

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des soumissions -**  
**TPSGC**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage, Phase Iii**  
**Core 0A1 / Noyau 0A1**  
**Gatineau**  
**Quebec**  
**K1A 0S5**  
**Bid Fax: (819) 997-9776**

**SOLICITATION AMENDMENT**  
**MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Frigate Life Extension (FELEX) Project / Bureau de  
projet de prolongation de la vie des frégates (BP  
FELEX)  
455 Blvd de la Carriere  
Gatineau  
Quebec  
K1A 0K2

<b>Title - Sujet</b> CHILLED WATER PLANTS AND PUMPS	
<b>Solicitation No. - N° de l'invitation</b> W8472-135497/A	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> W8472-135497	<b>Date</b> 2013-04-18
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$FX-003-23683	
<b>File No. - N° de dossier</b> 003fx.W8472-135497	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-05-27</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Passmore, Russ	<b>Buyer Id - Id de l'acheteur</b> 003fx
<b>Telephone No. - N° de téléphone</b> (819) 939-3234 ( )	<b>FAX No. - N° de FAX</b> (819) 994-9127
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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Amd 001 is issued to update Contracting Authority contact information.  
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Solicitation No. - N° de l'invitation

W8472-135497/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

003fx

Client Ref. No. - N° de réf. du client

W8472-135497

File No. - N° du dossier

003fxW8472-135497

CCC No./N° CCC - FMS No/ N° VME

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Delivery Schedule, the Contracts Delivery Requirements List, the Mandatory Evaluation Criteria, the SOW Compliance Checklist, and the Milestone Payment Schedule.

### 2. Summary

The Department of National Defence, as part of the Halifax Class Modernization, has a requirement to replace the existing 85 Ton Chillers with higher capacity plants and pumps to meet the growing cooling demand of various ship systems. The acquisition is for a total of fifty (50) Chilled Water Plants and fifty (50) Chilled Water pumps in accordance with **Annex "A" - Statement of Work**. Forty Eight (48) Chilled Water Plants and Pumps will be for the 12 Halifax Class vessels (4 per vessel) and two (2) Chilled Water Plants and Pumps will be utilized as Training Units.

Installation of the chilled water plants and pumps is not included in the scope of the contract. The installation will be done by a third party under a separate contract.

It is Canada's intention to compete a separate repair and overhaul contract in support of the chilled water plants and pumps at a later date.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA) and the World Trade Organization Agreement on General Procurement (WTO-AGP).

### 3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The **2003 2012-11-19 Standard Instructions - Goods or Services - Competitive Requirements**, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

#### 1.1 SACC Manual Clauses

B1000T	2007-11-30	Condition of Material
D5401T	2007-11-30	Quality Plan – Solicitation

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

### 3. Enquiries - Bid Solicitation

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

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

#### **4. Applicable Laws**

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

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

#### **5. Improvement of Requirement During Solicitation Period**

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

#### **6. Bidders' Conference**

A bidders' conference will be held at CFB Halifax Dockyard on May 2, 2013. The conference will begin at 9:00am, in Building 247, Room 318. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of issues they wish to table at least 5 working days before the scheduled conference.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

#### **7. Optional Site Visit**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on May 3, 2013 at 9:00am, CFB Halifax Dockyard. Bidders must communicate with the Contracting Authority no later than 5 day(s) before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders who do not confirm attendance and provide the name(s) of the person(s) who will attend as required will not be allowed access to the site. Bidders will be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

Note: Bidders must provide their own safety boots.

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

#### **1. Bid Preparation Instructions**

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

Section I: Technical Bid ( 3 ) hard copies and three ( 3 ) soft copies on DVD

Section II: Financial Bid ( 2 ) hard copies and ( 2 ) soft copies on DVD

Section III: Certifications ( 2 ) hard copies

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work identified in Annex "A" Statement of Work.

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

The Bidder must provide sufficient detail to demonstrate a thorough understanding of the scope and objectives of the work.

Any supporting technical documentation must be provided with the bid at time of bid closing. Technical brochures or technical data must be provided to verify compliance to the Technical mandatory requirements. The Bid and Supporting technical documents must be presented in a professional format and include, as required, useable drawings:

- i) Professional format is defined as typed and/or word processed documents only, with chronological numbering of all sections, subsections and pages; the bidder should include the company name on each page of the bid package (not required for supporting technical documents and brochures) and a clear and accurate index.
- ii) Useable drawings are defined as level one (1) drawings and produced using a 3D software (e.g. Autocad).

