



## 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

Québec

K1A 0S5

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 Machinery and Services / Machineries et services  
maritimes

11 Laurier St. / 11, rue Laurier

Place du Portage III, 8B3

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> CCG Spare Parts	
<b>Solicitation No. - N° de l'invitation</b> F7013-200013/E	<b>Date</b> 2021-04-15
<b>Client Reference No. - N° de référence du client</b> F7013-200013	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ML-060-28194	
<b>File No. - N° de dossier</b> 060ml.F7013-200013	<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> Eastern Daylight Saving Time EDT <b>on - le 2021-05-18</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Therrien, Jeremy	<b>Buyer Id - Id de l'acheteur</b> 060ml
<b>Telephone No. - N° de téléphone</b> (819) 271-7187 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> (F1782) 9860 West Saanich Road, Sidney, British Columbia V8L 4B2 (F5598) 13 Ackerley Boulevard, Dartmouth, Nova Scotia B3B 1J6	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**VACON CANADA INC.  
REQUEST FOR PROPOSAL (RFP)**

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**VACON CANADA INC.  
REQUEST FOR PROPOSAL (RFP)**

**PART 1 - GENERAL INFORMATION**

**1.1 Introduction**

The bid solicitation is divided into seven parts plus annexes, as follows:

**Part 1 - General Information:** provides a general description of the requirement;

**Part 2 - Bidder Instructions:** provides the instructions, clauses and conditions applicable to the bid solicitation;

**Part 3 - Bid Preparation Instructions:** provides Bidders with instructions on how to prepare their bid;

**Part 4 - Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, as well as presents the evaluation criteria that must be addressed in the bid, and the basis of selection;

**Part 5 - Certifications and Additional Information:** includes the certifications and additional information to be provided;

**Part 6 - Security, Financial and Other Requirements:** includes specific requirements that must be addressed by Bidders;

**Part 7 - Resulting Contract Clauses:** includes the clauses and conditions which will apply to the resulting Contract;

**Annex A - Basis of Payment;**

**Annex B - Electronic Payment of Invoices; and**

**Annex C - List of Names.**

**1.2 Security Requirements**

No Security Requirement is associated with this bid solicitation.

**1.3 Statement of Requirement**

The requirement is detailed under the article entitled "Statement of Requirement", of Part 6 - Resulting Contract Clauses.

**1.4 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders must make the request to the Contracting Authority within 15 business days from receipt of the results of the bid solicitation process.

**1.5 Trade Agreements**

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

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## **1.6 Transmission by the 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 - Bidder Instructions, and Part 3 - 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 (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).

Bidders 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, apply to and form part of the bid solicitation.

Subsection 5.4 - Submission of Bids, of Standard Instructions 2003 (2020-05-28), Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: 90 consecutive days

All other provisions remain in effect.

### 2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation document.

### 2.3 Transmission by the epost Connect Service

Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)) provided by Canada Post Corporation.

The only acceptable email address to use with epost Connect for responses to bid solicitations issued by Public Works and Government Services Canada (PWGSC) Headquarters is: [tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca), or, if applicable, the email address identified in the bid solicitation.

To transmit a bid using epost Connect service, the Bidder must either:

- a. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
- b. send as early as possible, and in any case, at least six business days prior to the bid solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation Number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the bid solicitation closing date and time.

If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the bid solicitation closing date and time.

The bid solicitation Number should be identified in the epost Connect message field of all electronic transfers.

It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a Bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the bid solicitation in order to register for the epost Connect service.

For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- a. receipt of a garbled, corrupted or incomplete bid;
- b. availability or condition of the epost Connect service;
- c. incompatibility between the sending and receiving equipment;
- d. delay in transmission or receipt of the bid;
- e. failure of the Bidder to properly identify the bid;
- f. illegibility of the bid;
- g. security of bid data; or
- h. inability to create an electronic conversation through the epost Connect service.

The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.

Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.

A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with [Section 5](#) - Submission of Bids, of Standard Instructions [2003](#) (2020-05-28), Goods or Services - Competitive Requirements.

## 2.4 Improvement of Requirement during the Bid Solicitation

Should Bidders consider that the specifications or Annex A - Basis of Payment, contained in the bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions in writing to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are submitted to the Contracting Authority at least 5 consecutive days before the bid solicitation closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.5 Enquiries

All enquiries must be submitted in writing to the Contracting Authority no later than 5 consecutive days before the bid solicitation 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 marked "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.

## 2.6 Applicable Laws

The 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.

