



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions Travaux  
publics et Services gouvernementaux Canada  
See herein for bid submission  
instructions/

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

NA  
British Columbia

**SOLICITATION AMENDMENT  
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise  
indicated, all other terms and conditions of the Solicitation  
remain the same.

Ce document est par la présente révisé; sauf indication contraire,  
les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<b>Title - Sujet</b> CCGS J.P. Tully - HVAC System NGCC J.P. Tully Systeme CVCA	
<b>Solicitation No. - N° de l'invitation</b> F1782-21C020/A	<b>Amendment No. - N° modif.</b> 003
<b>Client Reference No. - N° de référence du client</b> F1782-21C020	<b>Date</b> 2021-11-12
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XLV-176-8293	
<b>File No. - N° de dossier</b> XLV-1-44048 (176)	<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> Pacific Standard Time PST <b>on - le 2021-12-03</b> Heure Normale du Pacifique HNP	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Godin, Andre	<b>Buyer Id - Id de l'acheteur</b> xlv176
<b>Telephone No. - N° de téléphone</b> (250) 216-2504 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

N° de l'invitation - Solicitation No.

F1782-21C020/A

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

F1782-21C020/

N° de la modif - Amd. No.

003

File No. - N° du dossier

XLV-1-44048

Id de l'acheteur - Buyer ID

XLV176

N° CCC / CCC No./ N° VME - FMS

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The solicitation amendment is to promulgate the following changes:

- 1) Addition of bidder questions and Canada responses.
- 2) Changes in the solicitation core contents.

The Solicitation can be found amended in its entirety in the following pages.

**Bidder questions and Canada response table**

Number	Bidders questions	Canada Responses
1	<p>We reviewed your solicitation number F1782-21C020/A for the HVAC system onboard CCGS J.P. Tully. We find this application very interesting and we have the right experience to help the CCGS with this project. However, we are unable to offer a compliant bid due to the timelines specified in the documents.</p> <p>The solicitation requires the delivery of the complete new system design 6 weeks post contract award, then reserves 4 weeks to approve the system before the procurement process can begin. The solicitation then requests delivery of all equipment by March 31<sup>st</sup> 2022 (approximately 20 weeks from now).</p> <p>Please note that the current supply chain situation cannot support this rapid delivery schedule for any vendors.</p> <p>If the timeline is reconsidered, we would be happy to participate in this proposal process.</p> <p>Please let us know if the delivery date can be revised.</p>	<p>Canada has reviewed the supplier observations and actual supply chain disruption. The solicitation deliverable timeline have been revised accordingly. However, it cannot be changed furthermore due to the Canadian Coast Guard program need. New optional site visits offered.</p>

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>5</b>
1.1 INTRODUCTION.....	5
1.2 SUMMARY .....	5
1.3 DEBRIEFINGS .....	5
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>6</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	6
2.2 SUBMISSION OF BIDS.....	6
2.3 ENQUIRIES - BID SOLICITATION.....	6
2.4 APPLICABLE LAWS.....	6
2.5 OPTIONAL SITE VISIT.....	7
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	7
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>9</b>
3.1 BID PREPARATION INSTRUCTIONS .....	9
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>10</b>
4.1 EVALUATION PROCEDURES.....	10
4.2 BASIS OF SELECTION- - LOWEST PRICE PER POINT .....	10
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>11</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	11
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	11
<b>PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS .....</b>	<b>12</b>
6.1 SECURITY REQUIREMENTS.....	12
6.2 FINANCIAL CAPABILITY .....	12
6.3 LIST OF PROPOSED SUB-CONTRACTORS.....	12
6.4 PROJECT SCHEDULE AND REPORTS.....	12
6.5 INSURANCE REQUIREMENTS .....	12
<b>PART 7 - RESULTING CONTRACT CLAUSES.....</b>	<b>13</b>
7.1 REQUIREMENT .....	13
7.2 STANDARD CLAUSES AND CONDITIONS.....	13
7.3 TERM OF CONTRACT .....	14
7.4 AUTHORITIES .....	14
7.5 PAYMENT .....	16
7.6 INVOICING INSTRUCTIONS - PROGRESS PAYMENT CLAIM - SUPPORTING DOCUMENTATION NOT REQUIRED	17
7.7 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	18
7.8 APPLICABLE LAWS .....	18
7.9 PRIORITY OF DOCUMENTS .....	18
7.10 DEFENCE CONTRACT .....	18
7.11 MEETINGS.....	18
7.12 SUB-CONTRACTS AND SUB-CONTRACTOR LIST.....	18
7.13 PROJECT SCHEDULE .....	19
7.14 INSPECTION AND ACCEPTANCE.....	19
7.15 SACC MANUAL CLAUSES .....	19
7.16 DISPUTE RESOLUTION.....	19
<b>ANNEX “A” REQUIREMENT .....</b>	<b>20</b>

N° de l'invitation - Solicitation No.

