



**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, NL

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**

<b>Title - Sujet</b> Radar Platform Fabrication Radar Platform Fabrication and installation	
<b>Solicitation No. - N° de l'invitation</b> F6839-205535/A	<b>Date</b> 2021-03-23
<b>Client Reference No. - N° de référence du client</b> F6839-205535	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XQAQ-026-7590	
<b>File No. - N° de dossier</b> XQAQ-0-43163 (026)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Newfoundland Daylight Saving Time NDT <b>on - le 2021-04-13</b> Heure Avancée de Terre-Neuve HAT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Beaumaster, Adam	<b>Buyer Id - Id de l'acheteur</b> xaq026
<b>Telephone No. - N° de téléphone</b> (709) 330-7142 ( )	<b>FAX No. - N° de FAX</b> (709) 772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS CCG Marine & Civil Infrastructure 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 / TPGSC - Nfld. Region

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NL

A1C 5T2

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

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 STATEMENT OF WORK.....	3
1.2 DEBRIEFINGS .....	3
1.3 CANADIAN CONTENT .....	3
1.4 EPOST CONNECT SERVICE .....	3
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF BIDS.....	3
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - BID SOLICITATION.....	5
2.5 APPLICABLE LAWS.....	6
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>6</b>
3.1 BID PREPARATION INSTRUCTIONS .....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	9
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>10</b>
6.1 SECURITY REQUIREMENTS .....	10
6.2 STATEMENT OF WORK.....	10
6.3 STANDARD CLAUSES AND CONDITIONS.....	10
6.4 TERM OF CONTRACT .....	11
6.5 AUTHORITIES .....	11
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	12
6.7 PAYMENT .....	12
6.8 INVOICING INSTRUCTIONS (TO BE COMPLETED AT CONTRACT AWARD).....	13
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	13
6.10 APPLICABLE LAWS.....	13
6.11 PRIORITY OF DOCUMENTS .....	13
6.12 INSPECTION AND ACCEPTANCE.....	13
6.13 DISPUTE RESOLUTION.....	14
6.14 WORKERS COMPENSATION.....	14
6.15 INSURANCE – COMMERCIAL GENERAL LIABILITY INSURANCE.....	14
<b>ANNEX A - STATEMENT OF WORK .....</b>	<b>15</b>
<b>ANNEX B - PRICING .....</b>	<b>16</b>
<b>ANNEX C – INSURANCE REQUIREMENTS .....</b>	<b>17</b>
<b>ANNEX D TO PART 3 OF THE BID SOLICITATION .....</b>	<b>19</b>

Solicitation No. - N° de l'invitation  
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File No. - N° du dossier  
XAQ-0-43163

CCC No./N° CCC - FMS No./N° VME

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ELECTRONIC PAYMENT INSTRUMENTS .....	19
<b>ANNEX E – INTEGRITY PROVISIONS – LIST OF NAMES .....</b>	<b>20</b>

## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Work**

The work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **1.2 Debriefings**

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

### **1.3 Canadian Content**

The requirement is subject to a preference for Canadian goods and services.

### **1.4 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 - 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 in the bid solicitation.

Or

Epost address:

Solicitation No. - N° de l'invitation  
F6839-205535/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
xaq026

Client Ref. No. - N° de réf. du client  
F6839-205535

File No. - N° du dossier  
XAQ-0-43163

CCC No./N° CCC - FMS No./N° VME

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[TSPGC.RARceptionSoumissionsTNL-ARBidReceivingNL.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TSPGC.RARceptionSoumissionsTNL-ARBidReceivingNL.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, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Or

Facsimile number: 709-772-4603

### 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

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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: 2019-01](#) 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.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

## 2.6 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

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. 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

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

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### Section III: Certifications (1 hard copy)

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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: Technical Bid

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

### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

#### 3.1.1 Electronic Payment of Invoices – Bid

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

If Annex D 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

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### 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 if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

To be deemed responsive, bidders **must** meet **all** requirements as stated in Annex 'A'

Please check (√) accordingly:

Item:	Met (√)	Not Met (√)	Indicate where in bid submission
Minimum 5 years of relevant experience.			

