and suffer as a result or arising out of any loss or damage which may be or alleged to be caused to or suffered by any person subject to this certification, and for all loss or

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damage suffered by any of the indemnities as a result of any breach by the Bidder or its Related Parties of this certification.

3. The Bidder must bind its Related Parties accordingly to the applicable provisions above.

Full (legal) name of Bidder

Name of person who can bind the Bidder

Signature of person who can bind the Bidder

Date

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#### 6 PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

#### A. SUPPLY ARRANGEMENT

#### 6.1 Arrangement

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

#### 6.2 Security Requirements

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

#### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

<u>2020</u> (2020-07-01) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

#### 6.3.2 Supply Arrangement Reporting

#### 6.3.2.1 Periodic Usage Reports - Supply Arrangement

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

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

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

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

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#### 6.3.2.2 Evaluation Report by the Technical Project Officer

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

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

#### Amendments at or above \$40,000 are not permitted and will be solicited as a new requirement.

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

#### 6.4 Term of Supply Arrangement

#### 6.4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from date of supply arrangement to 30 September 2025.

#### 6.4.2 Option to Extend the Supply Arrangement

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

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

#### 6.4.3 Comprehensive Land Claims Agreements (CLCAs)

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

#### 6.4.4 Delivery Points

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

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#### 6.5 Authorities

#### 6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Yvan Guay Supply Team Leader Public Works and Government Services Canada Defence and Marine Procurement Branch Refit, Logistics and Small Vessel Construction Directorate Place du Portage, Phase III, 6A2 11 Laurier Street Gatineau, Quebec K1A 0S5

Telephone: 819-962-4038 E-mail address: Yvan.Guay@tpsgc-pwgsc.gc.ca

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

#### 6.5.2 CCG Project Authority

The CCG Project Authority is:

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

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

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

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

#### 6.5.3 Supplier's Representative

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

Telephone:			
E-mail address:			

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

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#### 6.6 Identified Users

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

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

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

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

#### 6.7 On-going Opportunity for Qualification

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

#### 6.8 **Priority of Documents**

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions <u>2020</u> (2020-07-01), General Conditions Supply Arrangement Goods or Services;
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Insurance Requirements;
- (f) Annex "D", Reporting Requirements;
- (g) Appendix 1, Template of Request for Proposal / Contract below a Value of \$40,000;
- (h) Appendix 2, Template of Request for Proposal / Contract at or above \$40,000 and below \$100,000 and
- (i) the Supplier's arrangement dated \_\_\_\_\_\_. (The Supply Arrangement Authority will insert the date of arrangement as specified by the Supplier in his arrangement.)

#### 6.9 Certifications and Additional Information

#### 6.9.1 Compliance

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

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#### 6.10 Applicable Laws

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

#### 6.11 Transition to an e-Procurement Solution (EPS)

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

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

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

#### 6.12 Restrictions on Bidding

For the purposes of this section:

"Resources" means any person(s) named in the Contract under the section entitled "Resource Categories and Areas of Expertise".

"Related Party" or "Related Parties" means any of the Resources and any other person related to the Contractor or to any of the Resources, and includes employees, subcontractors and affiliates (within the meaning of the *Canada Business Corporations Act*) of the Contractor or of any of the Resources, as well as any person not operating at arms-length (within the meaning of the *Income Tax Act of Canada*) to the Contractor or any of the Resources.

- The Contractor acknowledges and agrees that the Contractor and its Related Parties may have access to proprietary or confidential information or to information related to future bid solicitations or future contracts (collectively "future contracts") for work related to the Work that will be performed under the Contract. The Contractor accordingly agrees to the following restrictions to avoid any unfair advantage or conflict of interest:
  - a) The Contractor agrees that during a period of two (2) years following the delivery and acceptance of the deliverables under the Contract, neither it nor any of the Related Parties may bid or participate as a subcontractor or consultant or in any other role in the preparation of any bidder's bid for any future contract related to this Contract.
  - b) Any bid prohibited by paragraph a) above will be deemed non-responsive and will not be considered. If a violation is discovered after award of a future contract, the violation shall be grounds for termination under the default provisions of the Contract.
  - c) Canada may, in its discretion, decide to not disqualify a bid of any person or participated in by any person who is restricted under paragraph 1) from bidding or otherwise participating, if Canada has been provided evidence satisfactory to Canada, in Canada's absolute discretion, that no advantage or other conflict of interest would arise as a result.

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- d) The Contractor shall indemnify and save harmless Canada, the Minister and their servants and agents (the indemnitees) from and against any damages, costs and expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur and suffer as a result or arising out of any loss or damage which may be or alleged to be caused to or suffered by any person subject to this certification, and for all loss or damage suffered by any of the indemnitees as a result of any breach by the Contractor or its Related Parties of this certification.
- 2) The Contractor must bind its Related Parties accordingly to the applicable provisions above.

#### 6.13 Pre-qualified Personnel List

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

#### 6.14 Suspension or Cancellation of Qualification by Canada

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

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

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

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

#### 6.15 Basis of Payment

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

#### 6.16 Insurance Requirements

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

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#### B. BID SOLICITATION

#### 6.1 Bid Solicitation Documents

- 6.1.1 Canada will use the following bid solicitation templates based on the estimated dollar value and complexity of the requirement:
  - Simple, for low dollar value requirements (not exceeding \$40,000 including cumulative amendments and including all applicable taxes), the template is provided in Appendix 1, Template of Request for Proposal / Contract below a Value of \$40,000.

#### • <u>The Identified Users must use the template in Appendix 1 for any project / requirement</u> below \$40,000. Amendments at or above \$40,000 are not permitted and will be solicited as a new requirement.

Medium Complexity (MC) for medium complexity requirements (at or above \$40,000 to less than \$400,000, applicable taxes included), the template is provided in Appendix 2, Template of Request for Proposal / Contract at or above \$40,000 and below \$100,000. The associated Template at or above \$100,000 and below \$400,000 is the same as Appendix 2 Template at or above \$40,000 and below \$100,000.

• <u>The Identified Users must use the template in Appendix 2 for any project / requirement</u> <u>at or above \$40,000 to less than \$100,000. Any contract amendment at or above the</u> <u>threshold of \$100,000 must be approved by the Supply Arrangement Authority. The</u> <u>Identified User must obtain the approval of their CCG ITS director(s) prior to issue bid</u> <u>solicitation.</u>

The buyer within PSPC ML Division must use the template in Appendix 2 for any project / requirement at or above \$100,000 to less than \$400,000.

- 6.1.2 A copy of the template(s) can be requested by suppliers from the Supply Arrangement Authority or the Contracting Authority, as applicable.
- 6.1.3 References to the MC and Simple templates in PWGSC Request for Supply Arrangement are provided as examples only. The Appendix 1 Template contains the Simple Template. The Appendix 2 contains the MC Template. The latest versions of the template and terms and conditions will be used at time of bid solicitation.
- 6.1.4 The bid solicitation will contain as a minimum the following:
- (a) a complete description of the Work to be performed, including scope of work, requirement, standards, deliverables and occupational categories;
- (b) <u>2003</u>, Standard Instructions Goods or Services Competitive Requirements;

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

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

- (c) bid preparation instructions;
- (d) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (e) evaluation procedures and basis of selection;
- (f) certifications; and
- (g) resulting contract clauses.

#### 6.2 Bid Solicitation Process

- 6.2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA and who are qualified in the required Area of Expertise.
- 6.2.2 The bid solicitation will be sent directly to Suppliers.
- 6.2.3 For bid solicitation not exceeding \$40,000 including cumulative amendments and including all applicable taxes, the Identified User will choose one (1) to three (3) Suppliers qualified in the required Area of Expertise and the CCG Project Authority will provide an additional two (2) rotationally chosen Suppliers qualified in the required Area of Expertise to receive the Bid Solicitations.

The Identified Users must use the template in Appendix 1 for any project / requirement below \$40,000. Amendments at or above \$40,000 are not permitted and will be solicited as a new requirement.

6.2.4 For bid solicitation at or above \$40,000 and not exceeding \$100,000 (applicable taxes included), the Identified User will issue the bid solicitation to all Suppliers qualified in the required Area of Expertise.

The Identified Users must use the template in Appendix 2 for any project / requirement at or above \$40,000 to less than \$100,000. Any contract amendment at or above the threshold of \$100,000 must be approved by the Supply Arrangement Authority. The Identified User must obtain the approval of their CCG ITS director(s) prior to issue bid solicitation.

- 6.2.5 For bid solicitation at or above \$100,000 and not exceeding \$400,000 (applicable taxes included), a buyer within PSPC ML Division will issue the bid solicitation to all Suppliers qualified in the required Area of Expertise. The associated Template at or above \$100,000 and below \$400,000 is the same as Appendix 2 Template at or above \$40,000 and below \$100,000.
- 6.2.6 Solicitation Cover Page

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

PWGSC-TPSGC 9400-3, Bid Solicitation

or

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

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#### C. RESULTING CONTRACT CLAUSES

#### 6.1 General

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

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

- (a) **Simple (**for low dollar value requirements, not exceeding \$40,000 including cumulative amendments and including all applicable taxes), general conditions <u>2010B</u> will apply to the resulting contract. The template is provided in Appendix 1, Template of Request for Proposal / Contract below a Value of \$40,000; and
- (b) MC (for medium complexity requirements, at or above \$40,000 and not exceeding \$400,000), general conditions <u>2010B</u> will apply to the resulting contract. The template is provided in Appendix 2, Template of Request for Proposal / Contract at or above \$40,000 and below \$100,000. The associated Template at or above \$100,000 and below \$400,000 is the same as Appendix 2 Template at or above \$40,000 and below \$100,000.

The Identified Users must use Appendix 1, Template of Request for Proposal / Contract below a Value of \$40,000.

The Identified Users must use Appendix 2, Template of Request for Proposal / Contract at or above \$40,000 and below \$100,000.

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

#### 6.1.1 Contract Cover Page

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

PWGSC-TPSGC 9400-4, Contract

or

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

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#### ANNEX "A"

#### STATEMENT OF WORK

See attached document

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#### ANNEX "B"

#### **BASIS OF PAYMENT**

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

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

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

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

#### Table for the Option Period - Maximum Per Diem Rates

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

Note: TBD means to be determined.

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#### Definition of Maximum Per Diem Rates

The Maximum Per Diem Rates are all-inclusive maximum per diem labour rates and include all overhead, general administrative costs and profit. The Maximum Per Diem Rates apply to the Work of the Contractor and Subcontractors. The Maximum Per Diem Rates do not include cost of Travel and Living Expenses.

