



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions – TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A0S5

Bid Fax: (819) 997-9776

**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

Marine Emergency Response Division/Division des
Interventions en cas d'urgence maritime

Centennial Towers 7th Floor - 7W11

200 Kent Street

Ottawa

Ontario

K1A0S5

| | | |
|---|--|---|
| Title - Sujet EREP: Prescott Compressor | | |
| Solicitation No. - N° de l'invitation F7047-180140/A | | Date 2019-01-24 |
| Client Reference No. - N° de référence du client F7047-180140 | | |
| GETS Reference No. - N° de référence de SEAG PW-\$ERD-005-27169 | | |
| File No. - N° de dossier 005erd.F7047-180140 | CCC No./N° CCC - FMS No./N° VME | |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-03-05 | | Time Zone Fuseau horaire Eastern Standard Time EST |
| 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: Khan, Shazia | | Buyer Id - Id de l'acheteur 005erd |
| Telephone No. - N° de téléphone (613) 614-2383 () | | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes | | |

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 |

TABLE OF CONTENTS

| | |
|--|-----------|
| PART 1 - GENERAL INFORMATION | 2 |
| 1.1 SECURITY REQUIREMENTS | 2 |
| 1.2 STATEMENT OF TECHNICAL SPECIFICATION OF REQUIREMENT | 2 |
| 1.3 DEBRIEFINGS | 2 |
| 1.4 TRADE AGREEMENTS | 2 |
| PART 2 - BIDDER INSTRUCTIONS | 2 |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS | 2 |
| 2.2 SUBMISSION OF BIDS | 2 |
| 2.3 FORMER PUBLIC SERVANT | 3 |
| 2.4 ENQUIRIES - BID SOLICITATION | 4 |
| 2.5 APPLICABLE LAWS | 4 |
| 2.6 MANDATORY SITE VISIT | 4 |
| PART 3 - BID PREPARATION INSTRUCTIONS | 5 |
| 3.1 BID PREPARATION INSTRUCTIONS | 5 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 7 |
| 4.1 EVALUATION PROCEDURES | 7 |
| 4.2 BASIS OF SELECTION | 7 |
| PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION | 8 |
| 5.1 CERTIFICATIONS REQUIRED WITH THE BID | 8 |
| 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION | 8 |
| PART 6 - RESULTING CONTRACT CLAUSES | 10 |
| 6.1 SECURITY REQUIREMENTS | 10 |
| 6.2 STATEMENT OF TECHNICAL STATEMENT OF REQUIREMENT | 10 |
| 6.3 STANDARD CLAUSES AND CONDITIONS | 10 |
| 6.4 TERM OF CONTRACT | 11 |
| 6.5 AUTHORITIES | 11 |
| 6.6 PAYMENT | 12 |
| 6.7 INVOICING INSTRUCTIONS | 13 |
| 6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION | 13 |
| 6.9 APPLICABLE LAWS | 13 |
| 6.10 PRIORITY OF DOCUMENTS | 13 |
| 6.11 INSURANCE | 14 |
| 6.12 WOOD PACKAGING MATERIAL | 14 |
| 6.13 GOVERNMENT SITE REGULATIONS | 14 |
| 6.14 FOREIGN NATIONALS (CANADIAN CONTACTOR OR FOREIGN CONTRACTOR –AS APPLICABLE) | 14 |
| 6.15 IDENTIFICATION BADGE | 15 |
| 6.16 ACCESS TO FACILITIES AND EQUIPMENT | 15 |
| SCHEDULE A | 16 |
| BASIS OF PAYMENT | 16 |

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Statement of Technical Specification of Requirement

The contractor must provide the removal of the existing and provision of a new compressor as detailed under the "Technical Statement of Requirement" at 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 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 North American Free Trade Agreement (NAFTA), and 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) (<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](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Delete: Bids will remain open for acceptance for a period of not less than **sixty (60) days** from the closing date of the bid solicitation;

Insert: Bids will remain open for acceptance for a period of not less than **ninety (90) calendar days** from the closing date 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.