Bidders may choose to complete Annex D – Mandatory Evaluation Criteria. Annex D outlines all mandatory evaluation criteria which must be included. If a Bidder chooses to complete Annex D, then bidders should indicate in the column marked "proposal references," where the requirement is detailed in their proposal and include paragraph and section numbers.

### Technical Information

The Bidder must include in their technical proposal, as a minimum:

- Technical Solution - The Bidder must provide a detailed summary of their approach to achieve all the mandatory requirements and must clearly demonstrate that their proposed solution satisfies all the technical requirements outlined in Annex "A" Statement of Work. It is MANDATORY that bidders provide all relevant information and substantiate all claims of compliance; failure to do so will cause a proposal to be rejected. Should the minimum requirements be exceeded, bidders should make a statement to that effect, and provide the necessary information. It is recommended that the bidder complete Annex "E" – SOW Compliance Matrix.
- Description of System - The Bidder must demonstrate the preliminary system and performance specifications by providing a description of the system and equipment, including make and models, and a system block diagram.
- Weight and Dimensions - The Bidder must provide the weight and dimensions of all proposed hardware components (actual and/or approximate values).
- Drawing/Sketch - The Bidder must provide a system sketch or drawing to prove that the proposed solution will fit within the space envelope and fit through the soft patches (SOW A1.1.2.12 and A1.1.2.13).



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- The Bidder should provide a list and description of features and advantages of the proposed system that are unique to the Bidder's proposal;
  - The Bidder should provide any other information that the Bidder considers pertinent to this requirement to allow comprehensive evaluation of its capabilities.

#### Corporate Profile

The Bidder must include in their proposal, as a minimum:

- History/ Previous Experience: The Bidder must provide a company profile, indicating comparable project experience and technical capability. The Bidder must demonstrate 60 months of experience within the last 10 years designing and delivering Chilled Water Plants in a Marine Environment (Sea going vessel) by providing specific examples of comparable projects. The Bidders must include at minimum: start date, end date, description, justification to demonstrate similar scope.
- Management Organization - The Bidder must provide details of its management organization by providing a recent organization chart that identifies a minimum of 5 management personnel intended on being assigned to this project. The chart must include the individual's roles and responsibilities and indicate the reporting structure. Project personnel must include as a minimum: a Project Manager, Quality Control Manager, Finance Manager, Production Manager, and Shock and Vibration Manager. The company must provide a resume for each of the 5 management personnel identified above and assigned to this project that demonstrates that they have successfully managed at least one project comparable in scope and complexity of work to the proposed project.

#### Project Management Plan

The Bidder must include in their proposal, as a minimum:

- Preliminary Project Schedule - The Bidder must provide a preliminary project schedule indicating the sequence and the completion dates of project milestones, deliverables, and project tasks based on a contract award as "day 0."
- Quality Assurance System - The Bidder must demonstrate its Quality Assurance capabilities. The company must either: Show that it is ISO-9001:2008 certified, or Provide details of its Quality Assurance system in accordance with the requirements of ISO-9001:2008.

## **Section II: Financial Bid**

**1.1** Bidders must submit their financial bid in accordance the Financial Bid Presentation Sheet - Annex "G", in Canadian Dollars (CAD). Customs duties included and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

### **1.1.2 SACC Manual Clauses**

B4052T 2008-05-12 Recommended Spare Parts List

B4051T 2008-05-12 Provisioning Parts Breakdown

## **1.2 Exchange Rate Fluctuation**

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****1. Evaluation Procedures**

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

**1.1 Technical Evaluation****1.1.1 Mandatory Technical Criteria**

In order to be compliant, Bidder's proposal must, to the satisfaction of Canada, meet all requirements and provide all information required under Part 3, Section I - Technical Bid.

**1.2 Financial Evaluation**

In order to be compliant, Bidder's proposal must, to the satisfaction of Canada, meet all requirements and provide all information required under Part 3, Section II - Financial Bid.

**1.2.1 Evaluation of Price**

A0220T          2007-05-25          Evaluation of Price

**2. Basis of Selection****2.1 Mandatory Technical Criteria**

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

**PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

**1. Mandatory Certifications Required Precedent to Contract Award**

## 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies as per section 01 of Standard Instructions 2003, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

## 2. Additional Certifications Precedent to Contract Award

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

### 2.1 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

## 2.2 Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

### 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:

- (1) an individual;
- (2) an individual who has incorporated;
- (3) a partnership made of former public servants; or
- (4) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

### Former Public Servant in Receipt of a Pension

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

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

- (1) name of former public servant;
- (2) date of termination of employment or retirement from the Public Service.