F1782-21C020/A

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

F1782-21C020/

N° de la modif - Amd. No.

003

File No. - N° du dossier

XLV-1-44048

Id de l'acheteur - Buyer ID

XLV176

N° CCC / CCC No./ N° VME - FMS

---

<b>ANNEX "B" BASIS OF PAYMENT</b> .....	<b>30</b>
<b>ANNEX "C" INSURANCE REQUIREMENT</b> .....	<b>32</b>
<b>ANNEX "D" TO PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS</b> .....	<b>34</b>
<b>ANNEX "E" EVALUATION MANDATORY CRITERIAS</b> .....	<b>35</b>
<b>ANNEX "F" FINANCIAL EVALUATION</b> .....	<b>40</b>

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and 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, 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; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Requirement, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, and the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements

### **1.2 Summary**

The Canadian Coast Guard as a requirement to design, fabricate, supply and deliver an Accommodation heating ventilation and air conditioning (HVAC) unit as specified to replace the existing system in accordance with Annex "A" - Requirement and delivered on or before October 20, 2022.

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

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.

There is an optional site visit associated with this requirement. Consult Part 2 – Bidder Instructions.

### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#), (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 Submission of Bids**

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

#### **PWGSC Pacific Region Bid Receiving Unit**

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

[TPSGC.RPRceptiondessomissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPRceptiondessomissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca)

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

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

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

### **2.3 Enquiries - Bid Solicitation**

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

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

### **2.4 Applicable Laws**

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

N° de l'invitation - Solicitation No.  
F1782-21C020/A  
N° de réf. du client - Client Ref. No.  
F1782-21C020/

N° de la modif - Amd. No.  
003  
File No. - N° du dossier  
XLV-1-44048

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

---

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

## 2.5 Optional Site Visit

It is recommended that Bidders who intend to submit a bid participate in a vessel viewing.

With extended health and safety protocols in place, vessel viewings will be conducted one Bidder at a time during scheduled appointments on November 18 to November 23, 2021 while the vessel is alongside in Sidney, BC

Appointments will be scheduled on a first come, first serve basis.

No more than 3 representatives of a Bidder, including their planned subcontractor representatives, may attend any given scheduled appointment. Physical distancing practices must be followed at all times in accordance with provincial and federal regulations and protocols, and as further instructed by Canada's representatives. Note that participants may be subject to screening for COVID-19 symptoms. Any participant deemed to be exhibiting symptoms will not be granted site access.

All participants will be required to immediately disembark the vessel upon the termination of the allocated duration of the appointment and proceed to the designated site exit.

Bidders should submit their appointment request by e-mailing the Contracting Authority the name(s) of the planned participants by 11:59 a.m. (Pacific Standard Time) on November 17, 2021. The Bidder will then be assigned an appointment, advised of any personal protective equipment requirements, and logistical details.

Due to the Vessel's mandate and operational needs, the Vessel might become unavailable for the scheduled appointment. Canada will inform registered participants of a new date and time for any rescheduled appointment. The Bidder is responsible for all of its expenses associated in participating in the appointment, including the costs associated with the rescheduling of the site visit.

Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid.

Canada will not provide responses to questions raised during the appointment that could be material to the solicitation or other bidders. Bidders are invited to e-mail their questions to the Contracting Authority in accordance with Section 2-3 (Enquiries – Bid Solicitation).

Participants may be required to present valid government-issued photo identification and sign attendance sheets. Participants must comply with all regulations, instructions and directives in force on the site and vessel.

Any clarifications or changes to the bid solicitation resulting from the appointments will be included as an amendment to the bid solicitation.

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)

N° de l'invitation - Solicitation No.

F1782-21C020/A

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

F1782-21C020/

N° de la modif - Amd. No.