## 2.7 Bid Challenge and Recourse Mechanisms

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority.

Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including Contract Award. Information on potential complaint bodies are set out on the [Bid Challenge and Recourse Mechanisms \(https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms\)](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms) webpage, such as:

- a. Office of the Procurement Ombudsman (OPO); and
- b. Canadian International Trade Tribunal (CITT).

There are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question.

## 2.8 Green Strategy

As specified in the [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), and the [Greening Government Strategy \(https://www.canada.ca/en/treasury-board-secretariat/services/innovation/greening-government/strategy.html\)](https://www.canada.ca/en/treasury-board-secretariat/services/innovation/greening-government/strategy.html), the Government of Canada is committed to net-zero carbon and climate-resilient operations, while also reducing environmental impacts beyond carbon, including on waste, water and biodiversity. Led by the Centre for Greening Government of the Treasury Board of Canada Secretariat, the Government of Canada will ensure that Canada is a global leader in government operations that are net-zero, resilient and green.

Bidders are encourage to contribute to environmental objectives, such as:

- a. reducing greenhouse gas emissions and air contaminants;
- b. improving energy and water efficiency;
- c. reducing ozone depleting substances;
- d. reducing waste and supporting reuse and recycling;
- e. reducing hazardous waste;
- f. reducing toxic and hazardous chemicals and substances; and
- g. supporting biodiversity.

## 2.9 Best Delivery Date

The best delivery that could be offered is \_\_\_\_\_ ("consecutive days" or "week(s)" or "month(s)") from the effective date of the Contract.



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## **2.10 Condition of Material**

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or Part Number that is in effect on the bid solicitation closing date.

## **2.11 No Substitute Products**

Bidders must provide products that are of the same description, brand name, model and/or Part Number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Bids should be in separately bound sections as follows:

- Section I: Technical Bid in one hard copy, or a soft copy in a PDF format;
- Section II: Financial Bid in one hard copy, or a soft copy in a PDF format; and
- Section III: Certifications and Additional Information in one hard copy, or a soft copy in a PDF format.

If the Bidder chooses to submit its bid electronically, the Bidder must follow [Section 8](#) - Transmission by facsimile or by epost Connect, of Standard Instructions [2003](#) (2020-05-28), Goods or Services - Competitive Requirements. Bidders must provide their bid in a single transmission. The [epost Connect service](#) has a limit of 1 GB per single message posted and a limit of 20 GB per conversation.

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 on electronic media.

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 soft copy provided through epost Connect service, the wording of the soft copy provided through epost Connect service will have priority over the wording of the other copies.

Bids should be in the following format:

- a. use 8.5 inches X 11 inches (216 mm X 279 mm) paper; and
- b. use a numbering system corresponding to that of the bid solicitation.

Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their Technical Bid, a document indicating clearly where the substantial information for each of the sections identified below can be found:

#### Section I: Technical Bid

Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### Section II: Financial Bid

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

Bidders must submit their Financial Bid in accordance with:

- a. the article entitled "Basis of Payment", of Part 6 - Resulting Contract Clauses; and
- b. Annex A - Basis of Payment.

Bidders must submit firm prices for all items listed in Annex A - Basis of Payment.

#### Section III: Certifications and Additional Information

Bidders must submit the Certifications and Additional Information required under Part 5 - Certifications and Additional Information.

### 3.2 Electronic Payment of Invoices

If you are willing to accept payment of invoices by Electronic Payment Instruments, the Bidder must complete Annex B - Electronic Payment Instruments, to identify which ones are accepted. If the Annex 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.

### 3.3 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.

### 3.4 Accessible Procurement

In accordance with the [Treasury Board Contracting Policy \(https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494\)](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494) and the [Accessible Canada Act \(https://laws.justice.gc.ca/eng/acts/A-0.6/index.html\)](https://laws.justice.gc.ca/eng/acts/A-0.6/index.html), departments or agencies must consider accessibility criteria and features when procuring goods or services. Therefore, Bidders are encouraged to highlight all the accessibility features and components of their bid for this bid solicitation and must:

- a. demonstrate how the Bidder's proposed goods and/or services meet the accessibility requirement at delivery; or
- b. describe how the Bidder would deliver its goods and/or services under any resulting Contract in a way that satisfies the mandatory requirement.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the Technical and Financial Evaluation Criteria.

#### **4.1.1 Evaluation Team**

An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.2 Financial Evaluation**

Bids must be submitted in Canadian dollars (CAD), Applicable Taxes excluded, DDP Place of Destination (Delivered Duty Paid) Incoterms, Canadian customs duties and excise taxes included.

#### **4.1.3 Firm Prices**

The Bidder is required to submit firm prices that will apply during the resulting Contract period.

The Bidder must complete Annex A - Basis of Payment. If the Annex is not completed, the bid will be financially non-compliant.

### **4.2 Basis of Selection - Lowest Evaluated Price**

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.

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## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

Compliance with the certifications Bidders provide to Canada is subject to verification by Canada during the evaluation of bids and after Contract Award. The Contracting Authority will have the right to ask for additional information to verify Bidders' compliance with the certifications before award of a Contract. The bid will be declared non-responsive during the evaluation of bids or the Contractor in default during the resulting Contract period if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request for information of the Contracting Authority will also render the bid non-responsive or constitute a default under the resulting 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 [Integrity Declaration Form \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

### 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 period within which to provide the information. Failure to provide the certifications or the additional information listed below within the period provided will render the bid non-responsive.

#### 5.2.1 Integrity Provisions - Required Documentation

In accordance with the section entitled "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. The Bidder should complete Annex C - List of Names.

#### 5.2.2 Federal Contractors Program for Employment Equity - Certification

By bidding, 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) available at the bottom of the [Employment and Social Development Canada \(ESDC\) - Labour \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) webpage.

Canada will have the right to declare a bid non-responsive during the evaluation of bids or the Contractor in default during the resulting Contract period, 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

### 5.3 List of Proposed Subcontractors

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If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the Work to be performed and the location of the performance of that Work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

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## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of the Contract resulting from the bid solicitation.

### 6.1 Security Requirements

No Security Requirement is applicable to the Contract.

### 6.2 Statement of Requirement

The Contractor must provide the items in accordance with Annex A - Basis of Payment.

### 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 (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).

#### 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 Contract Period

The Contract period is from \_\_\_\_\_ to \_\_\_\_\_ inclusive.

#### 6.4.2 Delivery

##### 6.4.2.1 Delivery Date

All the deliverables must be completed and received \_\_\_\_\_ ("consecutive days" or "week(s)" or "month(s)") from the effective date of the Contract.

##### 6.4.2.2 Delivery Points

Delivery of the requirement will be made to delivery points specified in the article entitled "Delivery Points", of Annex A - Basis of Payment, of the Contract.

##### 6.4.2.3 Delivery and Unloading

Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.

When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.

At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

### 6.4.3 Shipping Instructions - DDP Place of Destination (Delivered Duty Paid) Incoterms

Goods must be consigned to the destination specified in the Contract and delivered DDP Place of Destination (Delivered Duty Paid) Incoterms.

### 6.4.4 Prepaid Transportation Costs

The Contractor must prepay transportation costs. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jeremy Therrien  
 Title: Senior Procurement Officer  
 Directorate: Public Services and Procurement Canada  
 Marine Services and Small Vessels Sector  
 Refit, Logistics and Small Vessel Construction Directorate  
 Machinery and Logistics Support Division - ML  
 Address: 11 Laurier Street, Place du Portage III, 6A2-22  
 Gatineau, Quebec K1A 0S5  
 Cellphone: (819) 271-7187  
 Email address: [Jeremy.Therrien@tpsgc-pwgsc.gc.ca](mailto:Jeremy.Therrien@tpsgc-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 Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Directorate: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Cellphone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Email address: \_\_\_\_\_

(The Contracting Authority will insert the information at Contract Award)

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 Inspection Authority

The Technical 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 scope of the Work, and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### 6.5.4 Contractor's Representatives

The Contractor's Representatives for the Contract are:

#### General enquiries

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
BN: \_\_\_\_\_ (Business Number)  
PBN: \_\_\_\_\_ (Procurement Business Number)  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cellphone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email address: \_\_\_\_\_

#### Delivery follow-up

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
BN: \_\_\_\_\_ (Business Number)  
PBN: \_\_\_\_\_ (Procurement Business Number)  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cellphone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email address: \_\_\_\_\_

(If there's more than one representative, the Bidder must add the other representatives' credentials)

Suppliers interested in doing business with the federal government are encouraged to [Register as a Supplier](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier) (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>) on the [Supplier Registration Information \(SRI\)](https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWVjdGlvdj1yZWdpc3Rlci5pbmRybyZpZD03) system (<https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWVjdGlvdj1yZWdpc3Rlci5pbmRybyZpZD03>) to be assigned a Procurement Business Number (PBN).