#### 4.1.2 Financial Evaluation

SACC Manual Clause [A0222T \(2014-06-26\)](#), Evaluation of Price-Canadian/Foreign Bidders

### 4.2 Basis of Selection

SACC Manual Clause [A0031T \(2010-08-16\)](#), Basis of Selection – Mandatory Technical Criteria

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## 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

##### 5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.

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

Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

##### The Bidder certifies that:

- ( ) a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.

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-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.

### **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/canada/esdc-labour) 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.

### **5.2.3 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 10 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**

There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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CCC No./N° CCC - FMS No./N° VME

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### 6.3.1 General Conditions

**2010A (2020-05-28)**, General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

**2010C (2020-05-28)**, General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Delivery Date

All the deliverables are requested on or before June 30<sup>th</sup>, 2021.

The best delivery date that can be offered is \_\_\_\_\_ **(to be completed by the bidder)**

#### 6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex B of the Contract.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Adam Beaumaster  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Atlantic Region  
John Cabot Building  
10 Barbers Hill, St. Johns, Newfoundland  
A1C 5T2

Telephone: 709-330-7142

Facsimile: 709-772-4603

E-mail address: [adam.beaumaster@pwgsc-tpsgc.gc.ca](mailto:adam.beaumaster@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 at contract award)

The Project Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
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F6839-205535

File No. - N° du dossier  
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CCC No./N° CCC - FMS No./N° VME

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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 at contract award)

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: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm united price as specified in Annex B 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.

### 6.7.2 Method of Payment

SACC Manual clause [H1000C \(2008-05-12\)](#) Single Payment

### 6.7.3 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)

## 6.8 Invoicing Instructions (to be completed at contract award)

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.

## 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.

## 6.10 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 general conditions **2010A (2020-05-28)**, General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.
- (c) **2010C (2020-05-28)**, General Conditions - Services (Medium Complexity) apply to and form part of the Contract.
- (d) Annex A, Statement of Work
- (e) Annex B, Pricing
- (f) Annex E, Insurance
- (g) the Contractor's bid dated \_\_\_\_\_ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: " , as clarified on \_\_\_\_\_ " **or** " , as amended on \_\_\_\_\_ " and insert date(s) of clarification(s) or amendment(s))

## 6.12 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection

Solicitation No. - N° de l'invitation  
F6839-205535/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
xaq026

Client Ref. No. - N° de réf. du client  
F6839-205535

File No. - N° du dossier  
XAQ-0-43163

CCC No./N° CCC - FMS No./N° VME

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Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### **6.13 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](#)".

### **6.14 Workers Compensation**

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

### **6.15 Insurance – Commercial General Liability Insurance**

SACC Manual Clause [G2001C](#) (2018-06-21) Commercial General Liability Insurance

Solicitation No. - N° de l'invitation  
F6839-205535/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
xaq026

Client Ref. No. - N° de réf. du client  
F6839-205535

File No. - N° du dossier  
XAQ-0-43163

CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX A - STATEMENT OF WORK**

**Next 9 Pages**

## **Fabrication, and installation of one Radar Platform at Sir Humphrey Gilbert Building, St. John's, NL**

Radar Site: Sir Humphrey Gilbert Building, St. John's, NL

### **Summary of Work:**

The work covered under this project consists of all labour materials and equipment to facilitate the fabrication and installation of one radar platform. The work also covers the installation of one platform at a proposed location on the roof of the Sir Humphrey Gilbert Building to the full extent of statement of work and drawings for the Canadian Coast Guard.