003

File No. - N° du dossier

XLV-1-44048

Id de l'acheteur - Buyer ID

XLV176

N° CCC / CCC No./ N° VME - FMS

- 
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

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

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

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

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

#### **Section I: Technical Bid**

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

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

#### **Section II: Financial Bid**

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

##### **3.1.1 Electronic Payment of Invoices – Bid**

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

If Annex “D” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

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

##### **3.1.2 Exchange Rate Fluctuation**

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

#### **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.

#### 4.1.2 Technical evaluation

- 4.1.2.1 Responses to this Bid solicitation will first be examined to determine their compliance with the mandatory certifications, and the tables of deliverable requirements as detailed in Parts 2 & 5.
- 4.1.2.2 The Bidder's Technical Bid will then be examined to determine compliance with Mandatory Technical Specification items. The Technical Bid must also include **Annex E** completed with verification that the bid meets each mandatory criteria listed and includes the required bid reference information. The technical bid will then be evaluated and points assigned in accordance with the point rated evaluation criteria in **Annex E**.

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

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of **4 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **20 points**.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

Example:

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

**Bid with the lowest Cost per points: B**

N° de l'invitation - Solicitation No.  
F1782-21C020/A  
N° de réf. du client - Client Ref. No.  
F1782-21C020/

N° de la modif - Amd. No.  
003  
File No. - N° du dossier  
XLV-1-44048

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

---

## **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 Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.2 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 specified will render the bid non-responsive.

##### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

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

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

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement applicable to this Contract.

### **6.2 Financial Capability**

SACC *Manual* clause [A9033T](#), (2012-07-16) Financial Capability

### **6.3 List of Proposed Sub-contractors**

If the bid includes the use of subcontractors, the Bidder agrees, upon written 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 by specification section 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, i.e. subcontract work valued at less than \$5,000.00.

### **6.4 Project Schedule and Reports**

Before contract award and within forty-eight (48) hours of written notification by the Contracting Authority the Bidder must submit to Canada one (1) copy of its preliminary production work schedule. This schedule is to show the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. This schedule will be reviewed with the Bidder at the Start-up Meeting.

Before contract award and within forty-eight (48) hours of written notification by the Contracting Authority the Bidder must provide a sample document from its scheduling system including a typical progress report, a quality control inspection report and a milestone event network.

### **6.5 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

The Canadian Coast Guard as a requirement to design, fabricate, supply and deliver an Accommodation heating ventilation and air conditioning (HVAC) unit as specified to replace the existing system in accordance with Annex "A" - Requirement and delivered on or before October 20, 2022.

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

#### 7.2.1 General Conditions

2030 (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.  
2030 (2020-05-28) is hereby amendment to add the following conditions

45 Code of Conduct for Procurement – contract  
46 Anti-forced labour requirements

2030 45 (2016-04-04) Code of Conduct for Procurement – Contract

The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Contract.

2030 46 (2021-11-07) Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the Customs Tariff – Schedule (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* and that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the Customs Tariff – Schedule as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
  - a. Findings or Withhold Release Orders issued by the United States Customs Trade and Border Protection, under the US Trade Facilitation and Trade Enforcement Act (TFTEA) of 2015; or
  - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the Criminal Code or the Immigration and Refugee Protection Act:

*Criminal Code*

  - i. section 279.01 (Trafficking in persons);
  - ii. section 279.011 (Trafficking of a person under the age of eighteen years);

N° de l'invitation - Solicitation No.  
F1782-21C020/A  
N° de réf. du client - Client Ref. No.  
F1782-21C020/

N° de la modif - Amd. No.  
003  
File No. - N° du dossier  
XLV-1-44048

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

- 
- iii. subsection 279.02(1) (Material benefit - trafficking);
  - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
  - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
  - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or  
*Immigration and Refugee Protection Act*
  - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
  6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
    - i. in the case of a conviction, whether the court acted within its jurisdiction;
    - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
    - iii. whether the court's decision was obtained by fraud; or
    - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
  7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice unless Canada establishes a different deadline.

## **7.2.2 Supplemental General Conditions**

1031-2 (2012-07-16), Contract Cost Principles apply to and form part of the Contract.

4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

## **7.3 Term of Contract**

### **7.3.1 Period of the Contract**

The period of the Contract is from date of Contract to 365 days inclusive.

### **7.3.2 Delivery Date**

All the deliverables must be received on or before October 20, 2022.

