



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

See herein for bid submission
instructions/

Voir la présente pour les
instructions sur la présentation
d'une soumission

NA
British Columbia

**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 CCGS Grenfell - Ceiling Tiles	
Solicitation No. - N° de l'invitation F7049-200016/A	Date 2020-09-22
Client Reference No. - N° de référence du client F7049-200016	
GETS Reference No. - N° de référence de SEAG PW-\$XLV-176-8053	
File No. - N° de dossier XLV-0-43058 (176)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-10-07	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
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: Godin, Andre	Buyer Id - Id de l'acheteur xlv176
Telephone No. - N° de téléphone (250) 216-2504 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Fisheries and Oceans Canada See herein	

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

Public Works and Government Services Canada - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

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

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The Department of Fisheries and Oceans Canada / Canadian Coast Guards as a requirement to supply and deliver ceiling tiles in accordance with Annex "A" - Requirement and delivered on or before February 1, 2020.

1.3 Canadian Content

The requirement is subject to a preference for Canadian goods.

1.4 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.

1.5 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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](#) (2020-05-28) Standard Instructions -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 the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

PWGSC Pacific Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

PWGSC Pacific Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least 2 days before the solicitation closing date.

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

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

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

Bids transmitted by facsimile or hardcopy will not be accepted. The bid must be gathered per section and separated as follows:

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The Statement of requirement, Annex A, is entirely mandatory. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex D – Financial Evaluation.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex “F” 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

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.

3.1.3 Mandatory Tender Deliverable Check List

Notwithstanding deliverable requirements specified anywhere else within this bid solicitation and its associated Requirement (Annex A), mandatory deliverables that must be submitted with the Bidder's tender to be deemed responsive are describe below.

For details and to complete please refer to Annex D – Tender deliverables

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.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory Technical Criteria's are in Annex E - Technical Evaluation Table E.1

4.1.1.2 Point Rated Criteria

Point rated criteria's are in Annex E - Technical Evaluation Table E.2

4.1.2 Financial Evaluation

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

4.2 Basis of Selection - Basis of Selection- - Lowest Price Per Point

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **2 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **20 points**.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

Example:

Compliant Bidders:	Cost:	Bidder Score:	Lowest Cost per point:
A	\$500	62	8.06
B	\$520	65	8.00
C	\$580	72	8.05
D	\$700	79	8.86
E	\$1500	98	15.30

Bid with the lowest Cost per points: B

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.

5.1.2 Additional Certifications Required with the Bid

As per Annex A – Requirement: Classification society certificate “Type approval” to be provided with the bid.

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause [A3050T](#).

5.1.2.1.1 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

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 property agreement of the [Ineligibility and Suspension Policy](#) (<http://www.tpsgc-pwgsc.gc.ca/ci->

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if/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.

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

There is no security requirement applicable to this Contract.

6.2 Requirement

The Department of Fisheries and Oceans Canada / Canadian Coast Guards as a requirement to supply and deliver a quantity of ceiling tiles in accordance with Annex "A" - Requirement and delivered on or before February 1, 2020.

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](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before February 1, 2021.

6.4.2 Delivery Points (INCOTERM 2010 DDP)

The goods must be delivered in accordance with Incoterms 2010 Delivery Duty Paid (DDP) to the following location:

Fisheries and Oceans,
Canadian Coast Guard
CCG Wilfred Grenfell
9860 West Saanich Road
PO Box 6000, Sidney B.C.
V8L 4B2

6.4.4 Wood packaging materials

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 \(HT Program\)](#)

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

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Buyer ID - Id de l'acheteur
XLV176
CCC No./N° CCC - FMS No./N° VME

Name: Andre Godin
Title: Manager
Acquisitions, Marine
Public Works and Government Services Canada
Address: 1230 Government Street, Suite 401
Victoria, BC, V8W 3X4, Canada
Telephone: 250-216-2504
Email: andre.godin3@pwgsc-tpsgc.gc.ca

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

6.5.2 Technical Authority

The Technical Authority will be identified in the Contract.

