



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

Title - Sujet Bubbler Compressors	
Solicitation No. - N° de l'invitation F6855-180001/B	Date 2018-01-16
Client Reference No. - N° de référence du client F6855-180001	
GETS Reference No. - N° de référence de SEAG PW-\$OLZ-012-6997	
File No. - N° de dossier OLZ-7-40131 (012)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-02-01	Time Zone Fuseau horaire Newfoundland Standard Time NST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Hoskins, Nicole	Buyer Id - Id de l'acheteur olz012
Telephone No. - N° de téléphone (709) 772-8192 ()	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

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

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

This bid solicitation cancels and supersedes previous bid solicitation number F6855-180001/A dated 10 November 2017 with a closing of 31 January 2018 at 2:00 pm NST.

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this solicitation or the subsequent contract.

1.2 Requirement

Public Services and Procurement Canada (PSPC) has a requirement, on behalf of the Canadian Coast Guard (CCG), for new Bubbler Compressors on board the CCGS Henry Larsen.

This contract will consist of the supply, testing and satisfactory operation of two (2) electric motor driven, single-stage, integrally geared, single vane centrifugal compressors, local control panels and compressor motor starters, as per the Statement of Requirements attached as Annex "A."

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

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>) 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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

"pension" means a pension or annual allowance paid under the [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 FPSs in receipt of a pension, as applicable:

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

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

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

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such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separate sections as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Prices must appear in the financial bid only, located in Annex "B" – Basis of Payment. 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) (<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, as per the technical evaluation criteria outlined in Part 4 and the Statement of Requirements outlined in Annex "A."

Section II: Financial Bid

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

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

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If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

A mandatory requirement is described using the words "shall," "must," "will," "is required" or "is mandatory."

To be deemed responsive, Bidders **must** demonstrate how they meet the mandatory technical requirements as outlined in this section. Please completed the table below and include this document as part of the technical proposal submission.

RFP REFERENCE	DESCRIPTION	MET	NOT MET	PAGE REFERENCE IN THE BID
a)	Completeness and Quality of the Written Proposal			
b)	Classification Society			
c)	Bidder's Experience			
e)	Support Capacity			
f)	Document Management Plan			
h)	System Requirements			
i)	Preliminary Planning and Scheduling			
j)	Quality Management System			

a) Completeness and Quality of the Written Proposal

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.

The technical bid 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, 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.

b) Classification Society

Bidders must provide the name of the classification society that will evaluate and approve the design of the proposed compressor system according to the laws and regulations applicable to this specific class of ship and the various requirements specified in the Statement of Requirements, attached as Annex "A." The selected classification society must be approved by Transport Canada Marine Safety (TCMS) under the Delegated Statutory Inspection Program (DSIP), available at this web address:
<https://www.tc.gc.ca/eng/marinesafety/dvro-fsc-dspi-1781.htm>

Bidders must demonstrate that the proposed system is not a prototype and can obtain a class approval certificate as required in Annex "A" – Statement of Requirements.

Bidders must complete Annex "F" – Classification Society Certification Form, indicating that they have reached an agreement with a firm to verify and approve the work.

Bidders must include, in their financial bid, the costs associated with the approval of the proposed system by the classification society listed above.

c) Bidder's Experience

The bidders must have designed and delivered compressor systems of similar design and capacity that meet Classification Society Standards. Bidders must demonstrate that they have supplied Class approved compressor systems for at least three (3) vessels.

To be valid, bidders must provide information sufficient to confirm that these projects meet the stated criteria, including information on the date and place of the projects, an overview of the equipment, as well as the names and registration numbers of the vessels.

d) Support Capacity

i) Field Service Representatives (FSR)

Bidders must demonstrate and certify that they have, or will have, an FSR based in Canada and that qualified technicians will be available to provide on-site support within 24 hours of a request by the CCG. This service is to be provided directly at the Canadian Coast Guard base in St. John's, NL.

ii) 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 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.

iii) Spare Parts Availability

Bidders must demonstrate and certify that spare parts for new equipment are quickly and easily available in North America, directly from the original manufacturers or through authorized suppliers.

e) Document Management Plan

The bidder's proposal must describe the Document Management Plan for drawings and specifications, including the details for regulatory approvals and client feedback.

f) System Requirements

The bidder must provide the following:

A. Preliminary Design Proposal (shall form part of the technical submission at bid closing) - The design proposal shall be issued as a compilation of all information and design details required to determine suitability for the application and compliance with the technical requirements, as defined in the Statement of Requirements. The following specific information must also be included in the design proposal:

1. The design submittal shall include, as a minimum, comments and exceptions regarding each technical specification paragraph. Provide detailed information on structural, mechanical, electrical, or other changes or modifications necessary to adapt non-specified materials to the arrangement or details shown.
2. General arrangement drawings showing compressor base dimensions, mounting deck, skid piping, required maintenance clearances, overall weights with and without oil, and weights of the largest components requiring removal for maintenance.
3. Proof, by way of provisional drawings, that the proposed system, including all panels and ancillary equipment, fit within the footprint available as defined in the Statement of Requirements, Section 3.1.5.
4. Preliminary process and instrumentation diagrams (P&ID).
5. General description of the compressor with cross-sectional drawings explaining the design and operation.
6. Costing breakdown for spare parts cost of ownership analysis for a 10 year period, based on 2000 hours per year.

