



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Cabot Place, Phase II, 2nd Floor
Box 4600
St. John's, NF
A1C 5T2
Bid Fax: (709) 772-4603

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
PWGSC / TPSGC - Nfld. Region
Cabot Place, Phase II, 2nd Floor
Box 4600
St. John's, NF
A1C 5T2

Title - Sujet L. St. Laurent Replace Bubber Comp	
Solicitation No. - N° de l'invitation F6855-170002/A	Date 2016-09-21
Client Reference No. - N° de référence du client F6855-170002	
GETS Reference No. - N° de référence de SEAG PW-\$OLZ-002-6691	
File No. - N° de dossier OLZ-6-39084 (002)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-10-25	Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Dalton, Colleen	Buyer Id - Id de l'acheteur olz002
Telephone No. - N° de téléphone (709) 772-4931 ()	FAX No. - N° de FAX (709) 772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS C/O SUPPLY DEPOT SOUTHSIDE RD PO BOX 5667 ST JOHNS Newfoundland and Labrador A1C5X1 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

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RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
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Address Enquiries to: - Adresser toutes questions à: Dalton, Colleen		Buyer Id - Id de l'acheteur olz002
Telephone No. - N° de téléphone (709) 772-4931 ()		FAX No. - N° de FAX (709) 772-4603
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PART 1 - GENERAL INFORMATION

1.1 Requirement

The Canadian Coast Guard vessel Louis S St Laurent is Canada's heaviest ice breaker displacing 14,504 tonnes. The vessel operates in the Gulf of St. Lawrence in the winter months and in Canada's high Arctic in the summer and fall. To assist in ice breaking the vessel utilizes an air bubbler system which blows low pressure air through nozzles in the hull, below the waterline, to help reduce ice friction or blow ice away from the hull. The bubbler system has multiple zones which are capable of being isolated and can also be used as a bow thruster for precise maneuvering.

The existing bubbler system is made up of two (2) separate units; one port and one starboard. Both units are comprised of; Compair Reavell Type 9006 CH Compressor, Rated Capacity 6m3/sec, Press 1.61 Bar, Blower Speed 11800 rpm coupled through a reduction gearbox to a 6600vac electric motor. Compressors are controlled locally in the bubbler compartment and remotely from port and starboard bridge consoles.

The existing units and control systems are in excess of 25 years old, with reliability and supportability becoming an issue. The Coast Guard is seeking a suitable system that will be used to replace the existing arrangement in its entirety. Systems will be required to meet the minimum requirements listed in the Statement of Work, and will be evaluated accordingly.

1.2 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.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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 (2016-04-04) Standard Instructions - Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.1.1 SACC Manual Clauses

SACC Manual Clause B1000T (2014-06-26), Condition of Material
SACC Manual Clause B4024T (2006-08-15), No Substitute Products

2.2 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.

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2.3 Former Public Servant –Competitive Requirements

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

Definitions

For the purposes of this clause,

"Fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful offeror is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

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

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

By providing this information, Offerors agree that the successful Offeror'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](#).

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES () NO ()

If so, the Offeror must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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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 Newfoundland and Labrador.

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.

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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 (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuation

Section II: Certifications

Bidders must submit the certifications required under Part 5.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Included as Annex C.

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may 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 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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

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(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

5.2.3 Additional Certifications Precedent to Contact Award

5.2.3.1 Workers Compensation – Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within three (3) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

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 this Contract.

6.2 Requirement

The Canadian Coast Guard vessel Louis S St Laurent is Canada's heaviest ice breaker displacing 14,504 tonnes. The vessel operates in the Gulf of St. Lawrence in the winter months and in Canada's high Arctic in the summer and fall. To assist in ice breaking the vessel utilizes an air bubbler system which blows low pressure air through nozzles in the hull, below the waterline, to help reduce ice friction or blow ice away from the hull. The bubbler system has multiple zones which are capable of being isolated and can also be used as a bow thruster for precise maneuvering.

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The existing units and control systems are in excess of 25 years old, with reliability and supportability becoming an issue. The Coast Guard is seeking a suitable system that will be used to replace the existing arrangement in its entirety. Systems will be required to meet the minimum requirements listed in the Statement of Work, and will be evaluated accordingly.

