



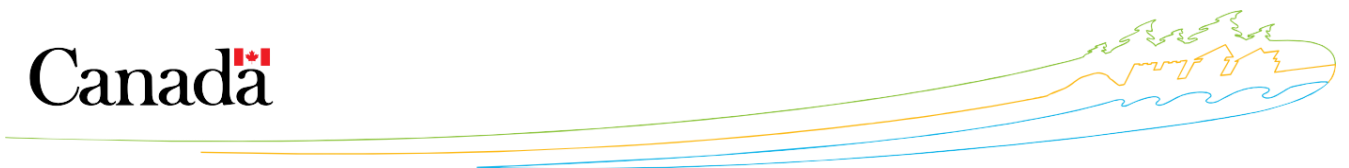
STATEMENT OF REQUIREMENTS

NAVAL ARCHITECT AND QUALITY ADVISOR MINGAN ARCHIPELAGO NATIONAL PARK RESERVE

**Parks Canada Agency
Mingan Field unit**

April 10, 2024

Canada





VERSUS



1. OBJECT:

1.1.1 The Parks Canada Agency (PCA) Mingan Field Unit, manages the Mingan Archipelago National Park Reserve. This park covers about 2,000 km² in the Gulf of St. Lawrence and includes nearly a thousand islands and islets. The field unit must ensure the transport of various equipment, materials, products, and vehicles as well as the movement of employees who must go to their workstation on the islands via a boat adapted to the specificities of the place.

1.1.2 To fulfill its mandate, the field unit wishes to obtain an aluminum landing craft boat and a transport trailer to support its operations in the archipelago. An option will also be requested for the possible purchase of a second and/or a third similar boat in the year following the delivery of the first boat. The particular environment and operational needs of the archipelago, as well as the existing infrastructure that will be used to maintain the boat, require a landing craft type boat with certain specificities allowing it to navigate in the sector and serve islands without dock. This therefore requires being able to approach in shallow waters and to come and gently aground the boat on rocky beaches to unload the cargo via the ramp at the front of the boat.

1.1.3 In order to properly define the needs of the desired barge, PCA obtained the services of an expert in the maritime field. The naval architecture firm became aware of the needs of the Mingan field unit and validated the needs to ensure that the requirements were met by the products offered by the industry. A statement of technical requirements meeting the requirements from the field unit was developed. A call for tenders will soon be launched to select a contractor to manufacture the landing craft. Once the first boat is delivered, the Mingan Field Unit team will test it at the site of use. Following this test, the field unit will decide whether or not to raise its option with the CONTRACTOR for a 2nd or 3rd landing craft.

1.1.4 To accompany and support it, as needed, during the construction of the boat and possible options, PCA is seeking the services of a naval architecture firm capable of providing technical assistance and advice on request during the construction of the hovering barge by the successful contractor.

1.1.5 The purpose of this document is to provide, on request and as required, naval architecture services and senior consultant services in support of the construction project of one or more landing craft that will be delivered to the PCA, Mingan Field Unit.

1.1.6 If the option for additional boats is lifted, the type of services requested will be in the same range for the construction of the 3 landing crafts, but its scope may vary from one barge to another as required, with issues and questions that will be raised and specific to each boat. The technical assistance requested may thus include any combination of services defined in this statement of requirements.

1.2 Level of technical expertise, official languages, qualifications, and experience required.

1.2.1 The naval architect firm will provide bilingual professional services with appropriate expertise in naval architecture to provide advice or technical recommendations as required during the construction of one or more landing craft over a few years. The selected firm will provide specialized services based on a previously

defined technical statement of requirements. A contractor will be selected for construction through a call for tenders based on the technical requirements in question. The firm will contribute, as required by PCA, to assist in the construction of the landing craft and potentially up to two other optional barges for use by the Mingan Field Unit.

1.2.2 The firm's professionals assigned to attend the supervision of the works must have relevant experience allowing them to issue professional opinions related to the design, construction, tests, applicable regulations, and the performance of a type of vessel such as an aluminum floating hull landing craft. This experience should include direct participation in consulting or supervisory activities during boat construction.