### **7.3.4 Delivery Points**

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

Canadian Coast Guard, CCGS  
9860 WEST SAANICH ROAD  
SIDNEY, B.C.  
V8L 4B2  
Canada

## **7.4 Authorities**

### **7.4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Andre Godin  
Title: Manager

N° de l'invitation - Solicitation No.  
F1782-21C020/A  
N° de réf. du client - Client Ref. No.  
F1782-21C020/

N° de la modif - Amd. No.  
003  
File No. - N° du dossier  
XLV-1-44048

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

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Address: Acquisitions, Marine  
Public Works and Government Services Canada  
1230 Government Street, Suite 401  
Victoria, BC, V8W 3X4, Canada  
Telephone: 250-216-2504  
Email: [andre.godin3@pwgsc-tpsgc.gc.ca](mailto:andre.godin3@pwgsc-tpsgc.gc.ca)

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

#### 7.4.2 Technical Authority

The Technical Authority will be identified in the Contract.

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

In its absence, the Technical Authority is:

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

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 7.4.3 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 at Annex A 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. Any communication with a Contractor regarding the quality of the Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

The Inspection Authority may designate, and be represented by, an Inspector (TI), Quality Assurance Representative (QAR) or Designated Engineering Authority (DEA).

#### 7.4.4 Contractor's Representative

Contact for:	Name	Telephone	Email
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N° de l'invitation - Solicitation No.  
 F1782-21C020/A  
 N° de réf. du client - Client Ref. No.  
 F1782-21C020/

N° de la modif - Amd. No.  
 003  
 File No. - N° du dossier  
 XLV-1-44048

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

Contracting issues			
Technical issues			
Invoicing issues			

**7.5 Payment**

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

For the Work described in the Requirement in Annex A.

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a \_\_\_\_\_, Firm price for a cost of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, 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.

**7.5.2 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.

**7.5.3 Milestone Payments - Subject to holdback**

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to **90** percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. the total amount for all milestone payments paid by Canada does not exceed **90** percent of the total amount to be paid under the Contract;
  - c. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
  - d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

**7.5.4 Schedule of Milestone:**

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone number	SOW reference	Deliverable	Percentage of contract total price ( tax excluded)	Due date or delivery date ( to be entered at contract award)
1	6.2	Design production document	25%	

N° de l'invitation - Sollicitation No.  
F1782-21C020/A  
N° de réf. du client - Client Ref. No.  
F1782-21C020/

N° de la modif - Amd. No.  
003  
File No. - N° du dossier  
XLV-1-44048

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

2	2	HVAC system components	55%	
3	4	Installation and set to work instruction	10%	
4	6.1 and 6.3	Delivery	10%	

#### 7.5.5 SACC Manual Clauses

C0711C (2008-05-12) Time Verification  
H4500C (2010-01-11) Lien - Section 427 of the Bank Act

#### 7.5.6 Electronic Payment of Invoices – Contract

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

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

#### 7.6 Invoicing Instructions - Progress Payment Claim - Supporting Documentation not required

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
  - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
  - c. the description and value of the milestone claimed as detailed in the Contract.
2. Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
  3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place. The Technical Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
  4. The Contractor must not submit claims until all work identified in the claim is completed.

#### Invoice is to be made out to:

Fisheries and Oceans,  
CANADIAN COAST GUARD  
Marine Engineering;  
9860 West Saanich Road  
PO BOX 6000,  
Sidney, B.C. V8L 4B2  
CONTACT NAME Lori Stokes

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

[PAC.MARINE@pwgsc-tpsgc.gc.ca](mailto:PAC.MARINE@pwgsc-tpsgc.gc.ca) Attention: André Godin

**7.7 Certifications and Additional Information**

**7.7.1 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.

**7.8 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_

**7.9 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 supplemental general conditions 1031-2 2012-07-16, Contract Cost Principles and 4006, 2010-08-16, Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2030 2020-05-28, General Conditions - Higher Complexity – Goods;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Insurance Requirements;
- (h) the Contractor's bid dated \_\_\_\_\_, , as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_ "

**7.10 Defence Contract**

SACC Manual clause [A9006C](#) 2012-07-16 Defence Contract

**7.11 Meetings**

**7.11.1 Start-up Meeting**

A start-up meeting may be convened and chaired by the Contracting Authority at the Repair facility up to three (3) weeks before the commencement of the work period.

**7.11.2 Progress Meetings**

Progress meetings, chaired by the Contracting Authority, will take place at the Work Site and/or Contractor's facility as and when required, generally once a month. Interim meetings may also be scheduled. Contractor's attendees at these meetings will, as a minimum, be its Contract (Project) Manager, Production Manager (Superintendent) and Quality Assurance Manager. Progress meetings will generally incorporate technical meetings to be chaired by the Technical Authority.