Name: TBD
Title: TBD
Organization: TBD
Address: TBD
Telephone: TBD
Facsimile: TBD
E-mail: TBD

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

6.5.3 Contractor's Representative

Contact for:	Name	Telephone	Email
Contracting issues			
Technical issues			
Invoicing issues			

6.6 Payment

6.6.1 Basis of Payment- Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm lot prices, as specified in **Annex B-Basis of Payment**. 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 Limitation of Price

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.

6.6.3 Single Payment

H1000C 2008-05-12 Single Payment

6.6.4 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section of the General Conditions titled Invoice Submission.

Invoice is to be made out to:

Fisheries and Oceans, Canadian Coast Guard
Marine Engineering; Attention: TBD
9860 West Saanich Road
PO Box 6000
Sidney, BC, V8L4B2 Canada

Electronic copy of the invoice is to be sent for verification to:

PAC.MARINE@pwgsc-tpsgc.gc.ca Attention: André Godin

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.

6.8.2 Canadian Content Certification *(if applicable)*

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause [A3050T](#).
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
2. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to 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 _____.

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;
- (b) The general conditions [2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement
- (d) Annex B, Basis of Payment
- (e) The Contractor's bid dated _____.

6.11 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.12 Insurance

6.12.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability 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. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- 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.

6.13 Procedures for Design Changes or Additional work

B5007C 2010-01-11 Procedures for Design Change or Additional Work

ANNEX A – REQUIREMENT

A1.0 General

The Canadian Coast Guard vessel S. W. Grenfell requires a quantity of ceiling tiles for an extensive accommodation conversion. These ceiling tiles must be approved by a Recognize Transport Canada classification society and have a valid classification type approval certificate.

Classification society certificate “Type approval” to be provided with the bid.

A2.0 Regulations:

1. Canada Shipping Act 2001 and related regulation, technical publications.
2. No. MED/3.11b. SOLAS 74 as amended, Regulation II-2/3.4 & II-2/9, IIMO 2010 FTP Code Part 3.
3. Code, IMO MSC/Circ.1120 and IMO MSC.1/Circ.1581

A3.0 Drawing references:

1. 1200-603 Finishing Schedule
2. 1200-601 General Arrangement
3. 1200-602 Reflected Ceiling Plan

A4.0 Goods:

Description:	Clip In sharp edge or seamless tile
Fire rating class:	IMO FTP 2010 Code Class C
Standard height:	Either 300 mm or 600 mm
Standard width:	Either 300 mm or 600 mm
Construction thickness:	Less than or equal to 70mm
Weight:	Less than or equal to 9kg/m ²
Quantities:	1000 (at 600mm x 600mm)

The wall panels should be white (RAL 9010) IAW drawing 1200-603 Finishing Schedule

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ANNEX B - BASIS OF PAYMENT

Remark to Bidder: Annex B will form the Basis of Payment for the resulting contract and should not be filled in at the bid submission stage.

B1. Contract Price

ITEM	DESCRIPTION –	Quantities	Unit Price	Lot Price
A	Ceiling tiles: As per the Annex "A" – Article A4.0- Requirement for a FIRM PRICE of (\$CAD):	1000	\$	\$
B	Shipping Cost (INCOTERM 2010 DDP) As per part 6, Per article 6.4.3 FIRM PRICE of (\$CAD):	1	\$	\$
C	Contract Price GST/HST Excluded [A + B]: for a FIRM PRICE of (\$CAD):			\$
DELIVERY OFFERED FROM RECEIPT OF ORDER on or before February 1, 2021.				

B.2 All prices are in Canadian Dollars, Applicable Taxes excluded, and customs duties included.

ANNEX C - FINANCIAL EVALUATION

Bidder's Instructions

The bidder is to enter their pricing in the pricing schedule below.
The bidder should NOT include their terms and conditions with their financial bid submission as it may result in the bid being non-responsive.

C.1 Pricing Schedule

ITEM	DESCRIPTION –	Quantities	Unit Price	Lot Price
A	Ceiling tiles: As per the Annex "A" – Article A4.0- Requirement for a FIRM PRICE of (\$CAD):	1000	\$	\$
B	Shipping Cost (INCOTERM 2010 DDP) As per part 6, Per article 6.4.3 FIRM PRICE of (\$CAD):	1	\$	\$
C	Evaluation Price GST/HST Excluded [A + B]: for a FIRM PRICE of (\$CAD):			\$

DELIVERY OFFERED FROM RECEIPT OF ORDER on or before February 1, 2021.