1.2.3 People must be morally, legally, and financially independent of the shipyard that will have the mandate to build landing crafts. They must be bilingual so that they can communicate, orally and in writing, in French with PCA staff and possibly in English or French with the contractor selected to build the boat.

2. SERVICES REQUIRED:

2.1.1 The services defined in this statement of requirements depend on the conclusion of a tender for the purchase of the landing craft leading to a contract for the purchase of the boat. If this tender for the landing craft is not successful, PCA may delay or cancel the implementation date of this request for Naval Architecture Services, depending on the circumstances.

2.1.2 The Naval Architect shall, upon request of PCA, provide the services described in this part following the Contract Terms.

2.1.3 The selected firm will therefore be required to provide a range of naval architecture services based on the tasks that will be assigned on a case-by-case basis by PCA, which could include, among other things, without limitation, project progress reports and technical or strategic recommendations, monitoring services, revision of certain plans, procedures or technical documents such as stability or regulatory compliance booklets, meetings with PCA and/or the contractor, technical issues related to the warranty period, etc.

2.1.4 The firm will be expected to carry out its mandate using best practices to meet PCA's needs, within the approved scope, quality, budget, and schedule of work. It will ensure open communication with all PCA members and stakeholders, including the construction contractor, throughout all phases of the mandate.

2.1.5 The naval architect is NOT entitled to change the nature of the work or the price of the agreement for the boat to be built. Authorized change orders must be issued through the appropriate PCA channels for all contract amendments and terms of the construction contractor, including those that do not affect the cost of the project, such as schedule, substitutions, etc.

2.2 Without limitation, PCA may assign to the firm tasks covering, as required, the following services:

2.2.1 Familiarize yourself and master the relevant elements related to the project of acquisition and delivery of the landing craft. In particular:

2.2.1.1 Reading of the technical specification defining, on approximately 75 pages, the needs and requirements of PCA used for the tender for the acquisition of the landing craft. It should be noted that the specification mentions response times to the Contractor to which the PCA and the firm, if applicable, will have to comply. Also, take note of any amendments or additions made during the call for tenders.

2.2.2 Attend PCA team meetings with the Contractor. Without limiting, it is anticipated that the PCA may request the firm's assistance during the following six meetings scheduled in the barge specifications:

- a. Kick-off meeting
- b. Preliminary draft of the general arrangement plan based on the reference vessel.
- c. Finalization of the general arrangement plan and hull shape plan.
- d. 35% progress on construction work.
- e. 75% progress on construction work.
- f. After sea and bank trials.
- g. Any other meeting mandated by the CPA representative

2.2.3 Perform tasks to support team meetings, such as taking minutes, as required by the assigned task.

2.2.4 Depending on the mandate of the assigned task, suggest modifications to the vessel's specification and/or draft for PCA notices of technical modifications for the vessel's construction, review and comment on plans, reports, certificates, manuals, and other documentation selected by PCA that the Contractor must produce and submit to PCA for information or review and comment if relevant.

2.2.5 Any other naval architecture expertise services related to the project for which PCA will mandate the firm.

2.3. Deliverables :

Deliverables will be as defined based on the various tasks that will be assigned during this mandate. They may include but are not limited to, reports of recommendations or comments on the analysis of information, plans, documents, or other information requested by the PCA representative. The documentation must be provided within the deadlines agreed upon when assigning the task and in PDF format as well as the native editable version of the document (Word, Excel, or other). PCA may use the deliverables as it sees fit.

2.4. Level of attention

During the provision of services, the naval architect must provide and support the level of attention, skill, and diligence required per current professional practices and procedures established by professional bodies (Society of Naval Architects and Marine Engineers (SNAME), an order of engineers or other relevant and applicable professional body) for the provision of these services at the time and place where they are provided.