**7.12 Sub-contracts and Sub-contractor List**

The Contracting Authority is to be notified, in writing, of any changes to the list of subcontractors before commencing the work.

When the Contractor sub-contracts work, a copy of the sub-contract purchase order is to be passed to the Contracting Authority. In addition, the Contractor must monitor progress of sub-contracted work and inform the Inspection Authority or designate on pertinent stages of work to permit inspection when considered necessary by the Inspector.

### 7.13 Project Schedule

The Contractor must provide a preliminary project schedule to the Contracting and Technical Authorities no later than three (3) Working Days after contract award.

The Contractor must provide a detailed work schedule to the Contracting and Technical Authorities no later than five (5) working days before the commencement of the Work showing the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. During the Work Period the schedule is to be reviewed on an ongoing basis by the Inspection Authority and the Contractor, updated when necessary, and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

The schedules must be revised on a pre-defined basis. (The revised schedules must show the effect of progressed work and approved work arising's. Any changes to the dates of the Work Period of the contract due to unscheduled work will not be accepted except as negotiated in accordance with article 7.15, Procedures for Design Change or Additional Work.

### 7.14 Inspection and Acceptance

The Technical Authorities are the Inspection Authorities. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### 7.15 SACC Manual Clauses

B7500C	(2006-06-16),	Excess Goods
D9002C	(2007-11-30),	Incomplete Assemblies
D2025C	(2017-08-17),	Wood packaging materials
A9019C	(2011-05-16),	Hazardous Waste Disposal
D2000C	(2007-11-30),	Marking
D2001C	(2007-11-30),	Labelling
A9055C	(2010-08-16),	Scrap and Waste Material
A9068C	(2010-01-11)	Government Site Regulations
B5007C	(2010-01-11)	Procedures for Design Change or Additional Work
A0285C	(2007-05-25)	Workers Compensation

### 7.16 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](#)".

N° de l'invitation - Solicitation No.

F1782-21C020/A

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

F1782-21C020/

N° de la modif - Amd. No.

003

File No. - N° du dossier

XLV-1-44048

Id de l'acheteur - Buyer ID

XLV176

N° CCC / CCC No./ N° VME - FMS

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**ANNEX "A" REQUIREMENT**

**CCGS John P Tully  
F1782-21C020**

**Statement of Requirements for Heating, Ventilation  
And Air Conditioning System for Main Accommodation.**

**23rd of Aug, 2021**

**Revision 1  
November 12, 2021**

**Prepared by:  
Marine Engineering/Integrated Technical Services  
Western Region**

## **HVAC**

### **1. GENERAL**

#### **1.1. REQUIREMENT**

- 1.1.1. To supply and deliver Accommodation heating ventilation and air conditioning (HVAC) unit as specified to replace the existing system.
- 1.1.2. To supply and deliver instructions for installation and integration with ship's existing Ventilation trunks.
- 1.1.3. The Contractor must deliver the HVAC equipment to the Canadian Coast Guard at 9860 West Saanich Rd Sidney BC V8L 4B2.

#### **1.2. INSTALLATION**

- 1.2.1. Supplier will not be responsible for installation in this contract, the HVAC System will be installed by a selected ship repair company at a later date. Supplier may be contracted at a later date for FSR consultation during install and commissioning during the vessels alongside refit period at the selected shipyard on the West Coast of Canada or Institute of Ocean Sciences in Sidney BC.
- 1.2.2. The HVAC will be installed in the compartment that the existing HVAC equipment is housed aboard the vessel.

#### **1.3. SCHEDULE**

- 1.3.1. The HVAC equipment including all components of the system must be delivered by October 20<sup>th</sup> 2022.

#### **1.4. CLASS CERTIFICATION**

- 1.4.1. The final design and equipment models must be submitted to ABS for review to ensure system is in compliance with Transport Canada regulations. CCGS John P Tully is not required to comply with ABS regulations.