#### Definition of a Work Day

A work day is defined as 7.5 hours exclusive of meal breaks. Time worked which is more or less than a work day shall be prorated to reflect actual time worked in accordance with the following formula:

Payment =  $\frac{\text{Hours worked x per diem rate}}{7.5}$ 

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

#### Qualified Areas of Expertise:

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

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

#### Supported Regions:

- 1) National Headquarters;
- 2) Western Region;
- 3) Central Region;
- 4) Arctic Region; and
- 5) Atlantic Region.

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

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

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#### ANNEX"C"

#### **INSURANCE REQUIREMENTS**

#### 1.0 Commercial General Liability Insurance

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

#### 2.0 Additional Insurance Requirement

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

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#### 2.1 Errors and Omissions Liability Insurance

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

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

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#### ANNEX"D"

#### **REPORTING REQUIREMENTS**

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

- 1 the supply arrangement number;
- 2 the supplier name;
- 3 the reporting period;
- 4 the contract number for each contract, including amendments;
- 5 the client department;
- 6 the contracting authority;
- 7 the date of the contract;
- 8 the contract period;
- 9 the services provided; and

10 the value of the contract, Goods or Services Tax/Harmonized Sales Tax included, as applicable.

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#### ANNEX"E"

#### **TECHNICAL EVALUATION PLAN**

See attached document

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#### ANNEX"F"

#### FINANCIAL EVALUATION PLAN

#### A. Financial Evaluation Plan

- 1. The Supplier will complete the **Table for the Initial Period of Five (5) years Maximum Per Diem Rates** below this for each Occupational Category, where applicable. No Maximum Per Diem Rates for the Option Period shall be submitted by the supplier. No Maximum Per Diem Rates for the Year 1 shall be submitted by the supplier.
- 2. The Evaluation Team will determine if the Supplier Maximum Per Diem Rates falls within the threshold for each Occupational Category per Supply Arrangement year.
- 2.1 For Year 1, Not Applicable, N/A
- 2.2 For Year 2 of the Initial period of Five (5) years and for each Occupational Category, the financial arrangement will be evaluated as follows:
  - 1) All technically compliant maximum per diem rates submitted by the suppliers will be included in the calculation of the first average;
  - 2) Should the threshold of any maximum per diem rate for a supplier that is 10% higher than the average of any occupational category in year 2 be such that more than 10% of the technically compliant maximum per diem rates are financially non-compliant, Canada will increase the threshold until no more than 10% of these technically compliant maximum per diem rates are declared financially non-compliant.
  - 3) Canada will propose a rate to the Suppliers above the threshold of a required occupational category in year 2 to provide a financially compliant per diem rate. If a Supplier does not accept the proposed rate, that Supplier will not receive a supply arrangement.
  - 4) Unused.
- 2.3 If compliant in Section 2.2, for Year 3 of the Initial period of Five (5) years and for each Occupational Category, the financial arrangement will be evaluated as follows:
  - 1) All technically compliant maximum per diem rates submitted by the suppliers will be included in the calculation of the first average;
  - 2) Should the threshold of any maximum per diem rate for a supplier that is 10% higher than the average of any occupational category in year 3 be such that more than 10% of the technically compliant maximum per diem rates are financially non-compliant, Canada will increase the threshold until no more than 10% of these technically compliant maximum per diem rates are declared financially non-compliant
  - 3) Unused.
  - 4) Unused.
- 2.4 If compliant in Section 2.3, for Year 4 and all remaining years of the Initial period of Five (5) years, the same approach as Section 2.3 will apply.

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#### B. Financial Evaluation

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

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

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

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#### C. Suppliers Supported Regions Table

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

#### Table for the Supported Regions

Region	Supported
National Headquarters	YES()NO()
Western Region	YES()NO()
Central Region	YES()NO()
Arctic Region	YES()NO()
Atlantic Region	YES ( ) NO ( )

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#### **APPENDIX 1**

#### TEMPLATE OF REQUEST FOR PROPOSAL / CONTRACT BELOW A VALUE OF \$40,000

See attached document

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#### **APPENDIX 2**

## TEMPLATE OF REQUEST FOR PROPOSAL / CONTRACT AT OR ABOVE \$40,000 AND BELOW \$100,000

#### See attached document

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ANNEX "A"

### STATEMENT OF WORK (SOW)

### FOR THE

## SUPPLY ARRANGEMENT (SA)

### **TECHNICAL INVESTIGATION AND ENGINEERING SUPPORT (TIES)**

FOR THE

## CANADIAN COAST GUARD (CCG)

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#### 1. Scope

#### 1.1. Purpose

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

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

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

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

#### 1.2. Background

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

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

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

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

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# 2. Areas of Expertise

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

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

### 3. Supplier's Profile Requirement

#### 3.1. Types of Work for each Area of Expertise offered

The Supplier must provide both of the two (2) Types of Work in the Table below for each Area of Expertise offered to be compliant for the Supplier's Profile Requirement. For a given Sub-Type of Work, the Supplier must have at least one (1) of the candidates from a required occupational category who must possess a minimum of two (2) years of experience within the last five (5) years to be compliant in that Sub-Type of Work. The Supplier must meet the minimum of Sub-Types of Work of each Type of Work in a given Area of Expertise to be compliant in that Area of Expertise.

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

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

#### 4.1. General Information

- a) The Supplier proposed Candidates must be its own employees or subcontractors. The Supplier must qualify as a minimum one (1) of its own employees within the Required Occupational Category of a given Area of Expertise offered.
- b) The Supplier may submit up to six (6) Candidates to qualify in a given Area of Expertise offered. The same Candidate may be submitted for multiple Fields of Specialty and multiple Areas of Expertise. At least one (1) of the Candidates must possess a minimum of two (2) years of experience within the last five (5) years meeting the requirement of a given Field of Specialty to be compliant in that Field of Specialty. The Supplier must meet the minimum of Fields of Specialty of a given Area of Expertise to be compliant in that Area of Expertise.
- c) The Supplier proposed Candidate(s) must meet the Requirements for a given occupational category to be compliant in that occupational category. The Curriculum Vitae (CV) of each Candidate must demonstrate the Education, the Certification (if applicable) and the Experience of the Candidate. The Supplier must meet the Mandatory Requirements in Section 4.4 for the Required Occupation Category in Section 4.2 to be compliant for the Candidates' Requirements. Canada confirms that either an Engineer or a Technical Specialist or both is (are) required within Areas of Expertise 2 to 4, 6, 7, and 10 to 12 as shown in table of Section 4.2 below.
- d) If a Supplier was to use resources from a subcontractor to provide a candidate or candidates, a signed cooperation agreement between the parties must be signed with a minimum duration of one (1) year, which should also include the duration of the SA. As per General Conditions 2010B 06 Subcontracts, the approval of the Supply Arrangement Authority must be obtained for the resources from a subcontractor. The candidate provided by the subcontractor must meet the same requirements for a given occupational category, the same applies for all candidates. This applies prior and after contract award.

#### 4.2. Required Occupational Category by Area of Expertise

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

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

#### 4.3.1. Area of Expertise, Naval Architecture

#	Fields of Specialty
1	Ship hull structure, structural arrangement and
	strength, vibration and passive fire protection
2	Ship design, construction, modernization and
	repair
3	Propulsion, rudders, propellers and steering
	system design
4	Vessel stability, open water and ice
	Hull systems including areas such as
5	accommodation outfit, launch and recovery
	systems, doors, door closures and closing
	appliances, corrosion control
	Materials and materials maintenance as applied to
6	the construction of ship's hull and outfit systems,
	paint coatings
7	Ship condition surveys and advice
	Application of federal acts and regulations,
8	international conventions and codes for the
	design, construction and operation of ships
9	Design standards and classification rules
	applicable to the CCG vessel fleet
10	Advanced structure analysis techniques
11	Open-water and ice maneuvering
12	Sea keeping and towing
13	Cargo gear and lifting systems, such as cranes,
	davits, A-frames, booms and winches
14	Anchor and mooring gear

# 4.3.2. Area of Expertise, Marine Mechanical Engineering

#	Fields of Specialty
1	Diesel Prime mover
2	Maneuvering systems such as thrusters, azimuth drives and bubblers
3	Propulsion controls, instrumentation, alarms and monitoring
4	Propeller pitch control, shafting, reduction gear and pod propulsion
5	Steering gear
6	Fire protection systems
7	Auxiliary and domestic systems such as refrigeration; hydraulics; compressors; purifiers; potable and waste water; heating, ventilation, air conditioning (HVAC); dynamic positioning systems
8	Pumps, valves and piping systems

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9	Deck machinery and cargo equipment, such as fishing gear, towing equipment, capstans, windlasses
10	Vibration and stress analysis, including ice-prop milling
11	Waterborne noise management (ICES and others)

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

#	Fields of Specialty
1	Electrical power generation and distribution
-	(propulsion and ship service)
2	Electrical load analysis
3	Arch flash analysis
4	Harmonics analysis
5	Circuit breaker coordination study
6	Control, instrumentation, alarm and monitoring
7	Battery technology
8	Alternative technologies (e.g. solar power, fuel
0	cells)
9	Combined technology power systems integration
3	(e.g. hybrid technology)
10	Electrical surveys
11	On board electrical monitoring and testing (e.g.
	data logging/instrumentation for trials)
12	Lighting

# 4.3.4. Area of Expertise, Hovercraft Systems

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

# 4.3.5. Area of Expertise, Non-Destructive Test Analysis

#	Fields of Specialty
1	Ultrasonic
2	Magnetic particle
3	Liquid/dye penetrant

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4	Radiography
5	Eddy-current
6	Visual time-lapse analysis
7	Thermography
8	Hydrostatic testing
9	Vacuum box leak testing
10	Positive material identification
11	Vibration analysis

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

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

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# 4.3.7. Area of Expertise, Marine Informatics Technology

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

### 4.3.8. Area of Expertise, Infrastructure

#	Fields of Specialty		
1	Applicable regulations and codes, e.g. national building, electrical, fire, CSA S-37		
2	Varying tower structures (guyed, freestanding; steel, aluminum; foundations; obstruction lighting; fall arrest, anti-climb; grounding; etc.)		
3	Communications buildings/trailers (turnkey services incl. electrical, HVAC, grounding, etc.)		
4	Site grounding systems		
5	Other structures such as helicopter pads (timber, concrete), ice shields, fencing		
6	Land surveying, geomatics, erosion		
7	Marine structures such as docks, wharves, offshore piers, weirs, breakwaters, dolphins		
8	Foundations and foundation stabilization		
9	Infrastructure asset condition assessments, surveys, inspections and advice		