B.2 All prices are in Canadian Dollars, Applicable Taxes excluded, and customs duties included.

ANNEX D - TENDER DELIVERABLES

D.1 Mandatory Tender Deliverables Checklist

The following are mandatory with the bid and the Bidder's submission will be evaluated against the requirement as defined herein. The Bidder must be determined to be compliant on each item to be considered responsive.

No	Solicitation Part	Reference	Description	Condition	Document provided
1	Front page	Front page	<u>Request for Proposal</u> document part 1 page 1 completed and signed;	Mandatory with the bid	<input type="checkbox"/>
2	3	Article 3.1 Section I	Technical Bid Submission	Mandatory with the bid	<input type="checkbox"/>
3	3	Article 3.1 Section II, Annex C	Financial Evaluation , completed	Mandatory with the bid	<input type="checkbox"/>
4	Part 5	5.1.2	Valid Classification society certificate "Type approval"	Mandatory with the bid	<input type="checkbox"/>
5	Part 5	5.2.1 and Annex F	Integrity Provisions – Required Documentation	Mandatory with the bid	<input type="checkbox"/>
6	Annex D	Articles 6.5.3, Annex D.	Contractor's Representatives, table completed	Mandatory with the bid	<input type="checkbox"/>
7	Annex E	Technical Evaluation	Table E.1 completed-cross reference to proposal	Mandatory with the bid	<input type="checkbox"/>

D1.1

Supporting Deliverable Requirements

If the following information which supports the bid is not submitted with the Bid; it will be requested by the Contracting Authority, and it must be provided within 48 hours of the written request:

No	Solicitation Part	Reference	Description	Condition	Document provided
1	Part 2	2.4	Applicable Laws (if applicable)	48 hours of written request	<input type="checkbox"/>
2	Annex F	To part 3 of the solicitation	Electronics payment instruments	48 hours of written request	<input type="checkbox"/>

D.1.2 Contractor's Representatives

The bidder is to complete table below and submit with their bid.

Contact for:	Name	Telephone	Email
Contracting issues			

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Technical issues			
Invoicing issues			

ANNEX E – TECHNICAL EVALUATION

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' proposals must clearly demonstrate they meet all Mandatory Requirements for the proposal to be considered for this work.

The bidder must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and provide the proposal page number or section that contains information to verify that the criteria has been met.

Table E.1

Mandatory Criteria

Mandatory Criteria				
M#	Criteria	Met	Not Met	Cross-reference to Proposal
M1	Tile dimensions are either 300mm x 600mm or 600mm x 600mm to fit in the space correctly			
M2	Tiles must be less than or equal to 9kg/m ² in weight.			
M3	Tiles must be less than or equal to 70mm in thickness.			
M4	Tiles must be rated IMO FTP 2010 Code Class C			
M5	Tiles must be of a sharp edge or seamless design			

Table E.2:

Point rated Criteria

Bidder proposed date for delivery to destination: _____

Point-Rated Evaluation Criteria					
R#	Criteria	Max Points	Score	Weightings	Cross-reference to Proposal
R1	The bidder must provide goods by 1 February 2021.	20 pts		Delivery on or before November 1 2020 = 20pts Delivery date on or before December 1 2020 = 15pts Delivery date on or before January 1 2021 = 8pts Delivery date on or before February 1 2021 =	

				2pts	
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Table E.3

Technical Evaluation:

Maximum Points Possible	Mandatory Minimum Points	Mandatory Minimum Points Met/Not met?	Bidder #1 Total Points Actually Scored
20	2		
		Mandatory Minimum Points Met/Not met?	Bidder #2 Total Points Actually Scored
		Mandatory Minimum Points Met/Not met?	Bidder #3 Total Points Actually Scored

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ANNEX F - TO PART 3 OF THE SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);

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ANNEX G - INFORMATION REQUIRED FOR THE VERIFICATION OF INTEGRITY PROVISIONS

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

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

2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

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

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

5. For an individual - the full name of the person