#### **1.5. REGULATORY COMPLIANCE**

- 1.5.1. The American Bureau of Shipping (ABS) have been selected under the Delegated Statutory Inspection Program (DSIP) to inspect the CCGS John P Tully on behalf of Transport Canada Marine Safety and Security (TCMSS).
- 1.5.2. The following regulations and standards must be satisfied in the design, construction and creation of testing plans for the HVAC system:
  - 1.5.2.1. Federal Halocarbon Regulations 2003
  - 1.5.2.2. MOSH SOR 2010-120
  - 1.5.2.3. TCMS Ship Safety Electrical Standard TP-127e
  - 1.5.2.4. Canada Shipping Act, 2001 (CSA 2001).
  - 1.5.2.5. Marine Machinery Regulations

#### **1.6. INSPECTION BY CANADA**

1.6.1. The Contractor must supply preliminary information for CCG approval. The design must include dimensional information, concept description and equipment type or proposed models for the AHU, heating and air conditioner. This information should be provided when available but no later than 2 weeks from Contract Award. CCG will provide approval within 2 weeks of receipt.

## 1.7. CORRESPONDENCE

1.7.1. Copies of any and all correspondence between the Contractor and ABS or any TCM approved RO applicable to regulatory compliance of the Work, should be provided to the TA within 7 days of its creation or receipt.

## 1.8. INTERPRETATION

1.8.1. The words “must” or “shall” or “required” or “mandatory”, wherever they appear in this Statement of Requirements (SOR) or referenced regulations, specifications standards or codes are to be interpreted as obligations on the Contractor in the performance of the Work within the Contract Price.

1.8.2. In the event that there is a discrepancy in requirement between this SOR and other referenced regulations, rules, standards or codes, then the latter will take precedence.

1.8.3. References given in rectangular brackets such as [7.3.2] refer to section, subsection and paragraph numbers within this SOR.

## 1.9. SHIP'S PARTICULARS

Name:	CCGS John P. Tully
Type:	Offshore Research Vessel
Class:	SOLAS Foreign Going – Non Passenger
Year Built:	1985
Principle Dimensions:	
Length:	68.9m
Breadth, molded:	14.0m
Loaded Draft:	4.90m
Tonnage, displ:	2123.3 T @4.514m Mld.
Propulsion	2 Deutz S/BV8M 628 1 Reintjes DVA Gearbox 1 Kamewa CPP

## 1.10. ABBREVIATIONS & DEFINITIONS

IACS	International Association of Classification Societies
Inspector	Inspection Authority or Inspector (as defined by the Contract)

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RF	Repair Facility
RO	Recognized Organization - IACS member recognized by TCMSS
Rules	Classification Rules, Standards and Codes of one of the IACS members
TA	Technical Authority (as defined by the Contract)
TCMSS/TCM	Transport Canada Marine Safety and Security
SOR	Statement of Requirements
HVAC	Heating, ventilation and air conditioning
Work	As defined in the Contract
ABS	American Bureau of Shipping
DSIP	Designated Ship Inspection Program

### **1.11. IACS MEMBERS RECOGNIZED BY TRANSPORT CANADA**

1.11.1. The IACS members which are recognized by Transport Canada Marine Safety and Security are as follows:

- 1.11.1.1. American Bureau of Shipping;
- 1.11.1.2. Bureau Veritas;
- 1.11.1.3. Class NK;
- 1.11.1.4. DNV GL;
- 1.11.1.5. Korean registry;
- 1.11.1.6. Lloyd's Register; or,
- 1.11.1.7. RINA Services, SpA.

### **1.12. EXISTING**

1.12.1. The following is the currently fitted equipment:

1.12.1.1. Chiller #1

- Make: Carrier
- Model #: 30HWB-040
- 40-Ton Nominal
- Location: Starboard Fan Room – Forecastle Deck

1.12.1.1.1. Description: 40 ton chiller which is currently not in service. The system consists of chilled water/glycol loop with chiller, evaporator, pump, dual buffer tanks, chilled water coil (in AHU) and a three-way valve for temperature control. Air Conditioner unit = 29" l x 36" w x mas 101" h .

1.12.1.2. Air handling unit:

- 1.12.1.2.1. Make: Tri Metal Fans
- 1.12.1.2.2. Model: 33SWSI AF
- 1.12.1.2.3. Serial: F-1741-AHU-1
- 1.12.1.2.4. Supply Air Ducts: 760X300
- 1.12.1.2.5. Filter No: 9 Type: DC-2 Size: 24"x24"