6.3 Standard Clauses and Conditions

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

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6.3.1 General Conditions

2030 (2016-04-04), General Conditions - Goods (Higher Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received as per schedule listed within Annex "A".

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Colleen Dalton, Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
The John Cabot Building, 7th floor
10 Barter's Hill, P.O. Box 4600
St. John's, NL A1C 5T2
Telephone: (709)772-4931
Facsimile: (709)772-4603
E-mail address: colleen.dalton@pwgsc-tpsgc.gc.ca

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

6.5.2 Technical Authority

The onsite Technical Authority for the Contract will be Chief Engineer.

The Technical Authority is the onsite representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for day to day on site technical matters. The onsite technical authority is the designated authority for work arising including signatory authority for 1379s. 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.

6.5.3 Project Authority

The Project Authority for the Contract is:

Name: Terry Sheppard

Telephone : 709-772-4614
E-mail address: terry.sheppard@dfo-mpo.gc.ca

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

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Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.4 Contractor's Representative

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

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

6.5.5 Proactive Disclosure of Contracts with Former Public Servants

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

6.5.5.1 Former Public Servant – Non Competitive Requirements

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

Definitions

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"Fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful offeror is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

"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:

- e. an individual;
- f. an individual who has incorporated;
- g. a partnership made of former public servants; or
- h. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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"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 Offeror a FPS in receipt of a pension? YES () NO ()

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

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

By providing this information, Offerors agree that the successful Offeror'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.

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES () NO ()

If so, the Offeror must provide the following information:

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- l. rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. 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.

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex "A" for a cost of \$ _____.
Customs duties are included and Applicable Taxes are extra.

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For the firm price portion of the Work only, 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 .

6.6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

6.6.3 Single Payment

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

6.6.4 SACC Manual Clauses

SACC Manual Clause C0711C (2008-05-12), Time Verification
SACC Manual Clause H4500C (2010-01-11), Liens - Section 427 of Bank Act
SACC Manual Clause C0100C (2010-01-11), Discretionary Audit
SACC Manual Clause A2085C (2008-05-12), Workers Compensation

6.6.5 Travel and Living with no allowance for profit and/or overhead

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

6.7 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:

- The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

6.9 Applicable Laws

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

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6.10 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 general conditions 2030 (2015-07-03), General Conditions – Goods (Higher Complexity);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Evaluation Procedures and Basis of Selection
- (d) Annex D, Travel and Living;
- (e) Annex E, Information for Code of Conduct Certification;
- (f) Annex F, Insurance requirements, and
- (g) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "*, as clarified on _____ *" or "*, as amended on _____ *" and insert date(s) of clarification(s) or amendment(s)*)

6.11 SACC Manual Clauses

SACC Manual Clause B1006C (2014-06-26), Condition of Material - Contract

SACC Manual Clause A3015C (2014-06-26), Certifications

6.12 Inspection and Acceptance

The Project Authority 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.

6.13 Shipping Instructions – Free on Board destination and Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the contract, including all delivery charges and customs duties and Applicable Taxes.

6.14 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within five (5) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and

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confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.15 Procedures for Design Change or Additional Work

These procedures must be followed for any design change or additional work.

1. When Canada requests design change or additional work:

- a. The Technical Authority will provide the Contracting Authority with a description of the design change or additional work in sufficient detail to allow the Contractor to provide the following information:
 - i. any impact of the design change or additional work on the requirement of the Contract;
 - ii. a price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the form [PWGSC-TPSGC 1686](#), Quotation for Design Change or Additional Work, or the form [PWGSC-TPSGC 1379](#) (PDF 56KB) - ([Help on File Formats](#)) Work Arising or New Work.
 - iii. a schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule.
- b. The Contracting Authority will then forward this information to the Contractor.
- c. The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.

2. When the Contractor requests design change or additional work:

- a. The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada.
- b. The Contracting Authority will forward the request to the Technical Authority for review.
- c. If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed.
- d. The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.