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

### Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes (\_\_\_) No (\_\_\_)

If so, the Bidder must provide the following information:

- (1) name of former public servant;
- (2) conditions of the lump sum payment incentive;
- (3) date of termination of employment;
- (4) amount of lump sum payment;
- (5) rate of pay on which lump sum payment is based;
- (6) period of lump sum payment including start date, end date and number of weeks;
- (7) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

### 2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Financial Capability  
**A9033T** (2012-07-16) Financial Capability
2. Subcontractors

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**A7035T (2007-05-25) List of Proposed Subcontractors**
**PART 7 - RESULTING CONTRACT CLAUSES**

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

**1. Requirement**

The Contractor must provide Chilled Water Plants and Pumps in accordance with the Requirement at Annex "A" Statement of Work and the Contractor's technical bid entitled (*to be completed at contract award*), dated (*to be completed at contract award*) .

**2. Standard Clauses and Conditions**

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

**2.1 General Conditions**

2030 (2012-11-19), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

**2.2 Supplemental General Conditions**

4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

Subsection 04 of 4006 Contractor to Own Intellectual Property Rights in Foreground Information is amended as follows:

-delete paragraph 3 (d) and replace with the following:

3 (d) without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the right to exercise such of the Intellectual Property Rights in the Background Information as may be required for the installation, use, operation, maintenance, repair or overhaul of the Work.

**3. Security Requirement**

There is no security requirement associated with the requirement.

**4. Term of Contract**

The period of the contract shall be from Contract award to the end of the one (1) year warranty period for the last delivered and accepted Chilled Water Plant and Pump.

**4.1 Delivery**

The Contractor shall deliver quantity (28) Chilled Water Plants and Pumps to Halifax, Nova Scotia, quantity (20) Chilled Water Plants and Pumps to Esquimalt, British Columbia and quantity (2) Chilled Water Plants and Pumps training units (including the instructor panels): one (1) to Halifax, Nova Scotia and one (1) to Esquimalt, British Columbia in accordance with the Statement of Work Annex "A" and Annex "B" - Delivery Schedule.

The Contractor shall store and maintain each Chilled Water Plant and Pump until DND is ready to receive each Chilled Water Plant and Pump for installation in accordance with Annex B – Delivery Schedule.

Canada has the right to delay the delivery of each Chilled Water Plant and Pump subject to the following conditions:

A) Where Canada gives not less than 60 calendar days advance notice of a delay, the Contractor may claim no additional cost when the delivery date is delayed up to a maximum of 60 calendar days beyond the date specified in Annex B – Delivery Schedule.

B) Where Canada does not provide 60 calendar days advance notice of a delay, Canada will pay only the Daily Storage and Maintenance Fee referred to in the Basis of Payment for the period of the delay beyond the date specified in Annex B – Delivery Schedule and until the date that DND is ready to receive the Chilled Water Plant and Pump.

Preparation for delivery for items shall be in accordance with Canadian Forces Packaging Specification D-LM-008-036/SF-000 (the latest issue).

The delivery address of items is:

Consignee	Shipping Address
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East Coast:	B701	Base Supply Canadian Forces Base Halifax Bldg 210 dockyard Halifax, NS B3K 5X5
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West Coast:	B202	Dept. of National Defence Main Warehouse, Building 66 Colwood CFB Esquimalt Victoria, BC V9A 7N2
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#### 4.1.2 Shipping Instructions - Delivery at Destination

Shipment shall be consigned to the destination specified in Annex "B" - Delivery Schedule, and delivered:

DDP Delivered Duty Paid CFB Halifax, Nova Scotia Incoterms 2000

and/or

DDP Delivered Duty Paid CFB Esquimalt, British Columbia Incoterms 2000

The Contractor will be responsible for all delivery charges, administration, cost and risk of transport and custom clearance, including the payment of customs duties and taxes.