- 
- 1.12.1.2.6. Air Handler and plenum utilizes a 15 HP supply fan controlled by a speed drive located in the MCR.
- 1.12.1.2.7. Speed drive is used for soft starting and switching between the two speeds, Low and high.
- 1.12.1.2.8. A Honeywell T775F controls the three-way valve.
- 1.12.1.2.9. Airflow is filtered by media filters, passes through chilled water coil, electric heat and main supply fan to two ducted trunks. One supplies the Main and Lower decks, the other supplies the Forecastle deck. The HVAC Compartment acts as a plenum, fresh air and return dampers controlled by Belimo actuators and a Honeywell T775E.
- 1.12.1.2.10. Air Handler Unit inclusive of filter, sterilizer, humidifier = 109" l x 86" w x 76" h
- 1.12.1.3. Electric Heat
- Make: Chromalox Canada
  - Model #: CCP-1368
  - Serial #: 84-6385 X/84
  - 480 V, 3 PH, 100 KW
  - Number of Elements: 36
  - Location: Port Fan Room – Forecastle Deck
    - Electric heating elements grouped in three stages, #1-25KW, #2-25KW and #3-50KW. Controlled via Honeywell T775F. Power is fed from the main switchboard Breaker P8, 460V, 175AT.
- 1.12.1.4. Supply Fan
- Make: Tri-Metal Fans
  - Model #: 33AF
  - 15 HP, 1050 RPM, 460 V, 3 PH
  - Ref #F1741
  - Location: Fan Room – Forecastle Deck
- 1.12.1.5. Sea Water Cooling Pump
- Make: Bell and Gossett
  - Model #: 2BCBF
  - Series: 1510
  - Impeller 8¼, 212 GPM, 50' Head, 5 HP, 1800 RPM
  - Location: Engine Room
    - The glycol pump is on a 460 VAC 15 Amp breaker, with 12 or 14 AWG cable

## 1.13. REFERENCES

No.	TITLE	Reference number
1	Ventilation Arrangement 1 of 3	J12-302-117
2	Ventilation Arrangement upper & focsle Decks sheet 2	J12-302-117
3	Ventilation Arrangement Main deck & Below sheet 3 of 3	J12-302-117
4	Raw water cooling diagram	J12-302-34
	Electrical System One Line Diagram	J12-2010
	Focsle deck and galley ventilation improvements	J12-5834A-7.02-1

## 2. TECHNICAL REQUIREMENTS

### 2.1. GENERAL DESCRIPTION

- 2.1.1. The Contractor must provide a heating, ventilation and air conditioning Unit (HVAC) that is of the same capacity as what is currently fitted and fits into the current machinery space on the CCGS John P Tully, it must meet all applicable standards and regulations. In addition this system must include humidity control.
- 2.1.2. The HVAC system must be of same capacity as existing. Each zone must have a thermostat for reheat and dehumidification purposes.
- 2.1.3. The system is to be fitted into a machinery space and must be able to operate at an ambient temperature range from -5 to 45 degrees Celsius, ambient relative humidity of 95% or less, vessel roll of 20 degrees, and pitch of 10 degrees.
- 2.1.4. The HVAC system must include a humidifier capable of providing and maintaining a relative humidity within a range from thirty (30) percent minimum to seventy (70) percent maximum. General operations must maintain from 40-50%. Previous humidity controls are no longer in place and existing water supply is available.
- 2.1.5. The HVAC system must have access for the ship's crew to perform maintenance on all components.
- 2.1.6. The HVAC footprint must not exceed the foot print of the current units. Air handler unit inclusive of filter, sterilizer, humidifier = 109" l x 86" w x 76" h air conditioner unit = 29" l x 36" w x mas 101" h .
  - 2.1.6.1. The HVAC must be able to run on the ships 460 volt 60hz 3phase AC power, current power supply is (ref: Electrical One line Diagram):
    - 2.1.6.1.1. Accommodation Pre-heater Main Switchboard-Breaker-P8-460V-175AT.
    - 2.1.6.1.2. Accommodation AC Main Switchboard-Breaker-P25-460V-150AT.

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2.1.6.1.3. Main Acc. Fan-MCC No.5 in MCR-1-M5 with VFD-50AT-460V.