3. Approval

The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

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6.16 SACC Manual Clauses

SACC Manual Clause [B7500C](#) 2006-06-16 Excess Goods
SACC Manual Clause [B1501C](#) 2006-06-16 Electrical Equipment
SACC Manual Clause [A9065C](#) 2006-06-16 Identification Badge
SACC Manual Clause [A9019C](#) 2007-05-16 Hazardous Waste Disposal
SACC Manual Clause [A9068C](#) 2010-01-11 Government Site Regulations
SACC Manual Clause [A0290C](#) 2008-05-12 Hazardous Waste - Vessels
SACC Manual Clause [A9055C](#) 2010-08-16 Scrap and Waste Material
SACC Manual Clause [A9066C](#) 2008-05-12 Vessel – Access by Canada

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Annex "A"

Statement of Requirement

Included as an attachment

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ANNEX "B" REQUIREMENT/PRICING

Requirement:

The Canadian Coast Guard vessel Louis S St Laurent is Canada's heaviest ice breaker displacing 14,504 tonnes. The vessel operates in the Gulf of St. Lawrence in the winter months and in Canada's high Arctic in the summer and fall. To assist in ice breaking the vessel utilizes an air bubbler system which blows low pressure air through nozzles in the hull, below the waterline, to help reduce ice friction or blow ice away from the hull. The bubbler system has multiple zones which are capable of being isolated and can also be used as a bow thruster for precise maneuvering.

The existing bubbler system is made up of two (2) separate units; one port and one starboard. Both units are comprised of; Compair Reavell Type 9006 CH Compressor, Rated Capacity 6m3/sec, Press 1.61 Bar, Blower Speed 11800 rpm coupled through a reduction gearbox to a 6600vac electric motor. Compressors are controlled locally in the bubbler compartment and remotely from port and starboard bridge consoles.

The existing units and control systems are in excess of 25 years old, with reliability and supportability becoming an issue. The Coast Guard is seeking a suitable system that will be used to replace the existing arrangement in its entirety. Systems will be required to meet the minimum requirements listed in the Statement of Work, and will be evaluated accordingly.

Pricing:

Description	Qty	Unit Cost	Total Cost
Bubbler System Compressor Replacement Unit	2	\$	\$
Two Sets of Oil Filter Elements for Each Unit	2	\$	\$
One Set of Compressor Seals and Bearings for Each Unit	2	\$	\$
One Set of Motor Bearings for Each Unit	2	\$	\$
One Inlet Guide Vanes Actuator	1	\$	\$
One Mechanical Oil Pump	1	\$	\$
One Complete Auxiliary Oil Pump Assembly	1	\$	\$
One Spare PLC	1	\$	\$
One Laptop Loaded with PLC Program and Software Licenses	1	\$	\$
PLC I/O Cards:			
Analog Input Cards	2	\$	\$
Digital Input Cards	2	\$	\$
Digital Output Cards	2	\$	\$
RTD Cards	2	\$	\$
Spare PLC Power Supplies	2	\$	\$
Spare Operator Interface	1	\$	\$
Spare Local Control Panel 24v Power Supply	1	\$	\$
Motor/Compressor Coupling	1	\$	\$
Fan Motor for the Oil Cooler	1	\$	\$
Spare Pressure Transmitters for each Pressure Range	2	\$	\$
Spare Process Temperature RTD's for each Temperature Range	2	\$	\$
Installation (bid only on the FSR requirement as stated in Part 4 of the SOR). Travel and Living will be paid separately based on actual cost incurred supported by invoices.	1	\$	\$
Freight cost for total order	1	\$	\$

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Notes:

- No work outside the known scope of work can proceed without prior approval from the Contracting Authority.
- Invoices are required for the all travel and living expenses charged prior to payment. Travel and living expenses will be paid at actual laid down cost supported by an invoice.

Annex "C"

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

4.1.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria (deliverables); and
- c. obtain the required minimum of 525 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a maximum scale of 1000 points.

Bids not meeting a, b, and c will be declared non-responsive.

4.1.2 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 50 % for the technical merit and 50 % for the price.

4.1.3 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 50 %.

4.1.4 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 50%.