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

#	Fields of Specialty		
	Regulations and codes as applicable (e.g. Canadian		
1	Standards Association (CSA), building electrical		
	code, Environment Canada fuel storage regulations)		
2	Electrical distribution, small (building) and large (site		
2	overhead/buried/submarine power supply cables)		
3	Battery technology		
	Power generation and control systems, such as		
4	diesel generator sets and small wind power		
	generation		
5	Solar power systems, alternative technologies (e.g.		
5	fuel cells)		
6	Combined technology power systems integration		
7	Fuel storage infrastructure (fuel tanks and piping,		
	pressure vessels)		
8	Alarm sensors and equipment monitoring systems		
9	Heavy equipment (e.g. cranes, winches)		
	Shore-based mechanical, electrical and power		
10	systems asset condition assessments, surveys,		
	inspections and advice		

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

#	Fields of Specialty		
1	Night-time visual ATON such as range lights, sector		
	lights, and beacons (LED, incandescent, other)		
2	Audible ATON such as fog detectors and fog horns		
	Floating ATON: buoy and buoy mooring systems		
3	(design, maintenance and performance; metallic,		
	synthetic)		
4	Metal material sciences for ATON: corrosion,		
4	welding, failure, repair and mechanical properties		
	Plastics material sciences for ATON: rotomoulding		
5	processes, pigmentation and UV protection of		
	plastics, impact failure, mechanical properties		
Visual ATON recognition science, considering			
6	environmental factors, colour chromaticity, size and		
	shape recognition		
	Painting and coatings technology in a marine		
7	environment for shore (towers) and marine (buoys,		
	anti-fouling) applications		
	Radar cross-section of ATON – radar reflectors,		
8	environmental factors, sea conditions, size and		
	shape recognition		
9	Lighting for ATON - optical engineering applicable		
9	to the marine environment		
10	ATON asset condition assessments, surveys,		
10	inspections and advice		

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

#	Fields of Specialty		
	Applicable national and international environmental		
1	laws and regulations (Canadian Environmental		
'	Protection Act, CSA, International Maritime		
	Organization etc.)		
Hazardous materials and substances (e.g. heav			
2	metals, asbestos)		
3 Contaminant detection and remediation (e.g. po			
5	water, chemical, petro, mold, soil, air, coatings		
4	Coating application, inspection, and certification		
5	Environmental management framework (carbon		
5	footprint, environmental loading assessment		
6	Emissions and fuels (e.g. low sulphur, bio-fuels)		
7	Environmental sensors (e.g. anemometers, humidity)		
8	Compliance audit experience		
9	Waste audit and waste reduction work plan services		
10	Material recycling expertise including plastic and		
10	metal		

# 4.3.12. Area of Expertise, Integrated Logistic Support

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

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course schedules; and, development and design for evaluation of technical training

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

#### 4.4.1. Senior Engineer

Education

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

or

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

Certification

- Professional license to practice as a Professional Engineer within the Area of Expertise and/or Field of Specialty by a provincial or territorial association recognized by Engineers Canada.

Experience

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

or

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

#### 4.4.2. Senior Technical Specialist

Education

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

or

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

or

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

Certification

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

Experience

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- If College Diploma, minimum of twelve (12) years of experience in technology, engineering or science within the Area of Expertise and/or Field of Specialty; or
- If Undergraduate Degree, minimum of ten (10) years of experience in engineering or science within the Area of Expertise and/or Field of Specialty; or
- If Post-Graduate Degree, minimum of eight (8) years of experience in engineering of science within the Area of Expertise and/or Field of Specialty.

#### 4.4.3. Senior Technologist

Education

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

#### Certification

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

#### Experience

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

### 4.4.4. Intermediate Engineer

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

#### Experience

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

#### 4.4.5. Intermediate Technical Specialist

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

#### Experience

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

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#### 4.4.6. Intermediate Technologist

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

Experience

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

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# 5. Supplier Profile's Activities

### 5.1. Types of Work Activities

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

### 5.1.1. Engineering and Technical Services

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

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# 5.1.2. In-Service Support

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

#### 6. Occupational Categories' Required Services

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

#### 6.1 Engineer

#### 6.1.1 Required Services

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

#### 6.2 Technical Specialist

#### 6.2.1 Required Services

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

#### 6.3 Technologist

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### 6.3.1 Required Services

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

#### 7. Deliverables

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

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

#### 8. Constraints related to this TIES Supply Arrangement

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

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

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ANNEX "E"

# **TECHNICAL EVALUATION PLAN**

# FOR THE

# SUPPLY ARRANGEMENT (SA)

# **TECHNICAL INVESTIGATION AND ENGINEERING SUPPORT (TIES)**

# FOR THE

# **CANADIAN COAST GUARD (CCG)**

#### 1.0 Purpose

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

#### 2.0 Scope

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

#### 3.0 Evaluation Procedure

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

#### 4.0 Mandatory Technical Criteria (MTC)

The Supplier's response must demonstrate the experience and capability to perform the work as outlined in the Statement of Work in the Annex "A". The Suppliers are advised that only listing experience without providing any supporting data to describe how the relevant experience was gained for the Mandatory Technical Criteria will not be considered "demonstrated" for the purpose of this evaluation.

The Supplier must provide complete details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

#### The Supplier's response must meet the following Mandatory Technical Criteria (MTC):

#### Mandatory Technical Criteria (MTC) Template

Table	1
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No.	Mandatory Technical Criteria (MTC)	Met/Not Met Comments
Respon	se to Request for Supply Arrangement	
MTC1	The Supplier must qualify in at least two (2) of the twelve (12) Areas of Expertise, as per Section 5.0, Table 3.	
Required Occupational Categories		
MTC2	The Supplier must provide a minimum of one (1) candidate and a maximum of six (6) candidates from the required occupational categories for a given Area of Expertise, as per SOW Section 4.2.	
MTC3	The proposed candidate must be an employee or a subcontractor; and if a subcontractor, the Supplier must provide a signed cooperation agreement with a minimum duration of 1 year.	

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MTC4	The employee or the subcontractor must meet the Mandatory Technical Criteria for education, certification and experience of its required occupational category, as per SOW Section 4.2 and its table in Section 5.0, Tables 2.1 and 2.4 or 2.1, 2.2, 2.4 and 2.5. The Senior level qualifies also the Intermediate level.	
MTC5	The employee or the subcontractor that meet MTC4 must possess a minimum of two (2) years of experience within the last five (5) years in a minimum of one (1) Field of Specialty of a given Area of Expertise, as per its table in Section 5.0, Tables 4.1 to 4.12.	
MTC6	The Supplier must possess a minimum of one (1) candidate that is an employee that meet MTC5 in a given Area of Expertise.	
MTC7	The Supplier must meet the Mandatory Requirements of the Fields of Specialty within a given Area of Expertise, as per its table in Section 5.0, Tables 4.1 to 4.12.	
MTC8	The Supplier must have a minimum of one (1) candidate that is an employee from a required occupational category and must possess a minimum of two (2) years of experience within the last five (5) years in a Sub-type of work of a given Area of Expertise to be compliant in that sub-type of work, as per Section 5.0, Tables 5.1 and 5.2.	
MTC9	The Supplier must achieve the minimum number of sub-types of work to be compliant in a Type of Work. The Supplier must also be compliant in each of the two (2) Types of Work of a given Area of Expertise, as per Section 5.0, Tables 5.1 and 5.2.	
Support	to Required Occupational Categories	
MTC10	If personnel in support to the required occupational categories is offered, the proposed candidate must be an employee or a subcontractor; and if a subcontractor, the Supplier must provide a signed cooperation agreement with a minimum duration of 1 year.	
MTC11	If personnel in support to the required occupational categories is offered, the employee or the subcontractor must meet the Mandatory Technical Criteria for education, certification and experience of its occupational category, as per its table in Section 5.0, Tables 2.1 to 2.6. The Senior level qualifies also the Intermediate level.	
MTC12	The employee or the subcontractor that meet MTC11 must also possess a minimum of two (2) years of experience within the last five (5) years in a minimum of one (1) Field of Specialty of a given Area of Expertise, as per its table in Section 5.0, Tables 4.1 to 4.12.	

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#### 5.0 Demonstration of Candidates' Education, Certification and Experience

For the Candidates, to respond to MTC2, MTC3, MTC4, MTC10 and MTC11, SOW Section 4.4, the Suppliers are advised to use the Templates of Curriculum Vitae (CV) below:

#### **Occupational Categories Templates**

#### Senior Engineer Template

Occupational Category: Senior Engineer					
Candidate's Name: E		mployee of the Supplier: YES: NO:			
Mandatory	Mandatory Technical Criteria				
	sity Degree in engineering within the Area ertise and/or Field of Specialty.	Education . Name and level of degree . Name of institution . Year of completion . (If outside Canada, add also city and country)			
Engine of Spec	sional license to practice as a Professional er within the Area of Expertise and/or Field cialty by a provincial or territorial ation recognized by EngineersCanada.	Certification . Name of organization . Name of Province			
<ul> <li>c If Undergraduate Degree, minimum of 10 years of experience in engineering within the Area of Expertise and/or Field of Specialty; or</li> <li>- If Postgraduate Degree, minimum of 8 years of</li> </ul>					
experience in engineering within the Area of Expertise and/or Field of Specialty.					
Month & Year (Start to	Employer/Position/Title	Experience Where, When and How Acquired?			
finish)	Names of Area of Expertise and/or Field of Specialty	Demonstration of Area of Expertise and/or Field of Specialty			

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# Senior Technical Specialist Template

Occupational Category: Senior Technical Specialis Candidate's Name:		mployee of the Supplier: YES: NO:		
Mandatory Technical Criteria				
a. College science of Spec	e Diploma in technology, engineering or within the Area of Expertise and/or Field sialty; or	Education . Name and level of degree . Name of institution . Year of completion		
within t Special		. (If outside Canada, add also city and country)		
related	itation to a chartered provincial association to the Area of Expertise and/or Field of Ity, where applicable.	Certification . Name of organization . Name of Province		
Marine (4.) How certified Ship or any oth Transpo	(2.) Marine Mechanical Engineering, (3.) Electrical Control and Power Systems, and vercraft Systems areas of expertise, d as a "First-class Marine Engineer, Motor Steamship" by Transport Canada or by per international organisation recognized by ort Canada.			
experie	ege Diploma, minimum of 12 years of ence in technology, engineering or science he area of Expertise and/or Field of Ity; or			
of expe	lergraduate Degree, minimum of 10 years rrience in engineering or science within the Expertise and/or Field of Specialty; or			
experie	tgraduate Degree, minimum of 8 years of nce in engineering or science within the Expertise and/or Field of Specialty.			
Month & Year (Start to	Employer/Position/Title	Experience Where, When and How Acquired?		
finish)	Names of Area of Expertise and/or Field of Specialty	Demonstration of Area of Expertise and/or Field of Specialty		

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# Senior Technologist Template

Occupational Category: Senior Technologist					
Candidate's Name: Employee of the Supplier: YES: NO:					
Mandatory Technical Criteria					
a. College Diploma in technology, engineering or science within the Area of Expertise and/or Field of Specialty;	Education . Name and level of degree . Name of institution . Year of completion . (If outside Canada, add also city and country)				
<ul> <li>b Accreditation to a chartered provincial association related to the Area of Expertise and/or Field of Specialty, where applicable.</li> <li>- In the (2.) Marine Mechanical Engineering, (3.) Marine Electrical Control and Power Systems, and (4.) Hovercraft Systems areas of expertise, certified as a "Second-class Marine Engineer, Motor Ship or Steamship" by Transport Canada or by any other international organisation recognized by Transport Canada.</li> </ul>	Certification . Name of organization . Name of Province				
<ul> <li>c. If College Diploma, minimum of 10 years of experience in technology, engineering or science within the area of Expertise and/or Field of Specialty.</li> </ul>					
Month & Employer/Position/Title Year (Start to finish)	Experience Where, When and How Acquired?				