When the goods are shipped, copies of the appropriate shipping notices are to be forwarded to the PWGSC Contracting and the DND Procurement Officer

#### 4.1.3 Preparation for Delivery

The Contractor must prepare item number(s) 1-50 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

#### 4.2 SACC Manual Clauses

D2000C	2007-11-30	Marking
D2001C	2007-11-30	Labelling

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Russ Passmore  
Supply Team Leader  
Public Works and Government Services Canada  
Frigate Life Extension Project  
Louis St-Laurent Building 3rd Floor - 3NB04  
455 De la Carriere Blvd, Gatineau, Quebec K1A 0S5  
Tel: 819-939-3234 Cell: 613-316-3751 Fax: 819-939-3023  
Email: russ.passmore@tpsgc-pwgsc.gc.ca

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

#### 5.2 Project Authority

*(To be completed at contract award)*

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

#### 5.3 Quality Assurance Authority / Inspection Authority

National Defence Headquarters  
MGen George R. Pearkes Building  
Ottawa ON K1A 0K2



Attention: DQA 5-3

Telephone: *(To be completed at contract award)*

Who is the Quality Assurance Authority for all work to be provided under the terms of this contract and certifying work.

#### **5.4 Procurement Authority**

*(To be completed at contract award)*

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

#### **5.5 Technical Authority:**

*(To be completed at contract award)*

The Technical Authority named above 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 Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### **5.6 Contractor's Representative**

*(To be completed at contract award)*

### **6. Proactive Disclosure of Contracts with Former Public Servants**

Not applicable

### **7. Payment**

#### **7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$\_\_\_\_\_CAD. Customs duties included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

##### **7.1.1 Storage and Maintenance Fee**

In the event that Canada delays the delivery of a Chilled Water Plant and Pump beyond what is permitted in Article 4.1, Canada agrees to pay the Contractor the Daily Storage and Maintenance Fee, described below, for each day of such delay. This fee shall be the sole liability of Canada to the Contractor for the delay.

The Daily Storage and Maintenance Fee for each Chilled Water Plant and Pump is \$\_\_\_\_\_ (CAD),  
Goods and Services Tax or Harmonized Sales Tax is extra, if applicable

This fee is firm and not subject to any additional charges.

## 7.2 Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex F to the Contract and the payment provisions of the Contract if:

- a) an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;  
all work associated with the milestone and as applicable any deliverable required
- c) has been completed and accepted by Canada.

## 7.3 Milestone Instructions

All Claims for Milestones payments shall be supported/accompanied by evidence demonstrating that each requested milestone does not exceed the sum of incurred costs and the pro-rated portion of profit or fee for the associated work. Each Milestone will clearly demonstrate progress commensurate with the value of the Milestone (value for money) with clear non-ambiguous evidence of the achievement and acceptance of the work supplied to Canada to substantiate payment of the Milestone. The Contractor shall include detailed DID's and CDRL's for all Milestones deliverables.

## 7.4 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is attached as Annex "F" Milestone Payment Schedule.

## 8. Invoicing Instructions

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.

Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the consignee.

b. One (1) copy must be forwarded to:

Department of National Defence  
National Defence Headquarters  
101 Colonel By Drive,  
Ottawa, Ontario K1A 0K2  
Attention: D Mar P 7-2-3  
Allan Crytes

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

Payments will only be made on receipt of satisfactory invoices duly supported by specific release documents and/or other documents prior to shipment of material.

## 9. Certifications

### 9.1 Compliance

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

## 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. *(Insert the name of the province or territory as specified by the bidder in its bid, if applicable.)*

## 11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4006 (2010 08 16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2030 (2012-11-19), General Conditions - Higher Complexity - Goods;
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Delivery Schedule;
- (f) Annex "C", Contract Deliverables Requirements List (CDRLs and DIDS);
- (g) Annex "F", Milestone Payment Schedule;
- (h) the Contractor's bid dated \_\_\_\_\_, *(insert date of bid)* *(If the bid was clarified or amended, insert at the time of contract award: ", as clarified on \_\_\_\_\_" or ", as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)).*

## 12. Defence Contract

The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

**13. SACC Manual Clauses**

B9028C	2007-05-25	Access to Facilities and Equipment
A1009C	2008-05-12	Work Site Access
D5540C	2010-08-16	ISO 9001:2008 Quality Management Systems Requirements (QAC Q)
D5510C	2012-07-16	Quality Assurance Authority (DND) - Canadian-based Contractor
D5515C	2012-07-16	Quality Assurance Authority (DND) - Foreign-based and United States Contractor
D5620C	2012-07-16	Release Documents - Distribution
D5604C	2008-12-12	Release Documents (DND) - Foreign-based Contractor
D5605C	2010-01-11	Release Documents (DND) - United States-based Contractor
D5606C	2012-07-16	Release Documents (DND) - Canadian-based Contractor
A2000C	2006-06-16	Foreign Nationals (Canadian Contractor)
A2001C	2006-06-16	Foreign Nationals (Foreign Contractor)