2.5. Calendar and term of office

2.5.1 The naval architect will:

- 2.5.1.1 When required at the time of assignment of a task by the PCA representative and at the appropriate time, submit for approval in writing a schedule for the provision of services for the tasks assigned as indicative.
- 2.5.1.2 Comply with the conditions agreed upon when assigning the task, including the approved schedule, and, if changes are required, advise the PCA representative of the significance and reasons for these changes and have them approved.

2.5.2 The duration of this mandate for the provision, on request, of technical expertise in naval architecture will begin during the fiscal year beginning April 1, 2024, and could cover a period up to fiscal year 2027-2028 if the option for one or two additional boats would be waived. The period covered will thus cover the period of manufacture of the first boat, that of the possible manufacture of optional boats, and the 12-month warranty period following delivery, for each barge.

2.5.3 Depending on the circumstances, the Parks Canada Agency may have to delay the start date of consultation services in the event of a delay in the tendering process for the barge. The PCA may also prematurely terminate, without compensation other than for completed services, the contract associated with this statement of requirements if the situation so requires. For example, if the vessel acquisition process were to be canceled, significant issues or disagreements arose regarding the services rendered by the firm, or other elements such as those affecting the budget, quality, or that the need requires it.

2.5.4 For information only and depending on the contractor who will be appointed to build the boats, it is anticipated that the delivery of the first boat will take between 12 and 18 months after the award of its contract via the upcoming tender. The manufacturing time of the optional boats could be reduced to 12 months depending on the capabilities of the contractor. The possible lifting of options for the two additional boats will only be done once the on-site tests in Mingan have been carried out on the first boat. If the first boat is delivered late in the fall, these tests may have to wait until the following spring. Similarly, the level of experience of the shipyard that will build the vessel may affect the amount of assistance the PCA may require from the naval architecture consulting firm.

2.6. Project information and decisions, acceptances, and approvals

When relevant, the PCA representative will provide timely project information, decisions, if any, and written instructions, notably concerning acceptances and approvals related to the provision of services offered by the naval architect.

2.7. Change of Notice

Considering the nature of this mandate, the naval architect will:

- a) Be able to make changes to the services to be provided for the project, including adjustments that may increase or decrease the initial scope of mandated tasks, when requested in writing by the PCA representative.
- b) Before implementing these changes, inform the PCA representative of the consequences they may have on the fees payable, the schedule of assigned tasks, and any other relevant issues that may affect the project or the tasks assigned to the firm.

2.8. Codes, regulations, licenses, permits.

The naval architect must refer to the laws, codes, regulations, and permits that apply to the project and, if applicable, report any deviations or non-conformities identified. Depending on the case, the PCA may ask the firm to resolve issues with the contractor and or competent authorities to ensure that the vessel complies with the regulations, requirements, and standards applicable at the time of delivery.

2.9. Staff

The firm will make sure to assign staff with the appropriate skills and experience to carry out the mandate according to the specific tasks that will be requested. Upon request, the Naval Architect must submit to

the PCA Representative for approval the name, work address, and summary including credentials, the experience required, and the expected duties of all persons to be used in the provision of the required or optional services. On request, it must also submit to its approval any amendment in this respect.

2.10. Sub-consultants

The naval architect must:

- a) Provide the PCA representative with the names of other sub-consultant firms with whom the firm intends to enter into agreements in respect of certain elements of the services or tasks; and upon request, provide details of the terms and conditions of these agreements and the credentials and experience of the employees of these sub-consultants that the naval architect has designated to work under a task order.
- b) Incorporate into any agreement with sub-consultants the provisions of this proposal that apply to the responsibilities of each sub-consultant.

2.10.1 The PCA Representative may object to the engagement of a Sub-Consultant within six (6) days of receipt of the notice given and, upon being advised of the objection, the Naval Architect shall waive any agreement with such Sub-Consultant.

2.10.2 Neither the agreement with a sub-the approval of such an agreement by the PCA representative shall not relieve the naval architect of the obligations under this contract or impose any additional liability on the PCA.