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# Intermediate Engineer Template

Occupational Category: Intermediate Engineer						
Candidate	's Name: <u>E</u>	mployee of the Supplier: YES: NO:				
Mandatory Technical Criteria						
	sity Degree in engineering within the Area ertise and/or Field of Specialty.	Education . Name and level of degree . Name of institution . Year of completion . (If outside Canada, add also city and country)				
Engine of Spec	sional license to practice as a Professional er within the Area of Expertise and/or Field cialty by a provincial or territorial ation in Canada recognized by Engineers a.	Certification . Name of organization . Name of Province				
of 5 yea Area of	lergraduate Engineering Degree, minimum ars of experience in engineering within the Expertise and/or Field of Specialty; or tgraduate Degree, minimum of 3 years of					
experie	nce in engineering within the Area of se and/or Field of Specialty.					
Month & Year (Start to	Employer/Position/Title	Experience Where, When and How Acquired?				
finish)	Names of Area of Expertise and/or Field of Specialty	Demonstration of Area of Expertise and/or Field of Specialty				

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# Intermediate Technical Specialist Template

Occupational Category: Intermediate Technical Specialist						
Candidate's Name: Employee of the Supplier: YES: NO:						
Mandatory	/ Technical Criteria					
science of Spec - Unive	ge Diploma in technology, engineering or within the Area of Expertise and/or Field cialty; or rsity Degree in engineering or science he Area of Expertise and/or Field of ty.	Education . Name and level of degree . Name of institution . Year of completion . (If outside Canada, add also city and country)				
<ul> <li>bAccrect associal Field of</li> <li>- In the Marine (4.) How certified Ship or</li> </ul>	ditation to a chartered provincial ation related to the Area of Expertise and/or Specialty, where applicable. (2.) Marine Mechanical Engineering, (3.) Electrical Control and Power Systems, and vercraft Systems areas of expertise, d as a "First-class Marine Engineer, Motor Steamship" by Transport Canada or by er international organisation recognized by	Certification . Name of organization . Name of Province				
c If Coll experie	ort Canada. ege Diploma, minimum of 7 years of nce in technology, engineering or science he area of Expertise and/or Field of ty; or					
- If Und experie Area of - If Pos experie	ergraduate Degree, minimum of 5 years of ince in engineering or science within the Expertise and/or Field of Specialty; or tgraduate Degree, minimum of 3 years of ince in engineering or science within the Expertise and/or Field of Specialty.					
Month & Year (Start to	Employer/Position/Title	Experience Where, When and How Acquired?				
, finish)	Names of Area of Expertise and/or Field of Specialty	<i>Demonstration of Area of Expertise and/or</i> <i>Field of Specialty</i>				

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# Intermediate Technologist Template

Occupational Category: Intermediate Technologist						
Candidate's Name: Employee of the Supplier: YES: NO:						
Mandatory Technical Criteria						
<ul> <li>College Diploma in technology, engineering or science within the Area of Expertise and/or Field of Specialty;</li> </ul>	Education . Name and level of degree . Name of institution . Year of completion . (If outside Canada, add also city and country)					
<ul> <li>b Accreditation to a chartered provincial association related to the Area of Expertise and/or Field of Specialty, where applicable.</li> </ul>	Certification . Name of organization . Name of Province					
- In the (2.) Marine Mechanical Engineering, (3.) Marine Electrical Control and Power Systems, and (4.) Hovercraft Systems areas of expertise, certified as a "Second-class Marine Engineer, Motor Ship or Steamship" by Transport Canada or by any other international organisation recognized by Transport Canada.						
<ul> <li>c. If College Diploma, minimum of 5 years of experience in technology, engineering or science within the area of Expertise and/or Field of Specialty.</li> </ul>						
Month & Employer/Position/Title Year (Start to finish)	Experience Where, When and How Acquired?					

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#### Areas of Expertise Offered Template

To respond to Areas of Expertise offered, at MTC1, the Suppliers are advised to use the Table 3 below:

#### Table 3

#	Aroas of Exportisa	Offe	ered
#	Areas of Expertise		No
1	Naval Architecture		
2	Marine Mechanical Engineering		
3	Marine Electrical Control and Power Systems		
4	Hovercraft Systems		
5	Non-Destructive Test Analysis		
6	Shore-Based Marine Communication and		
	Navigation Systems		
7	Marine Informatics Technology		
8	Infrastructure		
9	Shore-Based Mechanical, Electrical and Power		
	Systems		
10	Aids to Navigation		
11	Vessel and Shore-Based Environmental		
	Services		
12	Integrated Logistic Support		

To respond to Fields of Specialty offered, at MTC5, MTC6, MTC7 and MTC12, the Suppliers are advised to use the Tables 4.1 to 4.12 below, where applicable:

#### Template for the Fields of Specialty Offered of Area of Expertise #1, Naval Architecture

		Offe	ered	Mandatory
#	Fields of Specialty		No	Requirement of the Fields of Specialty
1	Ship hull structure, structural arrangement and strength, vibration and passive fire protection			
2	Ship design, construction, modernization and repair			
3	Propulsion, rudders, propellers and steering system design			
4	Vessel stability, open water and ice			
5	Hull systems including areas such as accommodation outfit, launch and recovery systems, doors, door closures and closing appliances, corrosion control			Must meet a minimum
6	Materials and materials maintenance as applied to 6 the construction of ship's hull and outfit systems, paint coatings			of seven (7) of these fourteen (14) Fields of Specialty to qualify in
7	Ship condition surveys and advice			this Area of Expertise.
8	Application of federal acts and regulations, international conventions and codes for the design, construction and operation of ships			
9	Design standards and classification rules applicable to the CCG vessel fleet			
10	Advanced structure analysis techniques		]	
11	Open-water and ice maneuvering			
12	Sea keeping and towing			

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13	Cargo gear and lifting systems, such as cranes, davits, A-frames, booms and winches		
14	Anchor and mooring gear		

# Template for the Fields of Specialty of Area Offered of Expertise #2, Marine Mechanical Engineering

#### Table 4.2

		Offe	red	Mandatory	
#	# Fields of Specialty		No	Requirement of the Fields of Specialty	
1	Diesel Prime mover				
2	Maneuvering systems such as thrusters, azimuth drives and bubblers				
3	Propulsion controls, instrumentation, alarms and monitoring				
4	Propeller pitch control, shafting, reduction gear and pod propulsion				
5	Steering gear			Must meet a minimum	
6	Fire protection systems		of six (6) of these		
7	Auxiliary and domestic systems such as		eleven (11) Fields of Specialty to qualify in this Area of Expertise.		
8	Pumps, valves and piping systems				
9	Deck machinery and cargo equipment, such as fishing gear, towing equipment, capstans, windlasses				
10	Vibration and stress analysis, including ice-prop milling			]	
11	Waterborne noise management (ICES and others)				

# Template for the Fields of Specialty Offered of Area of Expertise #3, Marine Electrical Control and Power Systems

	# Fields of Specialty		ered	Mandatory
#			No	Requirement of the Fields of Specialty
1	Electrical power generation and distribution (propulsion and ship service)			
2	Electrical load analysis			
3	Arch flash analysis			
4	Harmonics analysis			
5	Circuit breaker coordination study			Must meet a minimum
6	6 Control, instrumentation, alarm and monitoring			of six (6) of these
7	Battery technology			twelve (12) Fields of
8	Alternative technologies (e.g. solar power, fuel cells)			Specialty to qualify in
9	Combined technology power systems integration			this Area of Expertise.
10	10 Electrical surveys			
11	On board electrical monitoring and testing (e.g. data logging/instrumentation for trials)			
12	Lighting			

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# Template for the Fields of Specialty Offered of Area of Expertise #4, Hovercraft Systems

#### Table 4.4

			ered	Mandatory	
#	Fields of Specialty	Yes	No	Requirement of the Fields of Specialty	
1	Mission profile determination and design trade-off analysis				
2	Canadian acts, regulations, international conventions, codes and Classification society rules pertaining to the design, construction and operation				
3				Must meet each of	
4	Propulsion systems and controls and speed			these ten (10) Fields of	
5	Lift forces and systems			Specialty to qualify in this Area of Expertise.	
6	Structures and components			tills Alea of Expertise.	
7	Auxiliary systems requirements & cargo handling				
8	Stability and maneuverability				
9	Fuel ballast management system (trim and heel)		]		
10	Propeller design				

# Template for the Fields of Specialty Offered of Area of Expertise #5, Non-Destructive Test Analysis

Table 4.5					
#					

	# Fields of Specialty		ered	Mandatory	
#			No	Requirement of the Fields of Specialty	
1	Ultrasonic				
2	Magnetic particle				
3	Liquid/dye penetrant				
4	Radiography			Must meet a minimum	
5	Eddy-current			of three (3) of these	
6	Visual time-lapse analysis			eleven (11) Fields of	
7	Thermography			Specialty to qualify in	
8	Hydrostatic testing			this Area of Expertise.	
9	Vacuum box leak testing				
10	Positive material identification				
11	Vibration analysis				

# Template for the Fields of Specialty Offered of Area of Expertise #6, Shore-Based Marine **Communication and Navigation Systems**

		Offered		Mandatory	
#	Fields of Specialty	Yes	No	Requirement of the Fields of Specialty	
1	Radio communications and direction finder systems, Digital Selective Calling systems, satellite communications systems			Must meet a minimum of seven (7) of these	
2	Situational awareness and position reporting systems			fourteen (14) Fields of Specialty to qualify in	
3	Identification and tracking, GPS/DGPS systems, radar, electronic chart systems			this Area of Expertise.	