**14. NATO CODIFICATION**

i. The Contractor must provide the Department of National Defence (DND), which is the National Codification Bureau (NCB) for Canada, sufficient technical data to permit the Director, Supply Chain Operations (DSCO) to classify, codify and describe new items being introduced into the Canadian Government Cataloguing System.

ii. Technical data for each item may include the manufacturer's engineering drawing (minimum level 2), standard, specification and/or data specification sheet (brochure). Regardless of which of these formats is provided, the data must clearly provide the following, as applicable:

- a. the name and address of the true manufacturer, or Design Control Authority;
- b. the manufacturer's unique part number;
- c. the physical characteristics (material, dimensions, tolerances);
- d. performance data (i.e. functional and operating requirements such as speed, load);
- e. electrical and/or electronic characteristics;
- f. mounting requirements;
- g. special features which contributed to the uniqueness of the item(s);
- h. the end item application; and, if applicable
- i. manufacturer's unique bar code number.

iii. Technical descriptive data are not required for items that are identified in a Canadian or United States government specification or in a Military Standard which completely describes the item.

iv. The Contractor is responsible for advising DND Technical Authority and the NCB (DSCO 5) of any proprietary data or restrictions imposed on the release of its technical data to government entities in Canada or abroad.

v. In the event of disputes regarding the acceptability of technical data submitted by the Contractor, the ruling of the NCB (DSCO) must prevail.

vi. The Contractor is ultimately responsible, under the conditions of the Contract, for the provision of the technical data for all of the items identified in the Contract. The Contractor must include the terms of this clause in any subcontracts, to ensure the availability of the technical data to DND and the NCB (DSCO).

vii. For end items procured by the Contractor from a subcontractor or supplier, the Contractor must provide the name of the actual manufacturer and their unique identifying part number along with all necessary technical documentation, and their bar code number if available.

viii. The Contractor must submit all data to the DND Technical Authority at least sixty (60) days before delivery of the equipment. Items must not be released for shipment unless identified with a NATO Stock Number provided for in the Contract, or unless specifically authorized by the Contracting Authority.

ix. The Contractor must contact the DSCO for any further clarification of the codification technical data requirements at:

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attention: Director Supply Chain Operations (DSCO)

## **15. Recommended Spare Parts List**

i. The Contractor must, within 45 days after contract award (See DID-07), provide to the Procurement Authority a Recommended Spare Parts List (RSPL) prepared in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF-000. The RSPL must contain the Contractor's recommendation for spares required to maintain the equipment for a 24-month period, and must provide the basis for the spares selection to be made by Department of National Defence. Upon request from the Contractor, the specification will be provided by the Contracting Authority.

ii. Supplementary Provisioning Technical Documentation (SPTD), as prepared by the actual manufacturer of the item, is required for the codification and cataloguing of all items listed in the RSPL. The SPTD called up in the above specification must accompany the RSPL as detailed in the specification. Specific details of the data elements required must be listed on a Provisioning Documentation Selection Sheet, prepared in accordance with the above specification, and be submitted in electronic ASCII text format.

iii. Questions regarding the preparation, format or contents of the above provisioning documentation must be directed to the Procurement Authority.

## **16. Meetings**

### **16.1 Progress Meeting**

Progress meetings, chaired by the Contracting Authority, will take place at the Contractor's facility as and when required, generally once a month. Interim meetings may also be scheduled. Contractor's attendees at these meetings will, as a minimum, be its Contract (Project) Manager, Production Manager (Superintendent) and Quality Assurance Manager. Progress meetings will generally incorporate technical meetings to be chaired by the Technical Authority.

### **16.2 Meeting Minutes**

The requirement for meeting minutes shall be specified in the Statement of Work. In addition to the copies required by the Procurement Authority, Technical Authority, one copy of all such reports shall be delivered to the PWGSC Contracting Officer.