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

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 \$5000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on 2019, February 13 at 401 King street west, Prescott, ONT. Bidders must communicate with the Contracting Authority no later than seven (7) days before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

First page of the Request for Proposal signed by the Bidder or an authorized representative of the Bidder (1 signed copy).

The bid must be gathered per section and separated as follows:

Section I: Financial Bid (1 hard copy and one (1) soft copy on USB key)

Section II: Certifications (1 hard copy and one (1) soft copy on USB key)

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

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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: Financial Bid

Bidders must submit their financial bid **in Canadian currency and accordance with the Schedule A, Basis of Payment.**

Bidders are requested to insert "\$0.00" for any of the cost elements for which it does not intend to charge.

If any cost element is left blank, Canada will insert "\$0.00" for that element.

3.1.1 Electronic Payment of Invoices – Bid

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

The Bidder accepts to be paid by 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)

3.1.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive

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 Financial Evaluation

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

4.2 Basis of Selection

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

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 *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ciif/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

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 *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ciif/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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 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 Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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 technical Statement of Requirement

The Contractor must provide the items detailed under the "Technical Statement of Requirement" at Annex "A".

6.2.1 Work Arisings

Additional work that is not described in the Technical Statement of Requirement but that is required to support the Compressor Requirement and that would fall within the overall scope for the Work (Work Arisings), may be incorporated into the Contract via a Contract Amendment.

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) (<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 (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.1.1 Extended Warranty for the Air Compressor

For the Air Compressor identified at Annex A, Technical Statement of Requirement, clause 4.2.2:

The 2010A (2018-06-21) General Conditions – Goods (Medium Complexity), Article 2010A 09, Warranty, is amended as follows:

DELETE: Paragraph 1 in its entirety; and,

INSERT: Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be **24 months** after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to December 31, 2019 inclusive.

6.4.2 Best Delivery Date - Bid

While delivery is requested by May 31, 2019 the best delivery that could be offered is _____.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shazia K. Richards
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Marine Charter Services Directorate

Telephone: 613-614-2383

E-mail address: Shazia.Richards@pwgsc.gc.ca

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

6.5.2 Project Authority

The Project Authority is the representative of the Canadian Coast Guard 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

The Contractor's Representative for the Contract is: [to be inserted at Contract award]

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

E-mail: _____

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 price as specified in SCHEDULE A for a cost of* \$ _____. Customs duties are included and Applicable Taxes are extra.

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 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.6.3 Discretionary Audit

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favored customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

6.6.4 Taxes- Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so,

the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

6.6.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment. (to be inserted at contract award)
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of _____.

6.10 Priority of Documents

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

- (a) The Articles of Agreement Schedule A
- (b) The general conditions 2030 (2018-06-21)

- (c) Annex A, Technical statement of Requirement;
- (d) The Contractor's bid dated _____

6.11 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.12 Wood packaging material

All wood packaging materials used in shipping must conform to the International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15).

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States

D-13-01 – Canadian Heat Treated Wood Products Certification Program (HT Program)

6.13 Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

6.14 Foreign Nationals (Canadian Contactor or Foreign Contractor –as applicable)

Foreign Nationals (Canadian Contractor)

The Contractors must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada Regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

-Or-

Foreign Nationals (Foreign Contractor)

The contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, consulate or High Commissions in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

6.15 Identification Badge

Any person assigned to the performance of any part of the work that is performed on government premises must wear in a conspicuous place the identification badge issued to that person by Canada.

When a person is required to wear a safety helmet, the Contractor, if requested to do so by the Contracting Authority, must paint the number appearing on the badge on the front of the safety helmet.

6.16 Access to Facilities and Equipment

Canada's facilities, equipment documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion.