4.1.5 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.1.6 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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4.1.7 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 50/50 ratio of technical merit and price, respectively. The total available point equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (50%) and Price (50%)

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Technical Merit Score Calculation	$115/135 \times 50 = 42.59$	$89/135 \times 50 = 32.96$	$92/135 \times 50 = 34.07$
Pricing Score Calculation	$45/55 \times 50 = 40.91$	$45/50 \times 50 = 45$	$45/45 \times 50 = 50.00$
Combine Rating	83.50	77.96	84.07
Overall rating	2nd	3rd	1st

4.2 Mandatory Technical Criteria (Deliverables)

4.2.1 Completeness and quality of the written proposal.

Technical Proposal - Bidders must demonstrate completeness and quality of the written proposal. This is achieved by responding to Annex A and by demonstrating how the requirements are to be met. In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

Evaluation Criteria - The bidder must 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, the bidder must 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.

*NOTE Bidders are required to copy the following mandatory and technical criteria into their proposal and place their replies directly beneath each criterion. The bidder can directly answer under the criterion or give explicit direction as to where their information can be found within their proposals.

4.2.2 Bidder's Criteria

The bidder must supply a complete Bubbler Compressor system that meets Lloyd's register Classification Society Standards. The bidder must demonstrate that they have installed and

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maintained their own Class approved Bubbler Compressor systems on at least 6 installations. As per part 1 of the Statement of Requirements.

4.2.3 Bubbler Compressor System Criteria

The bidder must provide proof that the Bubbler Compressor system proposed for this contract is not a prototype and can meet class standards and obtain a class approval certificate. The bidder must supply a class approval compliance certificate from a previous installation of the proposed Bubbler Compressor system. As per part 2 of the Statement of Requirements.

4.2.4 Supportability – Field Service Representatives

Bidders must demonstrate that they presently have FSRs to provide support within 24 hours to the Canadian Coast Guard bases located in Dartmouth, NS and St. John's, NL.

4.2.5 Supportability – Equipment Cost of Ownership

Bidders shall demonstrate that the equipment proposed for this contract shall have ten years remaining in its complete life cycle services, and 20 years remaining in the its limited life cycle services.

Complete Life Cycle Services = Serial Production Ceased. Full spares available + Full Service

Limited Life Cycle Services = Limited spares and services available. Equipment is not obsolete.

4.2.6 Sample of a Shipyard Installation Specification

Bidders must provide with their proposals a sample of a Shipyard Installation Specification from a previous system contract.

4.2.7 Sample of a Shipyard Installation drawing package.

Bidders must provide with their proposals a sample of a Shipyard Installation drawing package from a previous system installation.

4.2.8 Sample of System Manuals

Bidders must provide with their proposals a sample of operation and troubleshooting manuals from a previous system installation.

4.2.9 Document Management Plan

Bidder's proposal must describe the Document Management Plan for drawings and specifications, including the details for Regulatory approvals and Client Feedback.

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4.2.10 Preliminary Planning and Scheduling

Bidders must provide with their proposals a preliminary planning and scheduling chart which will indicate in working days the duration of each of the following activities with links associated to their respective predecessors and successors;

<u>Document Description</u>	<u>Due Date</u>
Preliminary Design Proposal	submit with bid
Preliminary Installation, Operating and Maintenance (IOM Manual)	submit with bid
Torsional critical speed analysis report	4 weeks ASA
Installation, Operating and Maintenance (IOM) Manual	4 weeks ASA
Factory test reports	2 weeks AT
Removal and install scope of work	12 weeks ARO
Final IOM Manual	2 weeks ASP

ARO=After Receipt of Order; ASA=After Submittal Approval; AT=After Test;

ASP=After Shipment

4.2.11 Quality Management System

Bidders must provide with their proposals objective evidence that they have in place a Quality Management System registered to ISO 9001:2008 or a Quality Management System modeled on ISO 9001:2008 which will include:

- (a) valid ISO 9001:2008 certification, and;
- (b) an example of its Quality Control Plan (QCP) as applied on previous projects of the same nature and complexity of this RFP, and;
- (c) a sample of an Inspection and Test Plan (ITP) developed in accordance with the QCP in (b) above.

4.2.12 Evidence of on time delivery

Bidders must provide a Gantt chart showing:

- All engineering, parts, etc. of the systems can be delivered within 48 weeks of contract award.

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Point Rated Technical Criteria

- | | |
|--|----------------|
| 4.3.1 Supportability – On Site | Max 100 |
| a. Compressor Trained FSR availability within 24 hours at CCG bases. | 75 pts |
| b. Permanent Compressor Trained FSR availability in 4 Regions | 100 pts |

*4 Regions are St. John's NL, Dartmouth NS, Quebec QC, and Victoria BC.