- i. Parts and consumables used for routine and regularly scheduled maintenance.
 - ii. Field Service Representative cost to oversee any mandatory inspections or overhauls in that period.
7. Compressor performance data.
 8. Preliminary performance curves.
 9. Compressor and drive motor speed-torque curves. Compressor speed-torque curve shall be at the condition with guide vanes in starting position and at the specified minimum inlet temperature.
 10. A detailed description of the guide vane operation.
 11. Compressor lubricant specifications and quantity.
 12. List of all major components and drawings/datasheets for each. The list shall include:
 - i. Motors
 - ii. Actuators and valves
 - iii. Mechanical components
 - iv. Instruments
 - v. Programmable Logic Controller (PLC)
 - vi. Operator Interface/machine monitors
 13. Electrical block diagrams of all control panels, showing proposed connections to all new equipment and remaining panels.

B. Removal and Install Scope of Work – shall include provisional engineering drawings and technical specifications for the removal of the existing equipment and installation on new bubbler units, and control systems.

g) 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:

- Contract award (Day 1);
- Production and submission of the Preliminary Design Package (PDP)
- Production and submission of all drawings and other design documents (Design Review Package)
- Period of approval by Classification Society and TCMS
- Purchase of the components. Pre-assembly of the equipment at factory
- Factory Acceptance Tests (FAT) and delivery of reports
- Preliminary Installation, Operating and Maintenance Manual
- Current system removal
- New equipment installation and wiring
- Ship commissioning. Dock and sea trials. Final approval of the new system
- Final installation and maintenance manual
- Training of the CCG personnel

k) 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) if registered, its 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;
 - a sample of an Inspection and Test Plan (ITP) developed in accordance with the QCP in (b) above

4.1.1.2 Point Rated Technical Criteria

RFP REFERENCE	DESCRIPTION	POINTS	REFERENCE IN THE BID
a)	Supportability – On Site	/100	
b)	Proven Bubbler Compressor Installations	/100	
c)	Design Requirements	/100	
d)	Maximum Ambient Noise Level	/100	
e)	Compressor Motor Starter Fits Within Alloted Space and is Able to Re-use Power Inlet Cabling, as per 3.1.11	/100	
f)	Compressor is Able to be Installed Through Existing Opening, as per 3.1.9	/100	
	TOTAL :	/600	
	Minimum 100 points	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Supportability - On Site

		Max 100
A	Compressor Trained FSR availability within 24 hours at CCG bases	50 pts
B	Permanent Compressor Trained FSR in Atlantic Canada	100 pts

To obtain the points within a), proof shall be given that the contractor has staff currently employed that are able to meet the above requirement.

Proven Bubbler Compressor Installations

		Max 100
A	6 Vessels with the bidder's class approved Bubbler Compressors	50 pts
B	8 Vessels with the bidder's class approved Bubbler Compressors	75 pts
C	10 Vessels with the bidder's class approved Bubbler Compressors	100 pts

Design Requirements

		Max 100
A	Capable of 6.84 m ³ /s at ambient conditions ranging from -40°C to 35°C	50 pts
B	Exceeds 6.84 m ³ /s at ambient conditions ranging from -40°C to 35°C	75 pts
C	Exceeds 6.84 m ³ /s at ambient conditions ranging from <-40°C to > 35°C	100 pts

Maximum Ambient Noise Level

		Max 100
A	Compressor maximum noise level <100db	50 pts
B	Compressor maximum noise level <95db	75 pts
C	Compressor maximum noise level <90db	100 pts

Compressor Motor Starter Fits Within Alloted Space and is Able to Re-use Power Inlet Cabling, as per 3.1.11

		Max 100
A	Motor starter meets dimensions and inlet requirements	100 pts

Compressor is Able to be Installed Through Existing Opening, as per 3.1.9

		Max 100
A	Compressor able to be installed through existing opening as per 3.1.9	100 pts

MINIMUM POINTS REQUIRED: 100

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

4.2 Basis of Selection – Highest Combination of Technical Merit and Price

4.2.1 To be declared responsive, a bid must:

- a) comply with all the requirements of the RFP; and
- b) meet all mandatory criteria (deliverables); and
- c) obtain the required minimum of 100 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 600 points.

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

4.2.2 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 30% for the technical merit and 70% for the price.

4.2.3 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 30%.

4.2.4 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 70%.

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

4.2.6 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.

4.2.7 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 30/70 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000.

Basis of Selection - Highest Combined Rating Technical Merit (30%) and Price (70%)

	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	$115/135 \times 30 = 25.56$	$89/135 \times 30 = 19.78$	$92/135 \times 30 = 20.44$
Pricing Score Calculation	$45\ 000/55\ 000 \times 70 = 57.27$	$45\ 000/50\ 000 \times 70 = 63.00$	$45\ 000/45\ 000 \times 70 = 70.00$
Combine Rating	82.83	82.78	90.44
Overall Rating	2nd	3rd	1st

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

An Integrity declaration form must be submitted **only** when:

- the supplier, one of its affiliates, or a proposed first-tier subcontractor has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the *Ineligibility and Suspension Policy* (the "policy"); and/or
- the supplier is unable to provide any of the certifications required by the [Integrity provisions](#).