If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

SCHEDULE A

BASIS OF PAYMENT

Instructions to Bidders:

The Bidder must complete the fill-ins and tables in Schedule A as follows:

- (a) All prices must be in Canadian currency;*
- (b) All prices must include customs duties;*
- (c) All prices must not include Applicable Taxes;*
- (d) The Bidder must provide firm unit prices for each item in:*
 - i. Section 3 (Required Goods and Services);*
- (e) The Bidder must provide firm unit prices for each item in:*
 - ii. Section 4 (Optional Goods and/or Services)*
- (f) The Bidder is requested to insert "\$0.00" for any cost of the cost elements for which it does not intend to charge. If any cost element is left blank, Canada will insert "\$0.00" for that element;*
- (g) The Bidder must take into account any notes associated with a particular Item.*

Note: These italicized Instructions to Bidders will be removed from any resulting contract.

1. General

- a) Prices include customs duties but Applicable Taxes are extra.
- b) The price takes into account any notes associated with the Item and/or cost element.

2. Currency

All prices are in Canadian currency.

3. Required Goods and Services

| Item # | Item Description | Total QTY | Firm Unit Price DDP Destination |
|--------|--|-----------|------------------------------------|
| 1 | Remove and Dispose, air compressor and related equipment in accordance with attached Annex A – Technical statement of Requirement | 1 | |
| 2 | Supply, install, test and inspect Air Compressor and related equipment in accordance with attached Annex A – Technical statement of Requirement | 1 | |
| 3 | Conduct Operational Training Session: site training on all equipment in accordance with Annex A – Technical statement of Requirement | 1 | |
| 4 | Generate and supply all of the required documents and manuals for each piece of equipment identified in accordance with Annex A – Technical statement of Requirement | 1 | |
| 5 | Provide spare parts for one (1) year of normal operation per manufacturer's recommendations | 1 | |

Integrated Technical Services



Safety First, Service Always



Prescott Paint Shop Equipment

Annex A

Technical Specification of Requirements

Published under the Authority of:
Integrated Technical Services Directorate
Fisheries and Oceans Canada
Canadian Coast Guard Ottawa Ontario, K1A 0E6
<http://intra.coast-guard.ca/ITS/Home>

© Her Majesty the Queen in Right of Canada, 2017

Record of Amendments

| # | Date | Description | Initials |
|---|------|---------------|----------|
| 0 | | Initial Issue | |
| | | | |
| | | | |
| | | | |
| | | | |

Approvals

Approval Signatures will be added here once scanned.

Table of Contents

| | | |
|------------------|---|----------|
| Section 1 | Background Information..... | 2 |
| Section 2 | List of Acronyms | 3 |
| Section 3 | Applicable documents | 4 |
| 3.1 | Referenced publications, specifications and standards | 4 |
| 3.2 | Order of precedence | 4 |
| Section 4 | Performance Specification | 5 |
| 4.1 | Description of Work | 5 |
| 4.2 | Specifications | 6 |

Section 1

BACKGROUND INFORMATION

This document outlines the Canadian Coast Guard's (CCG) specifications for the acquisition, installation and commissioning of new equipment related to the steel buoy painting activities at the Prescott Marine Base.

The CCG operates a paint shop facility located on its marine base in Prescott, Ontario. The facility is used for the refurbishment, sandblasting and painting of its steel buoys deployed in the Central and Arctic (C&A) Region.

Much of the equipment, used for buoy sandblasting and painting activities, is over 35 years old and is in need of replacing. The air compressor, which supplies air to the sandblasting booth and the breathing air purifier, has reached the end of its expected life cycle of 20 to 30 years and requires continual maintenance.

The equipment to be removed and installed within this specification, is located on the mezzanine between the sandblasting booth and the painting booth. Workers can access the mezzanine via temporary stairs on the west side of the mezzanine. The Contractor is responsible for supplying its own lifting equipment to raise the new mechanical equipment onto the mezzanine. The Contractor is responsible for ensuring its workers are adequately licensed and trained to operate the lifting equipment.