- .1 The fabrication and installation of one radar Platform at the Sir Humphrey Gilbert Building as indicated in the drawings and more particularly, specified herein.
- .2 The Contractor is responsible for the transportation of the platform and all materials and equipment to the Sir Humphrey Gilbert building (loading and unloading).
- .3 Fabrication and installation of a radar platform structure for Sir Humphrey Gilbert Building, St. John's, NL as per drawings and all other materials required to meet the terms of this contract.
- .4 The columns of the platform as indicated in the drawings/Statement of work have been installed on the roof of the Sir Humphrey Gilbert building and installation under this contract requires securing the fabricated platform to those columns.
- .5 The contractor is responsible for the testing of all systems in presence of Coast Guard personnel and a report of the testing results to be delivered to owner no later than ten (10) working days after completion of all the testing. Testing shall include but not be limited to:
  - Bolt tightening
- .6 Documentation on the system and subsystem is to be provided by the contractor. This shall include but not limited to:
  - Complete set of as-built drawings.
  - A complete maintenance manual indicating required maintenance for all installed components, schedule and parts list.
  - A complete report on all system testing.
- .7 The work included in this contract is specified in the format of statement of work document. The contractor remains responsible for the appropriation of the work between the trade, contractors, his own forces and suppliers. The Engineer will not be responsible for determination of or for providing opinion on the scope of work split between sub-contractors and trade jurisdictions.

Location of Work:

Sir Humphrey Gilbert Building, St. John's, Newfoundland  
165 Duckworth St, St. John's, NL A1C 1G3  
Latitude: 47° 34' 6.0"North  
Longitude: -52° 42' 13.5"West

Start Date:

Upon Contract Award

Completion Date:

On-site work requestes to be completed by June 30, 2021.

**Project No.:** F6839-205535

**Title:** Radar Platform Fabrication and Installation

**Background Information:** New Sir Humphrey Gilbert Building Radar Platform

**Description of Work:**

Work for this contract requires fabrication of radar platform and installation on Sir Humphrey Gilbert Building roof to existing platform legs. Building located at 165 Duckworth St, St. John's, NL.

**1.0 General**

- 1.1 Prior to contract award, contractor is to submit project/site specific Health and Safety Plan for undertaking the required work. All work to be undertaken in accordance with applicable federal, provincial and municipal legislation and standards. In the event of conflict between any provisions of above authorities, the most stringent provision governs.
- 1.2 Contractor is to provide lump sum quote for provision of the identified services before the time period identified.
- 1.3 Prior to contract award, contractor to provide detailed work plan indicating work methods/procedures to be implemented and products to be utilized. Also, work plan to include anticipated schedule for the undertaking of all work and include list of project staff.
- 1.4 This work shall not include fabrication of noted HSS columns. The HSS columns are currently installed on the roof of the Sir Humphrey Gilbert building see Appendix B photos.
- 1.5 Prior to contract award, contractor to submit letter of Good Standing from NL WHSCC.
- 1.6 Prior to contract award, All welding and shop practices during fabrication to be in accordance with CSA W59.2-M1991 (latest edition). Welding and shop to be certified. Proof (copy) of certification MUST be submitted.

- 1.7 Prior to contract award, contractor to provide proof of Workers Compensation board coverage.
- 1.8 Perform all work in accordance with the Canadian Labour Code, the Canadian Welding Bureau and to all other applicable/relevant standards and/or legislation.
- 1.9 Upon completion of work Contractor to provide written notification indicating that all work had been completed and is ready for inspection.
- 1.10 During fabrication and upon completion, an inspection of all work on site will be made by the Canadian Coast Guard, or duly appointed representative. Correct any and all discrepancies before shipment of platform to the Sir Humphrey Gilbert building for installation.

## **2.0 Scope of Work**

- 2.1 The work to be done under this Scope of Work shall include all labour, equipment and materials necessary to properly complete the following:

- 2.1.1 Fabrication of Radar platform as per drawings, see Appendix A.

- 2.1.2 Installation of Radar platform on site at the Sir Humphrey Gilbert Building. Secure platform to existing platform legs on building roof. See Appendix B

### **2.2 Restrictions**

- 2.2.1 Contractor is to identify all on site hazards prior to commencement of installation work.

- 2.2.2 All damage arising from the Contractor's work shall be repaired to the satisfaction of the Engineer within 5 working days at the expense of the Contractor. In the event of significant damages, time to repair will be evaluated by Project Engineer.

## **3.0 Schedule**

- 3.1 Coordinate all work with the Project Engineer.

3.2 All work shall be completed within timeframe indicated.

3.2.1 Fabrication Shop work to be completed within 6 weeks of contract award.

3.2.2 Installation of Radar platform to be completed within 2 weeks of Fabrication completion. Three days' notice prior to installation required to obtain work permit from Sir Humphrey Gilbert Building management.