2.11. Cost control

During all stages of the project, it will be important to remain vigilant so that the construction cost does not exceed the budget set by the PCA.

If the naval architect considers that circumstances or requests for various changes may potentially compromise the final cost of the vessel, he must advise the PCA representative as soon as possible so that PCA can make informed decisions on the circumstances or changes in question.

3.DETERMINATION OF FEES

3.1 Determination of fees to be paid for services.

The fee to be paid to the Naval Architect for the services described herein and any other duties added by the PCA shall be determined by the following formula:

- a) Time-based fees up to a limit:
For each assigned task, an estimate, corresponding to a pre-authorized budget limit for the task, will be established in advance with the PCA Technical Authority and the firm will be paid for actual work performed at the applicable hourly rates based on the personnel involved and the year of service rendered. The firm will need to track the hours and notify PCA as soon as possible of any risk of exceeding the agreed budget limit for the task in order to discuss the situation. The task will always be paid on an hourly basis but the firm will not exceed the limit agreed upon when estimating the task without prior authorization from the PCA Technical Authority. The firm will have to use its hourly rates in the Appendix C – Price Proposal Form of the request for proposal.

3.1.2 Where appropriate for a specific task, a fixed fee may be established by multiplying the hourly rates applicable to the number of hours negotiated and agreed between the PCA representative and the naval architect.

3.1.3 Maximum amounts payable:

The maximum amounts that apply to services to be performed at hourly rates must be as provided in the proposal and must not be exceeded without the authorization of the PCA representative.

3.2 Billing and payments for services

3.2.1 Payments of the fixed fee must be made after the performance of the services, if satisfactory, but such payments must not exceed the amount or amounts provided for each service.

3.2.2 Payments of time-based fees must be made after the performance of the services, if satisfactory, but such payments must not exceed the predetermined limit of the amounts provided for each service.

3.2.3 Fees and payments to the naval architectural firm will only cover services provided. PCA does not guarantee any minimum. Thus, it could be that the tender for the construction of the boat is not conclusive or that the options for additional boats are not lifted which would then directly affect the magnitude of the tasks that can be assigned to the firm. Similarly, the experience of the shipyard that will be retained for the construction of the boat may affect the scope of the tasks that will be assigned during the mandate.

3.2.4 In the event that travel, or other disbursements may be incurred, they must be discussed and pre-authorized by the PCA representative. Air travel will be in economy class. Disbursements will be per the Government of Canada envelope and as permitted at National Joint Council rates (<https://www.njc-cnm.gc.ca/s3/en>). The costs associated with any subcontractors previously approved will be paid on presentation of the invoices. The costs of any disbursements will be attached to the monthly invoice.

3.2.5 A monthly billing, depending on the services performed, will allow the firm to bill the PCA. The presentation of a detailed invoice specifying the number of hours devoted to the various activities will be verified by the PCA representative who will forward it for payment once the expenses are accepted. Canada's standard clauses define the details of the terms of payment that apply.

4. BID EVALUATION

4.1 Bids will be evaluated based on the cheapest compliant bid as follows:

4.2 The appendix C – Price Proposal Form contains a list of indicative tasks with an estimated number of hours assigned for each task and function, if applicable. The Bidder will use the applicable hourly rates identified in the Appendix C - Price Proposal Form to determine the overall price for each Required service (RS) or Optional service (OS).

4.3 The price to evaluate the lowest bid will include the optional part. This price will therefore consist of the total price of required and optional services of the Appendix C – Price Proposal Form of the required and anticipated services to support the construction of barges.

4.4 PCA will specifically order each service and task according to specific needs and will only pay for the hours ordered and performed by the firm's staff. The scope of services required and optional may vary significantly depending on the actual needs and experience of the shipyard that will be responsible for building the boat.

5. GENERAL AND COMMERCIAL CONDITIONS:

Refer to applicable terms issued by Canada through the Parks Canada Agency Contracting Officer.