The CCG Prescott Base is located at:
401 King Street West
Prescott, Ontario
K0E 1T0

Section 2

LIST OF ACRONYMS

The following is a list of acronyms used throughout this document.

| | |
|------|------------------------------------|
| A | Amp |
| CCG | Canadian Coast Guard |
| CSA | Canadian Standards Association |
| C | Celsius |
| F | Fahrenheit |
| Hp | Horsepower |
| Hz | Hertz |
| L | Litre |
| lbs | Pounds |
| kg | Kilogram |
| kW | Kilowatt |
| kPag | Kilopascal (gauge) |
| m | Metre |
| mg | Milligram |
| mm | Millimetre |
| MPa | Megapascal |
| PPE | Personal Protective Equipment |
| ppm | Parts per million |
| psi | Pound per square inch |
| psig | Pound per square inch (gauge) |
| s | Second |
| scfm | Standard cubic feet per minute |
| TSSA | Technical Standards and Safety Act |
| V | Volt |

Section 3

APPLICABLE DOCUMENTS

The documents listed in this section form an integral part of the CCG requirements to the extent they are referenced in this Performance Specification.

3.1 REFERENCED PUBLICATIONS, SPECIFICATIONS AND STANDARDS

3.1.1 Canadian Standards Association (CSA):

3.1.1.1 CSA B51 Boiler, Pressure Vessel and Piping Code

3.1.1.2 CSA C22.1 Canadian Electrical Code

3.1.1.3 CSA CAN3-C235 Preferred Voltage Levels for AC Systems, 0 to 50 000V

3.1.1.4 CSA Z180.1 Compressed Breathing Air and Systems

3.1.2 Technical Standards and Safety Act (TSSA)

3.1.3 The latest editions (at the time of contract award) of the above-mentioned standards must apply.

3.2 ORDER OF PRECEDENCE

3.2.1 In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been made.

4.1 DESCRIPTION OF WORK

4.1.1 Remove and dispose of the following existing equipment:

4.1.1.1 Air compressor;

4.1.1.2 Air receiver tank; and

4.1.2 Supply, deliver, install and commission the following new equipment:

4.1.2.1 One (1) air compressor;

4.1.2.2 One (1) coalescent filter;

4.1.2.3 One (1) oil/water separator; and

4.1.2.4 One (1) air receiver tank.

4.1.3 Provide a demonstration and on-site training on all equipment part of this specification to the staff at the Prescott Marine Base. The demonstration must meet the following requirements:

4.1.3.1 Maximum of a day long;

4.1.3.2 For five (5) to ten (10) attendees;

4.1.3.3 In English only; and

4.1.3.4 Take place after all equipment has been installed and tested by the Contractor and prior to the site being handed over to Canada.

4.2 SPECIFICATIONS

4.2.1 General

4.2.1.1 Deliverables

- 4.2.1.1.1 Submit detailed engineered shop drawings to indicate equipment, dimensions, extent of equipment, piping system, valves etc. Submit shop drawings for review and acceptance by the CCG prior to manufacturing and installation.
- 4.2.1.1.2 Submit manufacturer's instructions, product literature and data sheets for all equipment identified in this specification. Submit documents to Canada for review and acceptance prior to commissioning.
- 4.2.1.1.3 Submit the operating and maintenance manuals for each piece of equipment identified in this specification. Submit documents to Canada for review and acceptance prior to commissioning. The operating and maintenance manual must include as a minimum:
- Safety instructions;
 - Description of components;
 - General arrangement drawings;
 - Technical data and dimensions;
 - Installation and setup instructions;
 - Operating instructions;
 - Troubleshooting;
 - Maintenance procedures and schedule;
 - Replacement parts; and
 - Warranty information.
- 4.2.1.1.4 Submit a complete list of manufacturer-recommended spare parts and associated prices for all equipment part of this specification.
- 4.2.1.1.5 Documentation must be provided in English.

4.2.1.2 Delivery, Storage and Handling of New Equipment

- 4.2.1.2.1 All materials, goods and equipment that form part of this contract must be new, commercial off the shelf products.
- 4.2.1.2.2 Include packing list with listing of equipment, components and quantities delivered.
- 4.2.1.2.3 All equipment and material must be adequately packaged to prevent any damage in transit and be suitable for storage until installation and commissioning.
- 4.2.1.2.4 All equipment and material must be handled in accordance with manufacturer's instructions.
- 4.2.1.2.5 Store equipment and materials in clean, dry, well ventilated area and protect equipment and material from damages prior to Canada's final acceptance.