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4	Antennae and filtering (tuning)	
5	Marine telecommunication systems, cellular phones,	
5	integrated communication systems	
6	Digital techniques including voice digitization,	
0	compression, multiplexing and switching	
7	Meteorological systems, Navtex (Meteorological info	
'	in text form), weather fax, ice imagery	
8	Instrumentation and monitoring systems	
9	Uninterruptible power supplies	
10	Vessel traffic marine information systems	
11	Radar beacons	
12	Radio beacons	
13	Radio frequency multiplexers	
14	Programmable logic controllers	

# Template for the Fields of Specialty Offered of Area of Expertise #7, Marine Informatics Technology

		Offe	ered	Mandatory	
#	Fields of Specialty	Yes	No	Requirement of the Fields of Specialty	
1	Voice, data, and universal communications networks				
2	Computer systems (hardware, software and related technologies)				
3	Emerging telecommunications and information technologies and their application				
4	Telecommunication services and related regulatory environment and standards				
5	Wide area network/satellite/carrier service procurement				
6	Information systems standards			Must meet a minimum of	
7	Wired and wireless networks, hardware, software, power, cooling, monitoring, security and management			eight (8) of these fifteen (15) Fields of Specialty to qualify in this Area of Expertise.	
8	Remote patch management over unreliable connectivity			Expense.	
9	Network design best practices				
10	Communications control systems				
11	Remote monitoring and maintenance				
12	Technical database administration				
13	Custom programs and applications				
14	IT security			1	
15	Disaster recovery and business continuity				

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# Template for the Fields of Specialty Offered of Area of Expertise #8, Infrastructure

#### Table 4.8

		Offe	ered	Mandatory
#	Fields of Specialty	Yes	No	Requirements of the Fields of Specialty
1	Applicable regulations and codes, e.g. national building, electrical, fire, CSA S-37			Must meet this First (1 <sup>st</sup> ) Field of Specialty; and
2	Varying tower structures (guyed, freestanding; steel, aluminum; foundations; obstruction lighting; fall arrest, anti-climb; grounding; etc.)			
3	Communications buildings/trailers (turnkey services incl. electrical, HVAC, grounding, etc.)			Must also meet a
4	Site grounding systems			minimum of four (4) of
5	Other structures such as helicopter pads (timber, concrete), ice shields, fencing			these remaining eight (8) Fields of Specialty to
6	Land surveying, geomatics, erosion			qualify in this Area of
7	Marine structures such as docks, wharves, offshore piers, weirs, breakwaters, dolphins			Expertise.
8	Foundations and foundation stabilization			
9	Infrastructure asset condition assessments, surveys, inspections and advice			

# Template for the Fields of Specialty Offered of Area of Expertise #9, Shore-Based Mechanical, Electrical & Power Systems

		Offe	ered	Mandatory	
#	Fields of Specialty	Yes	No	Requirements of the Fields of Specialty	
1	Regulations and codes as applicable (e.g. Canadian Standards Association (CSA), building electrical code, Environment Canada fuel storage regulations)			Must meet this First (1 <sup>st</sup> ) Field of Specialty; and	
2	Electrical distribution, small (building) and large (site overhead/buried/submarine power supply cables)				
3	Battery technology				
4	Power generation and control systems, such as diesel generator sets and small wind power generation				
5	Solar power systems, alternative technologies (e.g. fuel cells)			Must also meet a minimum of <b>five (5)</b> of	
6	Combined technology power systems integration			these remaining <b>nine</b> (9) Fields of Specialty	
7	Fuel storage infrastructure (fuel tanks and piping, pressure vessels)			to qualify in this Area of Expertise.	
8	Alarm sensors and equipment monitoring systems			of Expertise.	
9	Heavy equipment (e.g. cranes, winches)				
10	Shore-based mechanical, electrical and power systems asset condition assessments, surveys, inspections and advice				

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# Template for the Fields of Specialty Offered of Area of Expertise #10, Aids to Navigation (ATON)

#### Table 4.10

	Fields of Specialty	Offe	ered	Mandatory	
#		Yes	No	Requirement of the Fields of Specialty	
1	Night-time visual ATON such as range lights, sector lights, and beacons (LED, incandescent, other)				
2	Audible ATON such as fog detectors and fog horns				
3	Floating ATON: buoy and buoy mooring systems (design, maintenance and performance; metallic, synthetic)				
4	<b>Metal</b> material sciences for ATON: corrosion, welding, failure, repair and mechanical properties				
5	Plastics material sciences for ATON: rotomoulding processes, pigmentation and UV protection of plastics, impact failure, mechanical properties			Must meet a minimum of <b>three (3)</b> of these	
6	Visual ATON recognition science, considering environmental factors, colour chromaticity, size and shape recognition			<b>ten (10)</b> Fields of Specialty to qualify in this Area of Expertise.	
7	Painting and coatings technology in a marine environment for shore (towers) and marine (buoys, anti-fouling) applications				
8	Radar cross-section of ATON – radar reflectors, environmental factors, sea conditions, size and shape recognition				
9	Lighting for ATON - optical engineering applicable to the marine environment				
10	ATON asset condition assessments, surveys, inspections and advice				

Template for the Fields of Specialty Offered of Area of Expertise #11, Vessel and Shore-Based Environmental Services

	Fields of Specialty	Offe	ered	Mandatory
#		Yes	No	Requirements of the Fields of Specialty
1	Applicable national and international environmental laws and regulations (Canadian Environmental Protection Act, CSA, International Maritime Organization etc.)			Must meet this First (1 <sup>st</sup> ) Field of Specialty; and
2	Hazardous materials and substances (e.g. heavy metals, asbestos)			
3	Contaminant detection and remediation (e.g. potable water, chemical, petro, mold, soil, air, coatings			Must also meet a minimum of <b>five (5)</b> of
4	Coating application, inspection, and certification			these remaining <b>nine</b>
5	Environmental management framework (carbon footprint, environmental loading assessment			(9) Fields of Specialty to qualify in this Area
6	Emissions and fuels (e.g. low sulphur, bio-fuels)			of Expertise.
7	Environmental sensors (e.g. anemometers, humidity)			]
8	Compliance audit experience			

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9	Waste audit and waste reduction work plan services		
10	Material recycling expertise including plastic and metal		

# Template for the Fields of Specialty Offered of Area of Expertise #12, Integrated Logistic Support

		Offe	ered	Mandatory	
#	Fields of Specialty	Yes	No	Requirement of the Fields of Specialty	
1	Technical data management, including planning, cataloguing, indexing and disposition plans				
2	Configuration management (CM) including: planning, configuration identification activities, requirements management and traceability, audit planning and reporting, CM of software				
3	Supply chain management including materiel acquisition and planning, spares optimization analysis and planning, facilities assessment and planning, packaging, handling, storage and transport				
4	Maintenance management including maintenance requirements analysis and planning using accepted methodologies such as SAE JAI 011 compliant reliability centered maintenance (RCMII), predictive maintenance programs, and implementation activities with Maximo, other asset management systems and/or Oracle databases			Must meet a minimum of three (3) of these six (6) Fields of Specialty to qualify in this Area of Expertise.	
5	Project planning, monitoring and/or control methodologies and performance analysis of technical/engineering projects				
6	Technical training management expertise in asynchronous and synchronous communication (e- learning); task analysis; terminal and enabling objectives; criterion tests; development and design of review tests; identifying training requirements and course schedules; and, development and design for evaluation of technical training				

 $\mbox{N}^\circ$  de l'invitation - Solicitation No. F7012-190001/B N° de réf. du client - Client Ref. No. F7012-190001 N° de la modif - Amd. No.

File No. - N° du dossier 029m1.F7012-190001 Id de l'acheteur - Buyer ID  $029ml \\ \text{N}^\circ \text{CCC} \ / \ \text{CCC} \ \text{No.} \ / \ \text{N}^\circ \ \text{VME} \ \text{-} \ \text{FMS}$ 

To respond to Sub-types of work, at MTC8 and MTC9, the Suppliers are advised to use the Tables 5.1 and 5.2 below:

# Template for the Sub-Types of Work Offered of Engineering and Technical Services for an Area of Expertise offered

#### Table 5.1

		Offe	ered	Mandatory	
#	Sub-Types of Work	Yes	No	Requirement of the Sub-Types of Work	
1	Prepare detailed architecture and engineering designs				
2	Prepare field/laboratory tests: test plan/procedure development, scale and/or full size trials, instrumentation, data collection, measurement, observation, material testing techniques such as Non- Destructive Test (NDT) analysis, diagnostics, troubleshooting, analysis and recommendations				
3	Prepare technical analyses such as stress analysis (structural, fatigue, vibration), failure investigation services, physical, numerical modeling, analysis and recommendations				
4	Create/revise engineering/production specifications, drawings, sketches, reports, technical standards, technical policies and related presentation materials			Must meet a	
5	Review technology trends, technology assessments			minimum of six (6) of these twelve (12)	
6	Conduct options analysis: research, assess, develop and define options to address system functional requirements			Sub-Types of Work to qualify in this Type of Work for a given	
7	Conduct analyses, develop business cases and justification using cost/benefit analyses, economic analyses, life cycle cost or a similar technique			Area of Expertise.	
8	Evaluate new technologies and systems				
9	Perform simulation/modeling such as 3D modelling and Finite Element Analysis (Except building a Prototype or assembling models in wood, plastic, metal, or other material				
10	Prepare design verification and validation procedures and documentation				
11	Perform, analyze and produce report on engineering surveys and inspections on future related implementation work				
12	Conduct technical risk assessments				

 $\ensuremath{\mathsf{N}^\circ}$  de l'invitation - Solicitation No. F7012-190001/B  $\ensuremath{\mathsf{N}^\circ}$  de réf. du client - Client Ref. No. F7012-190001 N° de la modif - Amd. No.

029ml.F7012-190001

File No. - N° du dossier

Id de l'acheteur - Buyer ID  $\begin{array}{l} 029ml \\ \text{N}^\circ \mbox{ CCC / CCC No./ N}^\circ \mbox{ VME - FMS} \end{array}$ 

# Template for the Sub-Types of Work of In-Service Support for an Area of Expertise offered

#### Table 5.2

			ered	Mandatory	
#	Sub-Types of Work	Yes	No	Requirement of the Sub-Types of Work	
1	Perform in-service technical inspections/surveys and/or user surveys to provide advice and recommendations				
2	Prepare specifications/reports for system operation, modification, maintenance, repair, refurbishment or upgrades				
3	Investigate/create/analyze/update maintenance requirements, plans, work procedures, documentation, methods and data requirements			Must meet a minimum of four (4)	
4	Investigate/analyze/update asset configuration management, technical aspects of supply chain management and technical data management policies, processes and procedures at or below the asset/system level			of these eight (8) Sub-Types of Work to qualify in this Type of Work for a given Area of Expertise.	
5	Perform equipment reliability, maintainability, optimization, and/or supportability analysis				
6	Conduct functional and physical configuration audits				
7	Conduct planning, evaluation and assessment of systems requirements				
8	Develop lay-up or disposal plans				

Canada requests the Supplier to complete the Templates provided for the Areas of Expertise offered with their respective Tables:

- Mandatory Technical Criteria Template in Table 1;
- Occupational Categories Templates in Tables 2.1 to 2.6;
- Areas of Expertise Offered Template in Table 3;
- Fields of Specialty Offered Templates in Tables 4.1 to 4.12; and
- Sub-Types of Work Offered Templates in Tables 5.1 and 5.2.