#### **4.0 Acceptance Inspection**

4.1 An acceptance inspection by the Project Engineer will be carried out after the completion of the work by the Contractor.

The Contractor must ensure that his quality control person performs a complete inspection of the works prior to the crew leaving the site and prior to informing the Project Engineer that the completed work is ready for inspection. The Contractor shall correct deficiencies noted by the Project Engineer.

#### **5.0 Safety Requirements**

5.1 This Section describes specific safety requirements to be observed and enforced during the progress of the Work.

5.2 Inclusion of these specific safety requirements shall not constitute a relief of the Contractor's responsibility but is a precaution against oversight or errors.

5.3 The Contractor is solely responsible for safety procedures deemed necessary by the Contractor to meet the requirements of this contract.

5.4 Provide all workers, including sub-trades, with adequate and appropriate safety procedures prior to commencement of their duties. Ensure all workers comply with all safety regulations, Workmen's Compensation Board, Canada Labour Code Part II and any applicable Provincial acts and municipal statutes and bylaws.

5.5 Take all precautions and provide all required protection to ensure the safety of the general public and workmen in accordance with the current edition of the Occupational Health and Safety Act and Regulations for Construction Projects.

5.6 In the event of conflict between any provisions of above authorities the most stringent provision governs.

- 5.7 Comply with all Departmental Representative health and safety rules, procedures and codes that may be specified by the Departmental Representative and/or contained in the Contract.
- 5.8 Provide all necessary safety equipment, including personal protective equipment (PPE), as required for safe execution of the Work. All safety equipment should conform to the requirements of the appropriate authority. (i.e. CSA)
- 5.9 Immediately report to the Departmental Representative all incidents and accidents that occur on the Work Site.
- 5.10 Stop the Work if conditions are such that the Work cannot be performed safely.

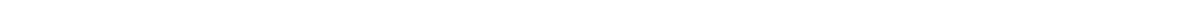
## **6.0 Environmental Requirements**

- 6.1 Contractor is solely responsible for all environmental protection procedures deemed necessary to comply with all applicable Federal, Provincial and Municipal regulatory requirements.
- 6.2 Contractor is fully responsible for all costs associated with required remediation occurring from Contractors work on site.
- 6.3 Contractor is to ensure that all equipment is in good repair and no fuels or fluids are leaking from it. Equipment in disrepair is not permitted on site and will be ordered removed. Basic petroleum spill equipment must be on site.
- 6.4 No maintenance beyond that of a required daily routine shall be performed on equipment while on site. No refueling to be completed within 30m of a water body.

**APPENDIX A**  
(See Drawings)



## **APPENDIX B**





Solicitation No. - N° de l'invitation  
F6839-205535/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
xaq026

Client Ref. No. - N° de réf. du client  
F6839-205535

File No. - N° du dossier  
XAQ-0-43163

CCC No./N° CCC - FMS No./N° VME

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## ANNEX B - PRICING

### DELIVERY

Items to be delivered FOB Destination to:

Sir Humphrey Gilbert Building  
St. John's, Newfoundland  
165 Duckworth St. A1C 1G3

Delivery date:

All deliverables are requested to be completed by June 30<sup>th</sup>, 2021.

### PRICING

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of

\$ \_\_\_\_\_ excluding Applicable Taxe(s).  
(amount in numbers)

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## ANNEX C – INSURANCE REQUIREMENTS

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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - 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*

Solicitation No. - N° de l'invitation  
F6839-205535/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
xaq026

Client Ref. No. - N° de réf. du client  
F6839-205535

File No. - N° du dossier  
XAQ-0-43163

CCC No./N° CCC - FMS No./N° VME

---

**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

Solicitation No. - N° de l'invitation  
F6839-205535/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
xaq026

Client Ref. No. - N° de réf. du client  
F6839-205535

File No. - N° du dossier  
XAQ-0-43163

CCC No./N° CCC - FMS No./N° VME

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## **ANNEX D 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)

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**ANNEX E – INTEGRITY PROVISIONS – LIST OF NAMES**

The Integrity Provision of General Conditions 2010 requires 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:**

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