4.2.1.3 Safety

- 4.2.1.3.1 All personnel on the Government of Canada's site must wear the appropriate Personal Protective Equipment (PPE). The Contractor is responsible for providing the required PPE to their personnel.
- 4.2.1.3.2 The Contractor must comply with all applicable federal and provincial health and safety regulations.
- 4.2.1.3.3 Submit a written site-specific Health and Safety Plan based on hazard assessment prior to beginning the work on site.

4.2.1.4 Removal of Existing and Installation of New Equipment

- 4.2.1.4.1 The Contractor is responsible for the decommissioning and removal of the existing equipment including:
 - 4.2.1.4.1.1 Making arrangements with and obtaining permits from authorities having jurisdiction for disposal of waste and debris.
 - 4.2.1.4.1.2 Proper disposal of all equipment and waste materials at a licensed disposal facility.
- 4.2.1.4.2 The Contractor is responsible for the installation and commissioning of all new equipment including:
 - 4.2.1.4.2.1 All electrical connections required, including supplying materials.
 - 4.2.1.4.2.2 All mechanical connections between the new equipment and the existing piping system, including supplying materials.
 - 4.2.1.4.2.3 Anchoring the new equipment to the existing concrete floor or concrete housekeeping pads.

- 4.2.1.4.3 All electrical and instrumentation components must be Canadians Standards Association (CSA) approved.
- 4.2.1.4.4 Where the removal of the existing equipment has left holes or other blemishes in the existing concrete floor or housekeeping pads, the Contractor must repair the concrete using an appropriate cementitious repair mortar with a minimum 28 day compressive strength of 25 MPa.

4.2.1.5 Testing

- 4.2.1.5.1 The compressor must be factory tested as a completely assembled unit prior to delivery. Submit all test results to Canada for review and acceptance.
- 4.2.1.5.2 On completion of the entire installation, the Contractor must carry out any on-site inspections and testing deemed necessary to ensure the proper functioning of the various elements of the compressed air system. Submit all test results to Canada for review and acceptance.
- 4.2.1.5.3 The Contractor must carry out any necessary adjustments to ensure proper functioning of the system.

4.2.1.6 Cleaning

- 4.2.1.6.1 The Contractor is responsible for maintaining a clean work space including the removal and disposal of all packaging materials.

4.2.1.1 Warranty

- 4.2.1.1.1 The equipment must be warrantied against manufacturing and installation defects for a period of no less than 24 months.

4.2.2 Air Compressor

- 4.2.2.1 The Contractor must supply, install and commission an air compressor meeting the requirements of this section.

4.2.2.2 Operating Data

- 4.2.2.2.1 Air compressor type: Rotary screw, Variable Speed Drive.
- 4.2.2.2.2 Cooling type: Air cooled.
- 4.2.2.2.3 Flow capacity: Minimum flow capacity of 316 l/s (670 scfm).
- 4.2.2.2.4 Minimum motor power: 90 kW (125 hp).
- 4.2.2.2.5 System voltage: 600/575 Volts, 3 phases, 60 Hz in accordance with CSA CAN3-C235.
- 4.2.2.2.6 Minimum system current: 144A.
- 4.2.2.2.7 Working pressure: 400 kPag – 1248 kPag (58 psig - 181 psig).
- 4.2.2.2.8 Ambient operating temperature: 1.7°C – 48.9°C (35°F - 120°F).
- 4.2.2.2.9 The compressor must have an inlet air filter.
- 4.2.2.2.10 The compressor must have an integrated air dryer.
- 4.2.2.2.11 The maximum weight of the new air compressor must not exceed the weight of the existing compressor of 2211 kg (4875 lbs).
- 4.2.2.2.12 The footprint area dimensions of the new compressor must not exceed those of the existing compressor 1400 mm x 2400 mm.