# (Project name to be included by CCG in RFP below \$40K, then delete this instruction)

(The Identified Users must use the following Template for RFP / Contract for any project / requirement below \$40,000 under this SA. After first reading, then delete this instruction.)

(The Template contains the automatic Table of Contents. After having deleted, added or changed the text in the body of the document below, which is to be updated by CCG prior to finalize RFP, then delete this instruction.)

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### 1. PART A - INFORMATION AND INSTRUCTIONS

#### 1.1. Security Requirements

There is no security requirement associated with this bid solicitation.

#### 1.2. Statement of Work

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

#### 1.3. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

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

#### 1.3.1. Insurance - Proof of Availability Prior to Contract Award

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

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

# 1.4. Submission of Bids

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

E-mail address: \_\_\_\_\_\_ (E-mail address for submission of bids to be completed by CCG in RFP, then delete this instruction.)

#### 1.5. Certifications and Additional Information

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

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

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

#### 1.5.1. Certifications Required with the Bid

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

#### 1.5.1.1. Integrity Provisions - Declaration of Convicted Offences

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

#### 1.5.1.2 COVID-19 Vaccination Requirement and Certification

#### 1.5.1.2.1 COVID-19 Vaccination Requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

#### 1.5.1.2.2 COVID-19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

#### **COVID-19 Vaccination Requirement Certification**

personnel that

I, \_\_\_\_\_\_ (first and last name), as the representative of \_\_\_\_\_\_ (name of business) pursuant to

(insert solicitation number), warrant and certify that all (name of business) will provide on the

resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada;
- until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_\_ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier

#### (Project name to be included by CCG in RFP below \$40K, then delete this instruction)

Personnel, and that the \_\_\_\_\_ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _	
Date:	

# 1.5.2. Certifications Precedent to Contract Award and Additional Information

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

# 1.5.2.1. Integrity Provisions – Required Documentation

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

# 1.5.2.2. Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

(\_\_\_\_) the services offered are Canadian services as defined in paragraph 2 of clause A3050T.

#### 1.5.2.3. Canadian Content Definition

SACC Manual clause A3050T (2020-07-01) Canadian Content Definition

#### 1.6. Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than seven (7) calendar days *(Another duration could be completed by CGG in RFP, then delete this instruction.)* before the bid closing date. Enquiries received after that time may not be answered.

# 1.7. Evaluation Procedures

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

#### 1.7.1. Technical Evaluation

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

## 1.7.1.1. Mandatory Technical Criteria

## A. Personnel Evaluation

i. Existing Pre-qualified Personnel

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

ii. New Personnel

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

SA Authority Yvan Guay Yvan.Guay@tpsgc-pwgsc.gc.ca Tel: 819-962-4038

CCG Project Authority

TBD

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

- i. The Mandatory Technical Criteria are listed in Annex "C", Technical Evaluation Plan.
- ii. No point rated criteria to select based on best value is allowed under this SA since the basis of selection is based on the responsive bid with the lowest evaluated price.

## 1.7.1.2. Financial Evaluation

The mandatory financial criteria are listed in Annex "B", Basis of Payment / Financial Evaluation Plan. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Incoterms 2010 "DDP Delivered Duty Paid" destination, Canadian customs duties and excise taxes included.

## 1.7.2. Basis of Selection

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

At contract award, the Technical Project Officer must forward to the **<u>SA Authority</u>** and the <u>**CCG Project**</u> **<u>Authority</u>** an Evaluation Report.

## 1.8. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. (Another Province based on CCG vessel location could be completed by CGG in RFP, then delete this instruction.)

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

## 1.9. Debriefings

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

## 1.10. Bid Challenge and Recourse Mechanisms

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

## 1. PART B - RESULTING CONTRACT CLAUSES

#### 1.1. Security Requirements

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

## 1.2. Statement of Work

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

## 1.3. Standard Clauses and Conditions

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

The Articles of Supply Arrangement No. F7012-190001/\_\_\_/ML apply to and form part of the Contract under the supply arrangement. . (CCG will insert number of SA at contract award.)

## 1.3.1 General Conditions

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

## 1.3.2 Supplemental General Conditions

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

#### 1.3.3 Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

## 1.4. Term of Contract

#### 1.4.1 Period of the Contract

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

#### 1.5. Authorities

#### 1.5.1 CCG Contracting Authority

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

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

## 1.5.2 Technical Project Officer

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

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

# 1.6. Payment

## 1.6.1 Basis of Payment

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

## 1.6.2 Travel and Living

- **1.6.2.1** The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.
- **1.6.2.2** All travel must have the prior authorization of the Technical Project Officer.
- **1.6.2.3** All payments are subject to government audit.
- **1.6.2.4** Canada will not reimburse the Contractor for any expenses listed in section 1.6.2.1 within a 20 km radius between the Contractor's facility and the work site.

## 1.6.3 Limitation of Expenditure

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

whichever comes first.

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

# 1.6.4 Single Payment

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

## 1.7. Invoicing Instructions

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

Each invoice must be supported by:

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

## **1.8.** Certifications and Additional Information

#### 1.8.1 Compliance

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

## 1.9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario \_\_\_\_\_\_. (Another Province based on CCG vessel location could be completed by CGG in RFP, then delete this instruction.) (CCG will insert the name of the province or territory as specified by the Bidder in its bid, if applicable at contract award.)

## 1.10. Priority of Documents

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

- a. the Articles of Agreement;
- b. the Articles of Supply Arrangement No. F7012-190001/\_\_/ML; (CCG will insert number of SA at contract award)
- c. the supplemental general conditions <u>4006</u> (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- d. the general conditions <u>2010B</u> (2020-05-28), General Conditions Professional Services (Medium Complexity);
- e. Annex "A", Statement of Work;
- f. Annex "B", Basis of Payment; and
- g. the Contractor's bid dated \_\_\_\_\_. (CCG will insert date of bid at contract award).

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

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

# 1.12. Inspection and Acceptance of Work

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

## 1.13. Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

# (Project name to be included by CCG in RFP below \$40K, then delete this instruction)

- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<u>Dispute Resolution</u>".

Annex "A"

**Statement of Work** 

(See attachment) (CCG Technical Project Officer will provide the Statement of Work in RFP, then delete this instruction.)

## Annex "B"

## **Basis of Payment / Financial Evaluation Plan**

(CCG will delete the words Financial Evaluation Plan from the RFP Annex "B" title at contract award).

## A. Occupational Categories

The Bidder must provide firm per diem rates, quantity in days and extended prices with subtotal in the following table. The Bidder provided per diem rates by occupational category must not exceed the maximum per diem rates of that occupational category in their Supply Arrangement. (CCG will delete the above Bidder instruction at contract award.)

The Contractor will be paid firm per diem rates as follows for Work performed in accordance with the Contract:

Description	Per Diem Rates	Quantity in days	Extended prices	Proposed Resource*
Occupational Category				
- Senior Engineer	\$		\$	
- Intermediate Engineer	\$		\$	
- Senior Technical Specialist	\$		\$	
- Intermediate Technical Specialist	\$		\$	
- Senior Technologist	\$		\$	
- Intermediate Technologist	\$		\$	
Sub-total 1			\$	

\* The Proposed Resource must meet the Technical Evaluation Criteria of their respective occupational category. (CCG will enter each name of proposed resource meeting the Technical Evaluation Criteria of their respective occupational category and Mandatory Technical Criteria for this Project, if applicable, at contract award.)

Note: The supplier will be declared financially non-compliant if the above proposed rates are higher than the Maximum per diem rates in the SA. (CCG will delete this Note at contract award.)

## B. Travel & Living

The Bidder must provide travel and living information with sub-total and total in the following table. (CCG will delete the above Bidder instruction at contract award.)

The Contractor will be reimbursed its Travel and Living expenses as follows in accordance with the Contract:

Rates	Unit of issue (day or km or lot)	Extended prices
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
		\$
	\$ \$ \$ \$ \$ \$	Rates(day or km or lot)\$\$\$\$\$\$\$\$\$\$\$\$\$\$

## Annex "C"

## **Technical Evaluation Plan**

## 1.0 GENERAL

1.1 Technical proposals will be evaluated on the qualifications, knowledge and experience of the Bidder and proposed resources. The evaluation criteria against which the technical proposal will be evaluated are as set out in this Annex. Bidders are advised to address each requirement in sufficient depth to permit a complete analysis and assessment by the evaluation team. Failure to provide sufficient detail could result in a proposal being evaluated as technically NON-COMPLIANT.

## 2.0 METHOD OF EVALUATION

2.1 The technical proposal will be evaluated as follows:a. Mandatory Technical Criteria as per Article 3.0 of this Annex.

## 3.0 MANDATORY TECHNICAL CRITERIA

- 3.1 The technical proposal must meet all the mandatory technical criteria specified below. If following evaluation of all mandatory technical criteria, the Bidder's proposal fails to meet any of the mandatory technical criteria, the Bidder's proposal will be considered as technically NON-COMPLIANT.
- 3.2 Demonstration of Experience and Capability. The Bidder's technical proposal must demonstrate the experience and capability to complete the work as outlined in the Statement of Work in the 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. Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.
- **3.3 Curriculum Vitae (CV)**. The Bidder's technical proposal shall provide a completed Curriculum Vitae (preferably following the format set out in Templates provided in the Appendix 1 to this Annex "C") for each proposed resource for its respective Occupational Category. The Curriculum Vitae shall fully demonstrate that the proposed resource meet or exceed the Mandatory Technical Criteria for Education, Certification and Experience for its respective Occupational Category.

## 3.3.1. Mandatory Technical Criteria (MTC)

The Bidder's technical proposal must meet the following Mandatory Technical Criteria (MTC):

No,	Mandatory Technical Criteria (MTC)	Met/Not Met Comments
Bidder'	s Response to Statement of Work:	
MTC1	<b>Objective:</b> The Bidder must provide a demonstration of its clear understanding of the objective, scope and work items of the Statement of Work in the Annex "A" to ensure satisfactory performance. (CCG will modify and adapt Mandatory Technical Criteria and delete this instruction.)	