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Annex "E" titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Annex "E" - Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Insurance – Proof of Availability Prior to Contract Award

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

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

5.2.3.2 Workers Compensation Certification – 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 five (5) 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 the Contract.

6.2 Statement of Work

The Contractor must provide the items detailed in the Statement of Requirements attached at Annex "A."

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *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.

6.3.1 General Conditions

2010A (2016-04-04), General Conditions – Medium Complexity – Goods, apply to and form part of the Contract.

2010C (2016-04-04), General Conditions – Medium Complexity – Services, apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

1029 (2010-08-16), Ship repairs, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All the stated goods are requested on or before 23 March 2019.

6.4.2 Delivery Points

Delivery is required to the Canadian Coast Guard Base, 280 Southside Road, in St. John's, NL.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Nikki Hoskins
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch

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7th Floor, John Cabot Building
St. John's, NL A1C 5T2
Telephone: (709) 772-8192
Facsimile: (709) 772-4603
E-mail address: Nicole.Hoskins@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 Project Authority (to be completed upon contract award)

The Project Authority for the Contract is:

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

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

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.

6.5.3 Contractor's Representative (to be completed by the Contractor)

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

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [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.

6.7 Payment

6.7.1 Basis of Payment – Ceiling Price

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment (attached at Annex "B") to a ceiling price of \$ _____ (*insert amount at contract award*). Customs duties are excluded and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

6.7.2 Limitation of Price

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

6.7.3 Progress Payments

6.7.3.1 Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to ninety (90) percent of the amount claimed and approved by Canada if:

- a. an accurate and complete claim for payment using form [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. the amount claimed is in accordance with the basis of payment;
- c. the total amount for all progress payments paid by Canada does not exceed ninety (90) percent of the total amount to be paid under the Contract;
- d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.

6.7.3.2 The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

6.7.3.3 Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

6.7.4 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30) T1204 - Direct Request by Customer Department
SACC Manual clause [C0705C](#) (2010-01-11) Discretionary Audit

6.8 Invoicing Instructions

6.8.1 The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. a list of all expenses;
- d. the description and value of the milestone claimed.

6.8.2 Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

6.8.3 The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

6.8.4 The Contractor must not submit claims until all work identified in the claim is completed.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9.3 SACC Manual Clauses

SACC Manual clause [A0285C](#) (2007-05-25) Workers Compensation

6.10 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.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 1029 (2010-08-16), Ship repairs;
- (c) the general conditions 2010A (2016-04-04), General Conditions – Medium Complexity – Goods;
- (d) the general conditions 2010C (2016-04-04), General Conditions – Medium Complexity – Services;
- (e) Annex A, Statement of Requirements;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Electronic Payment Instruments;
- (h) Annex D, Insurance Requirements;
- (i) the Contractor's bid dated _____ (*insert date of bid*).

6.12 Insurance

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.

6.13 Limitation of Contractor's Liability for Damages to Canada

6.13.1 This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability." Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.

6.13.2 Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$_____ (*insert the contract value at time of award*). This limitation of the Contractor's liability does not apply to:

- a. any infringement of intellectual property rights; or
- b. any breach of warranty obligations.

6.13.3 Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

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ANNEX "A" – STATEMENT OF REQUIREMENTS
(22 pages, as attached separately)

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ANNEX "B" – BASIS OF PAYMENT

Bubbler Compressors – CCGS Henry Larsen

This contract will consist of the supply, testing and satisfactory operation of two (2) electric motor driven, single-stage, integrally geared, single vane centrifugal compressors, local control panels and compressor motor starters, as per the Statement of Requirements attached in Annex "A."

BID AMOUNT:

\$ _____

SHIPPING COSTS* (if applicable):

\$ _____

TRAVEL COSTS (if applicable):

\$ _____

TOTAL BID AMOUNT (HST EXTRA):

\$ _____

* Shipping costs are an estimate only and will be paid at actual laid down cost supported by an invoice, with no mark-up or profit.

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ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "D" – INSURANCE REQUIREMENTS

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

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

1.1 Commercial General Liability Insurance

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.

The Commercial General Liability 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. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

- n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX "E" – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard

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ANNEX "F" – CLASSIFICATION SOCIETY CERTIFICATION FORM

This confirms that the bidder has entered into an agreement with the classification society identified below to complete the work as identified:

Name of Classification Society

Signature of Authorized Signatory of Classification Society

Name of Authorized Signatory of Classification Society

Title for Authorized Signatory of Classification Society

Telephone # for Authorized Signatory of Classification Society

Name of Bidder

Date Signed

ANNEX "G" – INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION

The Integrity Provisions of the contract require that bidders supply the following:

List of Names

- (a) 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.
- (b) If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- (c) The Bidder must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

Complete Legal Name of Company _____

PBN _____

List of names of the current Board of Directors or Owners:

