



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Réception des soumissions - TPSGC / Bid Receiving
- PWGSC

Voir dans le document/

See herein

NA

Quebec

NA

**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

TPSGC/PWGSC

1550 Avenue d'Estimauville

Québec

Québec

G1J 0C7

Title - Sujet Hublots infrarouge/ IR Windows for the CCGS Martha L. Black	
Solicitation No. - N° de l'invitation F3065-203403/B	Date 2021-06-03
Client Reference No. - N° de référence du client F3065-203403	
GETS Reference No. - N° de référence de SEAG PW-\$QCV-024-18177	
File No. - N° de dossier QCV-0-43209 (024)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-07-15 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bernier, Odette	Buyer Id - Id de l'acheteur qcv024
Telephone No. - N° de téléphone (418) 580-9179 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Pêches et Océans Canada / Fisheries and Oceans Canada NGCC Martha L Black 101 boulevard Champlain Québec (Québec) G1K 7Y7	

Instructions: See Herein

Instructions: Voir aux présentes

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

REISSUE OF BID SOLICITATION:

This bid solicitation cancels and supersedes previous bid solicitation number F30605-203403/A dated March 23, 2021 with a closing of May 25, 2021 at 02:00PM. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

**TITLE: IR WINDOWS FOR THE THERMAL SCAN OF ELECTRICAL CIRCUITS
ON THE CCGS MARTHA L BLACK FOR CANADIAN COAST GUARD, QUEBEC**

TABLE OF CONTENTS (applicable only for the Document 2 of 2)

PART 1 - GENERAL INFORMATION.....	4
1.1 Statement of Work - Bid.....	4
1.2 Debriefings.....	4
1.3 Canadian Content.....	4
1.4 epost Connect service.....	4
PART 2 - BIDDER INSTRUCTIONS.....	5
2.1 Standard Instructions, Clauses and Conditions.....	5
2.2 Submission of Bids.....	5
2.3 Former Public Servant.....	6
2.4 Enquiries - Bid Solicitation.....	8
2.5 Applicable Laws.....	8
2.6 Optional Site Visit – Vessel.....	9
2.7 Bid Challenge and Recourse Mechanisms.....	9
PART 3 - BID PREPARATION INSTRUCTIONS.....	10
3.1 Submit the Bid.....	10
3.2 Format Instruction for the Preparation of the Bid.....	10
3.2.1 Section I: Technical Bid.....	10
3.2.2 Section II: Financial Bid.....	10
3.2.2.1 Electronic Payment of Invoices – Bid.....	11
3.2.3 Section III: Certifications.....	11
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	12

4.1	Evaluation Procedures	12
4.1.1	Technical Evaluation	12
4.1.1.1	Mandatory Technical Criteria	12
4.1.2	Financial Evaluation	12
4.1.2.1	Evaluation of Price – Bid	12
4.2	Basis of Selection - Mandatory Technical Criteria	12
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION		13
5.1	Certifications Required with the Bid	13
5.1.1	Integrity Provisions - Declaration of Convicted Offences	13
5.2	Certifications Precedent to Contract Award and Additional Information	13
5.2.1	Canadian Content Certification	13
5.2.1.1	Canadian Content Definition	14
5.2.2	Integrity Provisions - Required Documentation	14
5.2.3	Federal Contractors Program for Employment Equity - Bid Certification	14
5.2.4	Status and Availability of Resources	14
5.2.5	Education and Experience	15
PART 6 - RESULTING CONTRACT CLAUSES		16
6.1	Statement of Work – Contract	16
6.2	Standard Clauses and Conditions	16
6.2.1	General Conditions	16
6.3	Term of Contract	16
6.3.1	Period of the Contract	16
6.3.1.1	Period of Installation Work	16
6.4	Authorities	17
6.4.1	Contracting Authority - PSPC	17
6.4.2	Authorities - CCG	17
6.4.2.1	Administrative Authority – CCG	17
6.4.2.2	Technical Authority – CCG	17
6.4.3	Contractor's Representatives	18
6.5	Payment	19
6.5.1	Basis of payment: Cost reimbursable – Limitation of expenditure	19
6.5.1.1	Limitation of Expenditure	19

6.5.2	SACC Manual Clauses	20
6.6	Electronic Payment of Invoices – Contract	20
6.7	Invoicing Instructions	20
6.8	Certifications and Additional Information	21
6.8.1	Compliance	21
6.8.1.1	Canadian Content Certification	21
6.8.1.2	Replacement of Specific Individuals	21
6.9	Applicable Laws	21
6.10	Priority of Documents	22
6.11	SACC Manual Clauses	22
6.12	Dispute Resolution	23
ANNEX A - STATEMENT OF WORK		24
A.1	Introduction	24
A.2	Annex A and its Appendices	24
A.2.1	Diagram 108-H-23_25_General Arrangementl_Vessel Blueprint	24
A.2.2	Diagram HI75-133_Drilling Template 75mm	24
A.2.3	Diagram HI100-133_Drilling Template 100mm	24
A.2.4	IRISS IR Poster	24
ANNEX B - BASIS OF PAYMENT		25
B.1	Pricing	25
ANNEX C - ELECTRONIC PAYMENT INSTRUMENTS		27
ANNEX D - MANDATORY TECHNICAL CRITERIA		28
D.1	Mandatory Technical Criterion No 1 - Qualifications of the Proposed Personnel	28
ANNEX E - QUESTIONS / ANSWERS		29
E.1	Questions – Answers of Bid F3065-203403/A	29
ANNEX F - PRESENTATION OF YOUR BID		30
F.1	Check List	30

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

F3065-203403/B

qcv024

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

F3065-203403

QCV-0-43209

PART 1 - GENERAL INFORMATION

1.1 Statement of Work - Bid

The Work to be performed is detailed under Article 6.1 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 limited to Canadian 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>) 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.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25>

2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Quebec Region Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation.

2.2.1 Epost Connect

Bidders choosing to submit using epost Connect must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.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 \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/active\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/active), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

[Steps to follow for the Bid Submission to Bid Receiving Unit \(BRU\) using epost Connect \(https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect\)](https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect))

2.2.2 Facsimile

Facsimile number: 418-566-6168.

2.2.3 Bids transmitted by hardcopy to PWGSC will not be accepted.

2.3 Former Public Servant

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 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 seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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 Optional Site Visit – Vessel

It is recommended that the Bidder or a representative of the Bidder visit the work site of the vessel.

Given current concerns regarding COVID-19 and to ensure social distancing, only one Bidder at a time will be allowed to visit the site. Arrangements have been made for scheduled, three-hour site visits to occur between 8:00AM and 4:00PM **on July 7 or July 8, 2021 (to be confirmed later)**, at the following address:

Base de la Garde côtière canadienne
101 boulevard Champlain
Québec (Québec) G1K 7Y7
CCGS Martha L. Black

Scheduled blocks will be assigned on a first come, first serve basis. No more than 2 representatives of a Bidder, including their planned subcontractor representatives, may attend any given scheduled viewing. Social distancing practices must be followed while viewing the vessel in accordance with provincial and federal regulation and protocols, and as further instructed by the attending CCG representative leading the viewing.

Bidders are requested to communicate with the Contracting Authority at Marial.Tremblay@pwgsc.gc.ca no later than Friday **June 30, 2021** to confirm attendance, provide the name of the person(s) who will attend and indicate the desired time period within the visit period specified above. The bidder will then be assigned a vessel viewing time block, advised of the personal protective equipment requirements and the logistics related to their vessel viewing visit.

Bidders who do not confirm attendance and who do not provide the name(s) of the person(s) who will attend as required will not be allowed access to the site. Bidders will be requested to sign an attendance sheet. No alternative appointment will be given to bidders who do not attend or do not send a representative. Bidders who do not participate in the visit will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.7 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 Submit the Bid

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

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

3.2 Format Instruction for the Preparation of the Bid

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) format;
- (b) use a numbering system that corresponds to the bid solicitation.

3.2.1 Section I: Technical Bid

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

3.2.2 Section II: Financial Bid

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

Solicitation No. - N° de l'invitation

F3065-203403/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

qcv024

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

F3065-203403

File No. - N° du dossier

QCV-0-43209

CCC No./N° CCC - FMS No./N° VME

3.2.2.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete [Annex C - Electronic Payment Instruments](#), to identify which ones are accepted.

If [Annex C - Electronic Payment Instruments](#) is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.2.3 Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory technical criteria are described in Annex D.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price – Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection - Mandatory Technical Criteria

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

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the 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 website (<http://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 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 Canadian Content Certification

Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive.

This procurement is limited to Canadian services.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

5.2.1.1 Canadian Content Definition

SACC Manual clause A3050T (2020-07-01), Canadian Content Definition.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3050T/5>

5.2.2 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>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.3 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 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.

5.2.4 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

F3065-203403/B

qcv024

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

F3065-203403

QCV-0-43209

5.2.5 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - RESULTING CONTRACT CLAUSES

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

Notice: Numbering will be revised at contract award

6.1 Statement of Work – Contract

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

6.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.2.1 General Conditions

2010B (2020-05-28), General conditions: Professional services (medium complexity), apply to and form part of the Contract.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010B/19>

6.3 Term of Contract

6.3.1 Period of the Contract

The period of the Contract is from date of Contract until October 31, 2021.

6.3.1.1 Period of Installation Work

The installation work can be performed only between the period of July 8 and August 27, 2021.

6.4 Authorities

6.4.1 Contracting Authority - PSPC

The Contracting Authority for the Contract is:

Name: Odette Bernier
Title: Purchasing Agent
Organization: Public Services and Procurement Canada (PSPC)
Telephone: 418-580-9179
E-mail address: Odette.Bernier@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.

6.4.2 Authorities - CCG

6.4.2.1 Administrative Authority – CCG

For all information related to invoicing and/or payments you may communicate with:

(to be completed at contract award by PSPC)

Name: _____
Title: _____
Organization: Canadian Coast Guard (CCG)
Telephone No.: _____
Facsimile No.: _____
E-mail Address: _____

6.4.2.2 Technical Authority – CCG

The Technical Authority for the Contract is:

(to be completed at contract award by PSPC)

Name: _____
Title: _____
Organization: Canadian Coast Guard (CCG)
Telephone No.: _____

F3065-203403/B

qcv024

F3065-203403

QCV-0-43209

Facsimile No.: _____

E-mail Address: _____

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.

6.4.3 Contractor's Representatives

Name and telephone number of the person responsible for :

(a) Contract Manager:

Name: _____

Title: _____

Telephone No.: _____

Facsimile No.: _____

E-mail Address: _____

(b) Work and Training Follow-up:

Name: _____

Title: _____

Telephone No.: _____

Facsimile No.: _____

E-mail Address: _____

(c) Name(s) of the Contractor's Personnel:

Name(s) of the Contractor's personnel who will perform the engineering and inspection of IR windows:

Name: _____

Name: _____

Name: _____

6.5 Payment

6.5.1 Basis of payment: Cost reimbursable – Limitation of expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$_____ (PSPC will insert the amount at contract award). Customs duties are included, and Applicable Taxes are extra.

6.5.1.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (PSPC will insert the amount at contract award). Customs duties are included, and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.5.2 SACC Manual Clauses

Number	Date	Title
C2000C	2007-11-30	Taxes - Foreign-based Contractor https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C2000C/1
H1000C	2008-05-12	Single Payment https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1000C/2

6.6 Electronic Payment of Invoices – Contract

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

(to be completed at contract award by PSPC).

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI).

6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. one (1) copy by email to DFO.invoicing-facturation.MPO@canada.ca, addressed to: _____ (to be completed at contract award by PSPC); for certification and payment; and
 - b. one (1) copy by email to Odette.Bernier@pwgsc.gc.ca for audit.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.8.1.1 Canadian Content Certification

SACC Manual Clause A3060C (2008-05-12), Canadian Content Certification.

6.8.1.2 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec, Canada.

6.10 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 2010B (2020-05-28), General Conditions - Professional services (Medium Complexity);
- (c) Annex A - Requirement;
- (d) Annex B - Basis of Payment; and
- (e) the Contractor's bid dated _____ (to be completed at contract award by PSPC).

6.11 SACC Manual Clauses

Number	Date	Title
A9068C	2010-01-11	Government Site Regulations https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9068C/2
B7500C	2006-06-16	Excess Goods https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/B/B7500C/1
G1005C	2016-01-28	Insurance - No Specific Requirement https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G1005C/3

Solicitation No. - N° de l'invitation

F3065-203403/B

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

F3065-203403

Amd. No. - N° de la modif.

File No. - N° du dossier

QCV-0-43209

Buyer ID - Id de l'acheteur

qcv024

CCC No./N° CCC - FMS No./N° VME

6.12 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" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>).

ANNEX A - STATEMENT OF WORK

A.1 Introduction

The Canadian Coast Guard has a requirement for engineering services, installation, and commissioning of infrared windows, and a training on the thermal scanning program of the electrical circuits of the vessel named "CCGS Martha L. Black".

The Contractor must provide the services of a level two thermography certified electrical engineer to oversee and approve the vessel's IR window requirements.

A.2 Annex A and its Appendices

Annex A and its appendices attached hereto, are to be inserted at this point and forms part of this document.

Four appendices are included with Annex A as follows:

A.2.1 Diagram 108-H-23_25_General ArrangementI_Vessel Blueprint

A.2.2 Diagram HI75-133_Drilling Template 75mm

A.2.3 Diagram HI100-133_Drilling Template 100mm

A.2.4 IRISS IR Poster

F3065-203403/B

qcv024

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

F3065-203403

QCV-0-43209

ANNEX B - BASIS OF PAYMENT**B.1 Pricing**

- (a) Before submitting prices, please refer to clause **6.5 Payment** where it is mentioned, inter alia, that applicable taxes are not included in the prices.
- (b) The items outlined in the table of this Annex are only a few passages of the main elements of Annex A - Statement of Work. However, the firm unit and lot prices submitted shall include all applicable costs to perform the work stated in Annex A.
- (c) Please complete the last two columns of the following table:

Table of Annex B - Basis of Payment					
Item	Description	Estimated Quantity	Unit	Firm Unit or Lot Price	Total Price
1	Firm hourly rate direct or productive labour devoted solely to work during regular hours, for the services of a level two thermography certified electrical engineer to oversee and approve the vessel's IR window requirements. <ul style="list-style-type: none"> The estimated quantity of hours is the time on board the vessel by the Engineer to identify and record all current and future points of interest requiring a thermal scan. This number of hours does not include the time to respond to the requirements of the other items of this table. 	20	hour	\$	\$
2	Firm unit price for the services of engineering and installation of each infrared window of 75mm 100mm. <ul style="list-style-type: none"> IR windows of 75mm and 100mm will be provided by the Canadian Coast Guard (CCG). 	15	window	\$	\$
3	Firm unit price for the services of engineering and installation of each non-standard IR window without the supply thereof.	3	window	\$	\$
4	Firm unit price for the supply of non-standard sized IR window. <ul style="list-style-type: none"> The non-standard sized IR window must be supplied by the Contractor. 	3	window	\$	\$

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

F3065-203403/B

qcv024

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

F3065-203403

QCV-0-43209

Table of Annex B - Basis of Payment

Item	Description	Estimated Quantity	Unit	Firm Unit or Lot Price	Total Price
5	Firm lot price to inspect, test and commission the newly installed IR windows. <ul style="list-style-type: none"> All IR window testing and commissioning must be carried out with the vessel at sea and with the points identified for thermography inspection under full load and at stabilized temperature conditions. 	1	lot	\$	\$
6	Firm lot price for a training, for a minimum period of three hours to a maximum of two people at the same time. <ul style="list-style-type: none"> During the testing and commissioning phase of the contract, the Contractor must provide thermal scanning training to the vessel's electrical officer in French. 	1	lot	\$	\$
7	Firm lot price for all associated travel expenses of the Contractor's personnel for the duration of the contract.	1	lot	\$	\$
8	Prior to the end of the contract, the Contractor must provide to the Technical Authority, all reports, drawings and diagrams necessary for the installation of all IR windows, including drawings & technical manuals produced by the manufacturers or the subcontractors.	1	lot	\$	\$
Total Estimated Value of the Contract (Limitation of Expenditure):					\$

Solicitation No. - N° de l'invitation

F3065-203403/B

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

F3065-203403

Amd. No. - N° de la modif.

File No. - N° du dossier

QCV-0-43209

Buyer ID - Id de l'acheteur

qcv024

CCC No./N° CCC - FMS No./N° VME

ANNEX C - ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts 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).

ANNEX D - MANDATORY TECHNICAL CRITERIA

The bid must meet the mandatory technical criteria specified in this annex. Bidders must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory criterion should be addressed separately.

Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

D.1 Mandatory Technical Criterion No 1 - Qualifications of the Proposed Personnel

Bidders must propose qualified personnel to perform the engineering and inspection of IR windows as specified in Annex A – Statement of work.

The proposed personnel must have the following qualifications:

- (a) an electrical engineering bachelor's degree or higher; and
- (b) a level 2 (or higher) thermography certification.

The bid must demonstrate that each proposed individual, to perform the engineering and inspection of IR windows, meets the requirements described above. In order to demonstrate that it meets this requirement, the Bidder must include in its bid the curriculums vitae of the personnel proposed.

The curriculums vitae should clearly and explicitly demonstrate that the proposed resources meet the minimum requirement with regard to the qualifications of the labour category. The curriculum vitae of each resource should include, as a minimum, the following information:

- (a) Name of the proposed person;
- (b) Institution, degree, program, year;
- (c) Complementary training courses;
- (d) Specific skill set; and
- (e) Professional experience – date, company, tasks.

ANNEX E - QUESTIONS / ANSWERS**E.1 Questions – Answers of Bid F3065-203403/A****Question 1:** Ref. : Annex A – Section 3.1.10:

The Contractor must ensure that the retrofitting of electrical enclosures with IR windows will in no way compromise the enclosure's integrity while maintaining full IR window functionality. Manufacturers of IR windows notes in their specifications that if the lid or door window is still in place, except during the inspection, the integrity of electrical enclosures remain intact.

Does this statement is sufficient to satisfy the client?

Answer 1: Yes.

Question 2: Ref.: Annex B – Item # 5:

Firm lot price to inspect, test and commission the newly installed IR windows. All IR window testing and commissioning must be carried out with the vessel at sea and with the points identified for thermography inspection under full load and at stabilized temperature conditions.

How long the vessel-trip and from what location?

Answer 2: One day, round trip; departure from the Port of Québec.

Question 3: Ref.: Annex B – Item # 6:

Firm lot price for a training, for a minimum period of three hours to a maximum of two people at the same time. During the testing and commissioning phase of the contract, the Contractor must provide thermal scanning training to the vessel's electrical officer in French.

When this training will take place?

Answer 3: The training will be done during the vessel-trip indicated in Item # 5 of Annex B.

Question 4: Ref.: Annex D – Mandatory Technical Criteria

Can you evaluate our qualifications prior to the closing date of the bid solicitation?

Answer 4: No!

You must refer to Annex D where we specify the mandatory requirements to meet.

Question 5: Ref.: Annex D – Mandatory Technical Criteria

May it be acceptable to propose a technician with a certificate of level two thermography paired with a person who holds a Bachelor's degree in electrical engineering?

Answer 5: Each individual proposed in “D.1 Mandatory Technical Criterion No 1 - Qualifications of the Proposed Personnel” must have all of the required qualifications.

ANNEX F - PRESENTATION OF YOUR BID

F.1 Check List

Below is a checklist of the contents of your bid. This list is not an exhaustive list; it remains the Bidder's responsibility to prepare its bid in accordance with the instructions contained in the Request For Proposal (RFP) and provide a comprehensible and sufficiently detailed bid, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the RFP.

Table of Annex E - Presentation of Your Bid	
Pagination of <u>Document 1 of 2</u> (document of only 1 page)	
Page 1	Bidders should include with their bid, the first sheet of this RFP properly completed and signed. Refer to 2003 Standard Instructions mentioned in clause 2.1 Standard Instructions, Clauses and Conditions .
Pagination of <u>Document 2 of 2</u> (document of 31 pages)	
Page 5	Bidders must submit their bid in accordance with the instructions indicated in clause 2.2 Submission of Bids .
Pages 6 and 7	Bidders should submit with their bid, clause 2.3 Former Public Servant duly completed.
Page 9	It is optional that the Bidder or a representative of the Bidder visit the work site. Please refer to clause 2.6 Optional Site Visit - Vessel .
Page 12	Bidders must pay attention on how bids will be evaluated and the winning bid selected. Refer to Part 4 - Evaluation Procedures and Basis of Selection
Page 13	<u>Applicable only if an offence has been committed</u> Bidders must provide with their bid the required documentation as indicated Clause 5.1.1 Integrity Provisions - Declaration of Convicted Offences .
Page 13	This procurement is limited to Canadian services. Please refer to clause 5.2.1 Canadian Content Certification .

Table of Annex E - Presentation of Your Bid	
Page 14	Bidders must provide with their bid or promptly thereafter a list of names as indicated in clause 5.2.2 Integrity Provisions - Required Documentation . ➤ Please refer to section “ 17. Information to be provided when bidding, contracting or entering into a real property agreement ” of the following Web site: http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html
Page 18	Bidders should submit with their bid, clause 6.4.3 Contractor's Representatives duly completed.
Pages 25 and 26	Bidders must include with their bid, Annex B - Basis of Payment duly completed.
Page 27	Bidders should submit with their bid, Annex C - Electronic Payment Instruments duly completed.
Page 28	Bidders must include with their bid, the necessary documentation to support compliance with the mandatory technical criteria indicated in Annex D - Mandatory Technical Criteria .