-		
MTC2	<b>Relevant Similar Project:</b> The Bidder must provide details of a project of similar nature to the Statement of Work in the Annex "A".	
MTC3	Approach and Methodology: The Bidder must	
WITC5		
	provide a clear outline and thorough step by step	
	discussion of its proposed approach and	
	methodology to satisfy the objective, scope and work	
	items of the Statement of Work in the Annex "A".	
Require	ed Occupational Category Candidate's Name:	
MTC4	The Bidder's technical proposal must contain a	
111104	minimum of one (1) proposed resource from the	
	required occupational categories within the Area of	
	Expertise of this project. This project is within the	
	Area of Expertise: (CCG will select one	
	(1) of the following twelve (12) Areas of Expertise,	
	delete the unused Areas of Expertise and delete this	
	instruction.)	
	"(1.) Naval Architecture"	
	"(2.) Marine Mechanical Engineering"	
	"(3.) Marine Electrical Control and Power Systems"	
	(4.) Hovercraft Systems"	
	"(5.) Non-Destructive Test Analysis"	
	"(6.) Shore-Based Marine Communication and	
	Navigation Systems"	
	"(7.) Marine Informatics Technology"	
	"(8.) Infrastructure"	
	(9.) Shore-Based Mechanical, Electrical and Power	
	Systems"	
	"(10.) Aids to Navigation"	
	"(11.) Vessel and Shore-Based Environmental	
	Services"	
	"(12.) Integrated Logistic Support" and must include	
	the candidate's name.	
	(CCG will select the following text if the project is	
	under the Area of Expertise <b>1, 5, 8, or 9</b> and delete	
	this instruction.)	
	The Bidder's technical proposal must contain a	
	minimum of (1) proposed resource from the following	
	required occupational categories:	
	"Senior Engineer", or	
	"Intermediate Engineer".	
	(CCG will select the following text if the project is	
	under the Area of Expertise <b>2, 3, 4, 6, 7, 10, 11, or</b>	
	<b>12</b> and delete this instruction.)	
	The Bidder's technical proposal must contain a	
	minimum of (1) proposed resource from the following	
	required occupational categories:	
	"Senior Engineer", or	
	"Senior Technical Specialist", or	
	"Intermediate Engineer", or "Intermediate Technical	
	Specialist".	
		I

MTC5	The Bidder's proposed resource from a minimum of one (1) of the required occupational categories within the Area of Expertise of this project at MTC4 must meet all Mandatory Technical Criteria of its respective Occupational Category as detailed in the Supply Arrangement Annex "A", Article 4.4.	
MTC6	The Bidder's proposed resource from a minimum of one (1) of the required occupational categories within the Area of Expertise of this project at MTC4 and MTC5 must be an employee of the Bidder and be listed in the Bidder's SA List of Personnel. If the proposed resource is not listed within the Bidder's SA List of Personnel, the candidate's name must be added to that list prior to a contract award.	
	nal Occupational Categories Candidate's Names:	
MTC7	If any additional proposed resource is offered by the Bidder, the Bidder's technical proposal must contain only any additional proposed resource from one (1) of the occupational categories: "Senior Engineer", or "Senior Technical Specialist", or "Senior Technician", or "Intermediate Engineer", or "Intermediate Technical Specialist", or "Intermediate Technician"; must include the candidate's name; and must meet all Mandatory Technical Criteria of its respective Occupational Category as detailed in the Supply Arrangement Annex "A", Article 4.4.	
MTC8	If any additional proposed resource is offered by the Bidder, each Bidder's additional proposed resource at MTC7 must be its own employee or subcontractor approved under the Bidder's SA List of Subcontractors. If a Supplier was to use resource from a subcontractor to provide a candidate, a signed cooperation agreement between the parties must be signed for the duration of the contract and provided with the technical proposal at time of bid closing.	

## Appendix 1 to Annex "C"- Templates

# Occupational Categories Templates for this Technical Evaluation Plan

The Templates are available upon request and are prepared with the Mandatory Technical Criteria of each respective Occupational Category as detailed in the Supply Arrangement Annex "A", Article 4.4.

(The Identified Users must use the following Template for RFP / Contract for any project / requirement at or above \$40,000 and below \$100,000 under this SA. After first reading, then delete this instruction.)

(The Template contains the automatic Table of Contents. After having deleted, added or changed the text in the body of the document below, which is to be updated by CCG prior to finalize RFP, then delete this instruction.)

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# PART 1 - GENERAL INFORMATION

## 1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

# 1.2 Statement of Work

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

# 1.3 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 Canadian Content

The requirement is limited to Canadian services.

## 1.5 COVID-19 Vaccination Requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

# 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

# 2.1.1. Insurance - Proof of Availability Prior to Contract Award

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

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

## 2.2 Submission of Bids

Bids must be submitted only to the e-mail address specified below by the date and time for submission of bids indicated on page 1 of the bid solicitation:

E-mail address: \_\_\_\_\_\_ (E-mail address for submission of bids to be completed by CCG in RFP, then delete this instruction.)

# 2.3 Former Public Servant - Competitive Bid

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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation</u> <u>Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament</u> <u>Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, 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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

## 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 seven (7) calendar days (*Another duration could be completed by CGG in RFP, then delete this instruction.*) 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. (Another Province based on CCG vessel location could be completed by CGG in RFP, then delete this instruction.)

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

#### 2.6 Bid Challenge and Recourse Mechanisms

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

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

## PART 3 - BID PREPARATION INSTRUCTIONS

#### 3.1 Bid Preparation Instructions

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

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

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

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

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 Basis of Payment in clause 6.7.1, Basis of Payment and Annex "B", Basis of Payment / Financial Evaluation Plan.

#### Section III: Certifications

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

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

#### A. Personnel Evaluation

i. Existing Pre-qualified Resources

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

## ii. New Resources

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

SA Authority Yvan Guay Yvan.Guay@tpsgc-pwgsc.gc.ca Tel: 819-962-4038

CCG Project Authority TBD

# **B. Mandatory Technical Criteria**

- i. The Mandatory Technical Criteria are listed in Annex "C", Technical Evaluation Plan.
- ii. No point rated criteria to select based on best value is allowed under this SA since the basis of selection is based on the responsive bid with the lowest evaluated price.

# 4.1.2 Financial Evaluation

The mandatory financial criteria are listed in Annex "B", Basis of Payment / Financial Evaluation Plan. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Incoterms 2010 "DDP Delivered Duty Paid" destination, Canadian customs duties and excise taxes included.

# 4.2 Basis of Selection

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

At contract award, the Technical Project Officer must forward to the **<u>SA Authority</u>** and the <u>**CCG Project**</u> **<u>Authority</u>** an Evaluation Report.

# 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 <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

## 5.1.2 Additional Certifications Required with the Bid

## 5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

(\_\_\_\_) the services offered are Canadian services as defined in paragraph 2 of clause A3050T.

## 5.1.2.2 Canadian Content Definition

SACC Manual clause <u>A3050T</u> (2020-07-01) Canadian Content Definition

## 5.1.2.3 COVID-19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

## **COVID-19 Vaccination Requirement Certification**

I,	(first and last name), as the representative of
	(name of business) pursuant to
	(insert solicitation number), warrant and certify that all
personnel that	(name of business) will provide on the
resulting Contract who access federal gover	nment workplaces where they may come into contact with
public servants will be:	

(a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or

(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_\_ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_\_ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature:	
Date:	

## 5.2 Certifications Precedent to Contract Award and Additional Information

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

## 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (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 <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> 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

#### 5.2.3.1 Status and Availability of Resources

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

#### 5.2.3.2 Education and Experience

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

## 5.2.3.3 Conflict of Interest and Restrictions on Bidding

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

1) The Contractor agrees that during a period of two (2) years following the delivery and acceptance of the deliverables under a contract resulting from this Supply Arrangement Request for Proposal (hereinafter "SA Contract"), neither it nor any of its affiliates nor its subcontractors or any of the subcontractor's affiliates performing that SA Contract may bid or participate as a subcontractor or consultant or in any other role in the preparation of any bidder's bid for any future contract related to the SA Contract that would create an unfair advantage or conflict of interest. Affiliate is as defined in the

Canada Business Corporations Act, R.S.C. 1985, Chapter 44, as amended. The Contractor must bind its subcontractors and all applicable affiliates accordingly in order that they comply with this provision.

2) Any bid prohibited by paragraph 1) will be deemed non-responsive and will not be considered. If a violation is discovered after award of a future contract, the violation shall be grounds for termination under the default provisions of the Contract.

3) The Contractor shall indemnify and save harmless Canada, the Minister and their servants and agents (the indemnitees) from and against any damages, costs and expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur and suffer as a result or arising out of any loss or damage which may be or alleged to be caused to or suffered by any person subject to any of the above restrictions, and for all loss or damage suffered by any of the indemnities as a result of any breach by the Contractor of these restrictions.

## 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

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

## 6.2 Statement of Work

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

## 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>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.</u>

The articles of supply arrangement F7012-190001/\_\_\_/ML apply to and form part of the Contract. (CCG will insert number of SA at contract award.)

## 6.3.1 General Conditions

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

#### 6.3.2 Supplemental General Conditions

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

#### 6.3.3 Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

#### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

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

#### 6.5 Authorities

#### 6.5.1 CCG Contracting Authority

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

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

## 6.5.2 Technical Project Officer

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

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

# 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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

# OR

Not Applicable. (CCG will keep the text: "Not Applicable" under this section 6.6 Proactive Disclosure of Contracts with Former Public Servants if no former public servant at contract award.)

# 6.7 Payment

# 6.7.1 Basis of Payment

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

## 6.7.2 Travel and Living

- 6.7.2.1 The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.
- 6.7.2.2 All travel must have the prior authorization of the Technical Project Officer.
- 6.7.2.3 All payments are subject to government audit.
- 6.7.2.4 Canada will not reimburse the Contractor for any expenses listed in section 6.7.2.1 within a 20 km radius between the Contractor's facility and the work site.

# 6.7.3 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed the amount indicated on page one (1) of the Contract, Customs duties are included and Applicable Taxes are included.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not

perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed; or
- b. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

## 6.7.4 Single Payment

SACC Manual clause <u>H1000C</u> (2008-05-12) Single Payment

## 6.8 Invoicing Instructions

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

Each invoice must be supported by:

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

# 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.

## 6.9.2 Canadian Content Certification

A3060C (2008-05-12) Canadian Content Certification

## 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 \_\_\_\_\_\_. (Another Province based on CCG vessel location could be completed by CGG in RFP, then delete this instruction.) (CCG will insert the name of the province or territory as specified by the Bidder in its bid, if applicable at contract award.)