4.2.2.3 Installation

- 4.2.2.3.1 The existing air compressor must be removed and the new air compressor installed within the footprint of the existing air compressor.

4.2.3 Air Receiver Tank

- 4.2.3.1 The Contractor must supply, install and commission an air receiver tank meeting the requirements of this section.

4.2.3.2 Air Receiver Tank Requirements

- 4.2.3.2.1 Type: vertical air receiver.
- 4.2.3.2.2 Minimum capacity: 1.89 m³ (500 gallon).
- 4.2.3.2.3 Minimum design pressure: 1379 kPa (200 psi).
- 4.2.3.2.4 Test pressure: The minimum test pressure must be in accordance with CSA B51.
- 4.2.3.2.5 Ambient operating temperature: 1.7°C – 48.9°C (35°F - 120°F).
- 4.2.3.2.6 The air receiver tank must have a pressure safety relief valve.
- 4.2.3.2.7 The air receiver tank must be suitable for wet air storage.
- 4.2.3.2.8 The air receiver tank must be designed and constructed in accordance with CSA B51 Boiler, Pressure Vessel and Pressure Piping Code.

4.2.3.2.9 The air receiver tank must conform to the Technical Standards and Safety Act (TSSA), and applicable regulations, codes, and standards in accordance with Section 3.

4.2.3.2.10 The air receiver tank and fittings must have a Canadian Registration Number (CRN) as specified in CSA B51.

4.2.3.3 Display

4.2.3.3.1 The air receiver tank must have a pressure gauge. The display must be accessible.

4.2.4 Coalescing Filter

4.2.4.1 The Contractor must supply, install and commission coalescing filter meeting the requirements of this section.

4.2.4.2 Filter Requirements

4.2.4.2.1 The Contractor must supply and install a coalescing filter downstream of the air receiver tank to protect the breathing air purifier.

4.2.4.2.2 Filter type: Oil aerosol and solid particles.

4.2.4.2.3 Maximum oil carry-over: 0.0009 mg/m³.

4.2.4.2.4 Maximum allowable wet pressure drop: 27.6 kPa (4 psi).

4.2.4.2.5 Flow rate: The coalescing filter flow rate capacity must be determined in accordance with the selected compressor's outlet flow rate.

4.2.4.3 Replacement Parts

4.2.4.3.1 Provide spare parts for one (1) year of normal operation per manufacturer's recommendations.

4.2.4.4 Display

4.2.4.4.1 The coalescing filter must have a differential pressure gauge. The display must be accessible.

4.2.5 Oil-Water Separator

- 4.2.5.1 The Contractor must supply, install and commission an oil-water separator meeting the requirements of this section.

4.2.6 Oil-Water Separator Requirements

- 4.2.6.1.1 The Contractor must supply and install an oil-water separator to remove oil from condensate prior to being discharged into the environment.
- 4.2.6.1.2 The oil-water separator must remove oil from the air compressor, air receiver tank, coalescing filter and air dryer condensate streams.
- 4.2.6.1.3 The oil-water separator must be compatible with air compressor, air receivers, dryers and filter set-ups.
- 4.2.6.1.4 Oil-water separation must be achieved by oleophilic filters and activated carbon.
- 4.2.6.1.5 Oil content in effluent: Maximum 15 mg/l (ppm).
- 4.2.6.1.6 Flow capacity: The oil-water separator capacity must be determined based on the condensate output from the air compressor, air receiver tank, coalescing filter and air dryer.

4.2.6.2 Replacement Parts

- 4.2.6.2.1 Provide spare parts for one (1) year of normal operation per manufacturer's recommendations.

4.2.6.3 Display

- 4.2.6.3.1 Maintenance indicator identifying when filter replacement is required. The display must be accessible.

Solicitation No. - N° de l'invitation
F7047-180140/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
005erd

Client Ref. No. - N° de réf. du client
F7047-180140

ANNEX B

ELECTRONIC PAYMENT INSTRUMENTS

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 C

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 Instructions)