### 16.3 Progress Review Meetings

Progress review meeting shall encompass total project status as of the review date. The Contractor, at a minimum, must report on the following:

- a. Progress to date;
- b. Variation from planned progress and the corrective action to be taken during the next reporting period;
- c. A general explanation of foreseeable problems and proposed solutions, including an assessment of their impact on the contract in terms of schedule, technical performance and risk. The proposed solution should include the effort involved and the consequences to the schedule (Risk Register);
- d. Proposed changes to the schedule;
- e. Progress on action items, problems or special issues;
- f. Deliverables submitted prior to PRM;
- g. Milestones (technical and financial);
- h. Activities planned for the next reporting period;
- i. Status of Intellectual Property (IP) agreements, International Traffic in Arms Regulations (ITAR), Technical Assistance Agreements (TAA), Controlled Technology Access and Transfer (CTAT) or other agreements;
- j. Status of any change notifications and requests;
- k. Any changes to the PMP; and
- l. Other business as mutually agreed to by CANADA and the Contractor.

## 17. Travel and Living

Contractor personnel may be required to travel to NDHQ or other military establishments, to other Contractor's plants, and to other locations within Canada and internationally, as may be designated by the Technical Authority.

### 17.1 Travel and Living Expenses

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

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

All payments are subject to government audit.

## 18. Provisioning

### 18.1 Provisioning Parts Breakdown

i. The Contractor must, 15 days after the design of a deliverable is accepted by the Technical Authority (see DID-07), provide to the Procurement Authority a Provisioning Parts Breakdown (PPB) prepared in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF0-000. Copies of all assembly level drawings and parts lists required to verify the complete and current configuration of the equipment must accompany the PPB. Upon request from the Contractor, the specification will be provided by the Contracting Authority.

ii. Supplementary Provisioning Technical Documentation (SPTD), as prepared by the actual manufacturer of the item, is required for the codification and cataloguing of all items listed in the PPB. The SPTD called

up in the above specification must be supplied, as detailed in the specification, within twenty (20) working days after receipt of a request from the Director Supply Chain Operations (DSCO). Specific details of the data elements required must be listed on a Provisioning Documentation Selection Sheet, prepared in accordance with the above specification and the PPB, and be submitted in electronic ASCII text format.

iii. Final acceptance of the PPB and the SPTD will be made by DSCO. Questions regarding the preparation, format or contents of the above provisioning documentation must be directed to Procurement Authority.

## 19. Quality Plan

No later than 15 days after the effective date of the Contract, the Contractor must submit for acceptance by the Department of National Defence (DND) a Quality Plan prepared according to the latest issue (at contract date) of ISO 10005:2005 "Quality management systems - Guidelines for quality plans". The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

The documents referenced in the Quality Plan must be made available when requested by Public Works and Government Services Canada or DND.

If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements or planning which may have occurred as a result of pre-contract negotiations.

Upon acceptance of the Quality Plan by DND, the Contractor must implement the Quality Plan. The Contractor must make appropriate amendments to the Quality Plan throughout the term of the contract to reflect current and planned quality activities. Amendments to the Quality Plan must be acceptable to DND.

If the Contract includes the option for software design, development or maintenance of software, the Contractor must interpret the requirements of ISO 9001:2008 "Quality management systems - Requirements", according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003:2004 "Software engineering - Guidelines for the application of ISO 9001:2000 to computer software".

Solicitation No. - N° de l'invitation

W8472-135497/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

003fx

Client Ref. No. - N° de réf. du client

W8472-135497

File No. - N° du dossier

003fxW8472-135497

CCC No./N° CCC - FMS No/ N° VME

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**Annex “A”**

**Attached as a separate document**



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**Annex “B”**

**Attached as a separate document**

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**Annex “C”**

**Attached as a separate document**

Solicitation No. - N° de l'invitation

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**Annex “D”**

**Attached as a separate document**

Solicitation No. - N° de l'invitation

W8472-135497/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

003fx

Client Ref. No. - N° de réf. du client

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File No. - N° du dossier

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CCC No./N° CCC - FMS No/ N° VME

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**Annex "E"**

**Attached as a separate document**

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

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File No. - N° du dossier

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CCC No./N° CCC - FMS No/ N° VME

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**Annex "F"**

**Attached as a separate document**

Solicitation No. - N° de l'invitation

W8472-135497/A

Amd. No. - N° de la modif.

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File No. - N° du dossier

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CCC No./N° CCC - FMS No/ N° VME

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**Annex “G”**

**Attached as a separate document**