- | | |
|---|----------------|
| 4.3.2 System Supportability from OEM | Max 200 |
| a. 10 year "Complete Life Cycle Services" written guarantee | 100 pts |
| b. 20 year "Complete Life Cycle Service" written guarantee | 200 pts |

Complete Life Cycle Services = Serial Production Ceased. Full spares available + Full Service

- | | |
|---|----------------|
| 4.3.3 Component Supportability | Max 200 |
| a. 10 year parts availability written guarantee | 100 pts |
| b. 20 year parts availability written guarantee | 200 pts |

To obtain the points within 4.3.2 and 4.3.3, a written guarantee shall be provided with the equipment that states that spares and service shall be made available for the entire period stated. In the event that within the period guaranteed the equipment becomes obsolete or unsupported, it shall be the contractor's responsibility to adapt newer equipment to fit the application.

e.g. A PLC or HMI is phased out for a newer generation and spares are no longer available. The contractor shall swap out the systems for the cost of the replacement equipment only.

- | | |
|--|----------------|
| 4.3.4 Acoustic Enclosure | Max 200 |
| a. Reduces overall sound level to a maximum of 85dB(A) | 100 pts |
| b. Reduces overall sound level to a maximum of 80dB(A) | 150 pts |
| c. Reduces overall sound level below 80dB(A) | 200 pts |

Documented evidence of sound level test results in accordance with ASME PTC 36-1985 must be submitted with the bid.

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4.3.5 Proven Bubbler Compressor Installations **Max 200**

- | | |
|--|---------|
| a. 6 Vessels with the bidder's class approved Bubbler Compressors | 100 pts |
| b. 8 Vessels with the bidder's class approved Bubbler Compressors | 150 pts |
| c. 10 Vessels with the bidder's class approved Bubbler Compressors | 200 pts |

4.3.6 Design Requirements **Max 100**

- | | |
|--|---------|
| a. Capable of 6 m ³ /s at ambient conditions ranging from -40°C to 35°C | 50 pts |
| b. Exceeds 6 m ³ /s at ambient conditions ranging from -40°C to 35°C | 75 pts |
| c. Exceeds 6 m ³ /s at ambient conditions ranging from <-40°C to > 35°C | 100 pts |

TOTAL POINTS 1000

MINIMUM 525/1000

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Annex "D"
Specification Checklist for Bubbler Compressor Replacement
(This checklist must be included with the proposal)

Included as an Attachment

ANNEX "E"

Travel and Living Guidelines
Treasury Board Directive

Effective 01 April, 2015

Meals:	Breakfast:	\$16.00	\$16.00	-----
	Lunch:	\$16.60	\$16.60	\$16.60
	Dinner:	\$42.80	-----	\$42.80
Totals:		\$75.40	\$32.60	\$59.40

Daily Total (meals and incidental): \$92.70

Incidental Expenses: \$17.30 per day.
Note: includes telephone calls home.

If the first and/or last day on travel status is less than a full calendar day, and provided sleeping accommodation is used during the journey, you may claim \$17.30 for incidental expenses (private & commercial).

Accommodation: at direct cost

You may claim actual and reasonable expenses incurred for commercial accommodation; luxury accommodation is not permitted. If private accommodation is provided by friends or relatives etc, you may claim **\$50.00** for each occasion this accommodation is used.

Transportation:

Travel by air, bus and rail at direct cost. Only coach or economy class travel permitted.

For local transportation, use public transit, airport buses etc, where practical.

Rent compact size vehicles, unless the number of passengers or load justifies a mid-size vehicle.

Kilometric Rate: \$0.50 per kilometer.

Taxi Fare (without receipt) \$10.00

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ANNEX "F"
INFORMATION FOR THE CODE OF CONDUCT CERTIFICATION
MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

3. For a Joint Venture - the names of all current members of the Joint venture;

4. For an individual - the full name of the person;

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ANNEX "G"

Insurance Requirements

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 Insurance policy must include the following:
 - (a) 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) 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.
 - (d) 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.
 - (e) 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.
 - (f) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (g) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (h) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (i) 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.
 - (j) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (k) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.