#### 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.

- the Articles of Agreement; (a)
- the Articles of Supply Arrangement No. F7012-190001/ /ML; (CCG will insert number of SA at (b) contract award)
- the supplemental general conditions 4006 (2010-08-16), Supplemental General Conditions -(c) Contractor to Own Intellectual Property Rights in Foreground Information;
- (d) the general conditions 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity);
- (e)
- Annex "A", Statement of Work; Annex "B", Basis of Payment; and (f)
- the Contractor's bid dated the Contractor's bid dated \_\_\_\_\_ (CCG will insert date of bid at (g) contract award).

#### 6.12 Limitation of Contractor's Liability for Damages to Canada

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

#### 6.13 Conflict of Interest and Restrictions on Bidding

The Contractor acknowledges and agrees that as a result of this SA Contract, the Contractor may have access to proprietary or confidential information or to information related to future bid solicitations or future contracts (collectively "future contracts") for work related to the Work that will be performed under the Contract. The Contractor accordingly agrees to the following restrictions to avoid any unfair advantage or conflict of interest:

The Contractor agrees that during a period of two (2) years following the delivery and acceptance 1) of the deliverables under this SA Contract, neither it nor any of its affiliates nor its subcontractors or any of the subcontractor's affiliates performing that SA Contract may bid or participate as a subcontractor or consultant or in any other role in the preparation of any bidder's bid for any future contract related to the SA Contract that would create an unfair advantage or conflict of interest. Affiliate is as defined in the Canada Business Corporations Act, R.S.C. 1985, Chapter 44, as amended. The Contractor must bind its subcontractors and all applicable affiliates accordingly in order that they comply with this provision.

2) Any bid prohibited by paragraph 1) will be deemed non-responsive and will not be considered. If a violation is discovered after award of a future contract, the violation shall be grounds for termination under the default provisions of the Contract.

3) The Contractor shall indemnify and save harmless Canada, the Minister and their servants and agents (the indemnitees) from and against any damages, costs and expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur and suffer as a result or arising out of any loss or damage which may be or alleged to be caused to or suffered by any person subject to any of the above restrictions, and for all loss or damage suffered by any of the indemnities as a result of any breach by the Contractor of these restrictions.

# 6.14 Inspection and Acceptance of Work

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

# 6.15 Dispute Resolution

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

# Annex "A"

## Statement of Work

(See attachment)

(CCG Technical Project Officer will provide the Statement of Work in RFP, then delete this instruction.)

# Annex "B"

# **Basis of Payment / Financial Evaluation Plan**

(CCG will delete the words Financial Evaluation Plan from the RFP Annex "B" title at contract award).

# A. Occupational Categories

The Bidder must provide firm per diem rates, quantity in days and extended prices with subtotal in the following table. The Bidder provided per diem rates by occupational category must not exceed the maximum per diem rates of that occupational category in their Supply Arrangement. (CCG will delete the above Bidder instruction at contract award.)

The Contractor will be paid firm per diem rates as follows for Work performed in accordance with the Contract:

Description	Per Diem Rates	Quantity in days	Extended prices	Proposed Resource*
Occupational Category				
1. Senior Engineer	\$		\$	
2. Intermediate Engineer	\$		\$	
3. Senior Technical Specialist	\$		\$	
4. Intermediate Technical Specialist	\$		\$	
5. Senior Technologist	\$		\$	
6. Intermediate Technologist	\$		\$	
Sub-total 1			\$	

\* The Proposed Resource must meet the Technical Evaluation Criteria of their respective occupational category. (CCG will enter each name of proposed resource meeting the Technical Evaluation Criteria of their respective occupational category and Mandatory Technical Criteria for this Project, if applicable, at contract award.)

Note: The Bidder will be declared financially non-compliant if the above proposed rates are higher than the Maximum per diem rates in the SA. (CCG will delete this Note at contract award.)

# B. Travel & Living

The Bidder must provide travel and living information with sub-total and total in the following table. (CCG will delete the above Bidder instruction at contract award.)

The Contractor will be reimbursed its Travel and Living expenses as follows in accordance with the Contract:

Description	Rates	Unit of issue (day or km or lot)	Extended prices
- As per Section 6.7.2.1 - Meals	\$		\$
- As per Section 6.7.2.1 - Private Vehicle	\$		\$
- Hotel	\$		\$
- Airplane	\$		\$
- Train	\$		\$
- Rental Car	\$		\$
- Other travel costs	\$		\$
Sub-total 2			\$
TOTAL (Sub-total 1 + Sub-total 2)			\$

# Annex "C"

## Technical Evaluation Plan

## 1.0 GENERAL

1.1 Technical proposals will be evaluated on the qualifications, knowledge and experience of the Bidder and proposed resources. The evaluation criteria against which the technical proposal will be evaluated are as set out in this Annex. Bidders are advised to address each requirement in sufficient depth to permit a complete analysis and assessment by the evaluation team. Failure to provide sufficient detail could result in a proposal being evaluated as technically NON-COMPLIANT.

## 2.0 METHOD OF EVALUATION

2.1 The technical proposal will be evaluated as follows:a. Mandatory Technical Criteria as per Article 3.0 of this Annex.

# 3.0 MANDATORY TECHNICAL CRITERIA

- 3.1 The technical proposal must meet all the mandatory technical criteria specified below. If following evaluation of all mandatory technical criteria, the Bidder's proposal fails to meet any of the mandatory technical criteria, the Bidder's proposal will be considered as technically NON-COMPLIANT.
- 3.2 Demonstration of Experience and Capability. The Bidder's technical proposal must demonstrate the experience and capability to complete the work as outlined in the Statement of Work in the 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. Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.
- **3.3 Curriculum Vitae (CV)**. The Bidder's technical proposal shall provide a completed Curriculum Vitae (preferably following the format set out in Templates provided in the Appendix 1 to this Annex "C") for each proposed resource for its respective Occupational Category. The Curriculum Vitae shall fully demonstrate that the proposed resource meet or exceed the Mandatory Technical Criteria for Education, Certification and Experience for its respective Occupational Category.

# 3.3.1. Mandatory Technical Criteria (MTC)

The Bidder's technical proposal must meet the following Mandatory Technical Criteria (MTC):

No,	Mandatory Technical Criteria (MTC)	Met/Not Met Comments
Bidder'	s Response to Statement of Work:	
MTC1	<b>Objective:</b> The Bidder must provide a demonstration of its clear understanding of the objective, scope and work items of the Statement of Work in the Annex "A" to ensure satisfactory performance. (CCG will modify and adapt Mandatory Technical Octimized debte this instruction)	
	Criteria and delete this instruction.)	

MTC2	Relevant Similar Project: The Bidder must provide	
	details of a project of similar nature to the Statement	
	of Work in the Annex "A".	
MTC3	Approach and Methodology: The Bidder must	
WITC5		
	provide a clear outline and thorough step by step	
	discussion of its proposed approach and	
	methodology to satisfy the objective, scope and work	
	items of the Statement of Work in the Annex "A".	
Require	ed Occupational Category Candidate's Name:	
MTC4	The Bidder's technical proposal must contain a	
	minimum of one (1) proposed resource from the	
	required occupational categories within the Area of	
	Expertise of this project. This project is within the	
	Area of Expertise: (CCG will select one	
	(1) of the following twelve (12) Areas of Expertise,	
	delete the unused Areas of Expertise and delete this	
	instruction.)	
	"(1.) Naval Architecture"	
	"(2.) Marine Mechanical Engineering"	
	"(3.) Marine Electrical Control and Power Systems"	
	"(4.) Hovercraft Systems"	
	"(5.) Non-Destructive Test Analysis"	
	"(6.) Shore-Based Marine Communication and	
	Navigation Systems"	
	"(7.) Marine Informatics Technology"	
	"(8.) Infrastructure"	
	"(9.) Shore-Based Mechanical, Electrical and Power	
	Systems"	
	"(10.) Aids to Navigation"	
	(11.) Vessel and Shore-Based Environmental	
	Services"	
	"(12.) Integrated Logistic Support" and must include	
	the candidate's name.	
	(CCG will select the following text if the project is	
	under the Area of Expertise 1, 5, 8, or 9 and delete	
	this instruction.)	
	The Bidder's technical proposal must contain a	
	minimum of (1) proposed resource from the following	
	required occupational categories:	
	"Senior Engineer", or	
	"Intermediate Engineer".	
	(CCG will select the following text if the project is	
	under the Area of Expertise 2, 3, 4, 6, 7, 10, 11, or	
	<b>12</b> and delete this instruction.)	
	The Bidder's technical proposal must contain a	
	minimum of (1) proposed resource from the following	
	required occupational categories:	
	"Senior Engineer", or	
	"Senior Technical Specialist", or	
	"Intermediate Engineer", or "Intermediate Technical	
	Specialist".	

MTC5	The Bidder's proposed resource from a minimum of	
	one (1) of the required occupational categories within the Area of Expertise of this project at MTC4 must	
	meet all Mandatory Technical Criteria of its respective Occupational Category as detailed in the	
	Supply Arrangement Annex "A", Article 4.4.	
MTC6	The Bidder's proposed resource from a minimum of	
	one (1) of the required occupational categories within the Area of Expertise of this project at MTC4 and	
	MTC5 must be an employee of the Bidder and be listed in the Bidder's SA List of Personnel. If the	
	proposed resource is not listed within the Bidder's SA	
	List of Personnel, the candidate's name must be added to that list prior to a contract award.	
Additio	nal Occupational Categories Candidate's Names:	
MTC7	If any additional proposed resource is offered by the Bidder, the Bidder's technical proposal must contain only any additional proposed resource from one (1) of the occupational categories: "Senior Engineer", or "Senior Technical Specialist", or "Senior Technician", or "Intermediate Engineer", or "Intermediate Technical Specialist", or "Intermediate Technician"; must include the candidate's name; and must meet all Mandatory Technical Criteria of its respective Occupational Category as detailed in the Supply	
	Arrangement Annex "A", Article 4.4.	
MTC8	If any additional proposed resource is offered by the Bidder, each Bidder's additional proposed resource at MTC7 must be its own employee or subcontractor approved under the Bidder's SA List of Subcontractors. If a Supplier was to use resource from a subcontractor to provide a candidate, a signed cooperation agreement between the parties must be signed for the duration of the contract and provided with the technical proposal at time of bid closing.	

## Appendix 1 to Annex "C" – Templates

## Occupational Categories Templates for this Technical Evaluation Plan

The Templates are available upon request and are prepared with the Mandatory Technical Criteria of each respective Occupational Category as detailed in the Supply Arrangement Annex "A", Article 4.4.