## **6.6 Payment**

### **6.6.1 Basis of Payment - Firm Prices**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm prices, as specified in Annex A - Basis of Payment, for an amount of CAD\_\_\_\_\_. Customs duties are included and Applicable Taxes are excluded.

(The Contracting Authority will insert the information at Contract Award)

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 Method of Payment - 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; and
- c. the Work delivered has been accepted by Canada.

### **6.6.4 Electronic Payment of Invoices**

The Contractor accepts to be paid with the following Electronic Payment Instruments:

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card; or
- c. Direct Deposit (Domestic and International).

## **6.7 Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission", of the General Conditions. Invoices cannot be submitted until all Work identified in the invoice is completed.

Invoices must be distributed as follows:

- a. the original and one copy must be forwarded to the address shown on page 1 of the Contract for certification and payment;
- b. one copy must be forwarded to the Technical Authority; and
- c. one copy must be forwarded to the Contracting Authority.

## **6.8 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (Province or territory).

(The Contracting Authority will insert the information at Contract Award)

## 6.9 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), Goods - Medium Complexity;
- c. Annex A - Basis of Payment; and
- d. the Contractor's bid dated \_\_\_\_\_, as amended on \_\_\_\_\_.

(The Contracting Authority will insert the information at Contract Award)

## 6.10 Insurance - No Specific Requirement

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.

## 6.11 Dispute Resolution

The parties agree to maintain open and honest communication about the Contract during and after the performance of the Work.

The parties agree to consult and co-operate in the furtherance of the Contract and promptly notify the other parties and attempt to resolve problems or differences that may arise.

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.

Options of alternative dispute resolution services are set out on the [Dispute Resolution \(https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution\)](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution) webpage, such as:

- a. Alternative dispute resolution (ADR);
- b. Office of the Procurement Ombudsman (OPO); and
- c. Business Dispute Management Program (BDM).

## 6.12 Certifications and Additional Information

### 6.12.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the Contract period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada may terminate the Contract for default.

## 6.13 Condition of Material

The Contractor must provide Original Equipment Manufacturer (OEM) material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must

conform to the latest issue of the applicable drawing, specification and Part Number, as applicable, that was in effect on the bid solicitation closing date.

#### **6.14 Age Control of Elastomeric Materials**

The Contractor must apply age control for age sensitive elastomeric materials components, accessories and to elastomeric items when the elastomeric items are used in contact with fuel, hydraulic fluid, oil, alcohol, or oxygen, or when the elastomeric items form part of a pneumatic, coolant or any other fluid or gaseous systems.

Canada will not accept products that do not comply with the above specification.

#### **6.15 Electrical Equipment**

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

#### **6.16 Excess Goods**

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

#### **6.17 Wood Packaging Materials**

All wood packaging materials used in shipping must conform to the [International Standards for Phytosanitary Measures, ISPM 15](#) - Regulation of Wood Packaging Material in International Trade.

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

- a. [D-98-08](#) - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States; and
- b. [D-13-01](#) - Canadian Heat Treated Wood Products Certification Program (HT Program).

#### **6.18 Incomplete Assemblies**

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority.

## **ANNEX A BASIS OF PAYMENT**

### **A.1 Delivery Points**

#### **A.1.1 Institute of Ocean Science - CCGS Sir John Franklin**

Name: David Jack  
Title: Vessel Maintenance Manager  
Directorate: Canadian Coast Guard  
CCGS Sir John Franklin  
Address: 9860 West Saanich Road  
Sidney, British Columbia V8L 4B2  
Telephone: (250) 363-6602  
Cellphone: (250) 217-4309  
Email address: [David.Jack@dfo-mpo.gc.ca](mailto:David.Jack@dfo-mpo.gc.ca)  
Vessel Email address: [FranklinCE@ccgs-ngcc.gc.ca](mailto:FranklinCE@ccgs-ngcc.gc.ca)

#### **A.1.2 DFO-CCG Dartmouth - CCGS Captain Jacques Cartier**

Name: Todd Smith  
Title: Vessel Maintenance Manager  
Directorate: Canadian Coast Guard  
CCGS Captain Jacques Cartier  
Address: Depot O5C  
13 Ackerley Boulevard  
Dartmouth, Nova Scotia B3B 1J6  
Telephone: (902) 497-8732  
Email address: [Todd.Smith@dfo-mpo.gc.ca](mailto:Todd.Smith@dfo-mpo.gc.ca)  
Vessel Email address: [JacquesCartierCE@ccgs-ngcc.gc.ca](mailto:JacquesCartierCE@ccgs-ngcc.gc.ca)

#### **A.1.3 DFO-CCG Dartmouth - CCGS John Cabot**

Name: Jeremy Boland  
Title: Senior Vessel Maintenance Manager  
Directorate: Canadian Coast Guard  
CCGS John Cabot  
Address: Depot O5C  
13 Ackerley Boulevard  
Dartmouth, Nova Scotia B3B 1J6  
Telephone: (709) 552-6347  
Cellphone: (709) 693-9903  
Email address: [Jeremy.Boland@dfo-mpo.gc.ca](mailto:Jeremy.Boland@dfo-mpo.gc.ca)  
Vessel Email address: [JohnCabotCE@ccgs-ngcc.gc.ca](mailto:JohnCabotCE@ccgs-ngcc.gc.ca)

**A.2 Basis of Payment****A.2.1 Institute of Ocean Science - CCGS Sir John Franklin**

Institute of Ocean Science - CCGS Sir John Franklin					
Item	Description	Quantity	Unit of Issue	Unit Price (CAD)	Sub-total (CAD) (C x E = F)
A	B	C	D	E	F
1	VACON Canada Inc Part Number: 60PP01063 Name: Fan Assembly 150mm FR7	1	Each		
2	VACON Canada Inc Part Number: 60PP01098 Name: Fan Assembly 120mm FR6	3	Each		
3	Packing & Handling and Shipping to the Institute of Ocean Science (A.1.1) - CCGS Sir John Franklin	1	Each		
Total (CAD)					

**A.2.2 DFO-CCG Dartmouth - CCGS Captain Jacques Cartier**

DFO-CCG Dartmouth - CCGS Captain Jacques Cartier					
Item	Description	Quantity	Unit of Issue	Unit Price (CAD)	Sub-total (CAD) (C x E = F)
A	B	C	D	E	F
1	VACON Canada Inc Part Number: 60PP01063 Name: Fan Assembly 150mm FR7	1	Each		
2	VACON Canada Inc Part Number: 60PP01098 Name: Fan Assembly 120mm FR6	3	Each		
3	Packing & Handling and Shipping to the DFO-CCG Dartmouth (A.1.2) - CCGS Captain Jacques Cartier	1	Each		
Total (CAD)					

Solicitation No. - N° de l'invitation

F7013-200013/E

Client Reference No. - N° de référence du client

F7013-200013

Amendment No. - N° de la modification

File No. - N° de dossier

060ml.F7013-200013

Buyer's ID - ID de l'acheteur

060ml

CCC No./FMS No. - N° CCC/N° VME

**A.2.3 DFO-CCG Dartmouth - CCGS John Cabot**

DFO-CCG Dartmouth - CCGS John Cabot					
Item	Description	Quantity	Unit of Issue	Unit Price (CAD)	Sub-total (CAD) (C x E = F)
A	B	C	D	E	F
1	VACON Canada Inc Part Number: 60PP01063 Name: Fan Assembly 150mm FR7	1	Each		
2	VACON Canada Inc Part Number: 60PP01098 Name: Fan Assembly 120mm FR6	3	Each		
3	Packing & Handling and Shipping to the DFO-CCG Dartmouth (A.1.3) - CCGS John Cabot	1	Each		
Total (CAD)					

## ANNEX B ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid with the following Electronic Payment Instruments:

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card; or
- ☐ Direct Deposit (Domestic and International).

## ANNEX C LIST OF NAMES

All suppliers, regardless of their status under the policy, must submit the following information when participating in a procurement process or real property transaction:

- a. suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- b. suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- c. suppliers that are a partnership do not need to provide a list of names.

During the evaluation of bids, a supplier must, within 10 business days, inform the Contracting Authority in writing of any changes affecting the list of names submitted.

During performance of a Contract or real property agreement, a supplier has a continuing obligation to inform the Registrar of Ineligibility and Suspension in writing, within 10 business days, of:

- a. any charge, conviction or other circumstance relevant to the policy with respect to itself, its affiliates and its first-tier subcontractors; and
- b. any change affecting the list of names submitted.

Canada may verify information provided by a supplier at any time during the period of a Contract or real property agreement or the period during which any other instrument (e.g. Standing Offer, Supply Arrangement) is valid. Canada may request additional information, including validations from a third party, consent forms and other evidentiary elements, proving such matters as identity and eligibility to Contract or enter into a real property agreement with Canada. The supplier must provide the requested information within the time specified. Failure to do so may render the supplier ineligible to Contract or enter into a real property agreement with Canada.

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

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

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

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

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

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

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

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

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

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