2.1.7. The HVAC must include at minimum:

- 2.1.7.1. A water-cooled air conditioning system on glycol loop with Sea water heat exchanger of a minimum of 40 tons nominal cooling capacity. Design must include allowance for condensate drain. Sea Water supply is existing.
  - 2.1.7.2. Air handler must incorporate efficient fan and motor setup to match existing ducting see reference drawings for ventilation arrangement. This unit must include new electric heating that allows access for service. Electric heat must be 100KW and grouped for 4 stages at minimum 25 kW each.
  - 2.1.7.3. The HVAC must be complete with all components required for operation, pump down and isolation.
  - 2.1.7.4. The high pressure side of AHU must be fitted with framework for renewable air filters with access for ships' crew to renew the filters.
  - 2.1.7.5. Air intakes and outlets must be of the self-draining type.
  - 2.1.7.6. Control Panel with the following capability:
    - 2.1.7.6.1. Provide Alarm and monitoring for the following:
      - 2.1.7.6.1.1. High and low Pressure-Compressor
      - 2.1.7.6.1.2. Overloads
      - 2.1.7.6.1.3. Oil pressure-Compressor
      - 2.1.7.6.1.4. Condensing Unit Failure
      - 2.1.7.6.1.5. Fan Motor Failure
      - 2.1.7.6.1.6. Low Temperature Alarm
    - 2.1.7.6.2. Have the ability to connect to the Ships main Alarm and monitoring system.
- 2.1.8. All Fans, motors and compressors must be installed on resilient mounts.
- 2.1.9. All galvanized steel used in housings and ducting must be minimum of 14 gauge. All new ducting must be fitted with cleaning access panels. Panels must be large enough for cleaning and inspection and allow access at areas not less than 5 feet apart.
- 2.1.10. The HVAC must be fully automated and be able to run continuously.
- 2.1.11. All components and valves must be marked with permanent markings referencing their schematic location and operational description in English.
- 2.1.12. Optional preference:
- 2.1.12.1. The AC system to be split into 2 or 3 stages for redundancy and capacity control.
  - 2.1.12.2. Reuse of existing MCR located speed drive
    - 2.1.12.2.1. Manufacturer Schneider Electric
    - 2.1.12.2.2. Model ATV312HD15N4
    - 2.1.12.2.3. Drive HP 20
    - 2.1.12.2.4. Fan Motor HP 15
    - 2.1.12.2.5. Voltage 460 VAC
    - 2.1.12.2.6. Motor FLA 19A.

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2.1.12.2.7. Current Setting:

2.1.12.2.7.1. OFF Fan is off. Cannot be started from any remote locations.

2.1.12.2.7.2. SLOW Fan will run at 40 Hz.

2.1.12.2.7.3. FAST Fan will run at speed 2 (S2). Default speed is 55 Hz.

2.1.12.3. AC system on frame set up with compressors and water-cooled condenser on the bottom allowing modular AHU to be mounted above.

## **2.2. CONSTRAINTS-NOT USED**

## **2.3. SPECIAL PURPOSE TOOLS**

2.3.1. The Contractor must identify any special purpose tools, not generally commercially available, which are required either for assembly, routine inspection or maintenance of the HVAC system. The Contractor must supply all such tools with the delivery of the HVAC system.

## **3. SHIPPING & DELIVERY**

3.1.1. In addition to the general requirements for shipping and delivery which are stated in the Contract, the Contractor must ensure that all components which may be subject to wear or damage through shipping are properly preserved, packaged and protected. Any damage or wear sustained through shipping must be corrected by the Contractor prior to assembly or installation on board the vessel.

## **4. TESTS & TRIALS**

### **4.1. GENERAL**

### **4.2. INSTALLATION AND SET-TO-WORK INSTRUCTIONS**

4.2.1. The Site Assembly Instructions must be sufficiently detailed to assure correct and efficient assembly by the selected shipyard. These instructions must include procedures for the shipyard to correctly uncrate, install and assemble the HVAC System.

4.2.2. Contractor must supply information required for Coast Guard to develop an installation statement of work with in 3 months of Contract award. Information which may be requested is as follows:

4.2.2.1. The Contractor must provide a detailed installation plan which includes connections for electrical, ventilation duct connection, cooling water supply and discharge.

4.2.2.2. The Set-to-Work Procedures must be sufficiently detailed such that mechanical, electrical, and piping components will be correctly connected, terminated and prepared for operation by the shipyard.

4.2.2.3. Initial start-up procedures must be provided with step by step instructions.

### **4.3. FINAL INSPECTION & ACCEPTANCE**

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4.3.1. The Technical Authority, or a representative of the Technical Authority, will conduct the final inspection and will advise the Contracting Authority when the Work is ready for Acceptance as per the Contract.

## **5. FIELD SERVICE REPRESENTATIVE**

### **5.1. SEPARATE CONTRACT**

5.1.1. The shipyard / repair facility will be separately responsible to engage a Field Service Representative, if required.

## **6. DELIVERABLES**

6.1.1. One complete HVAC system, as described in Sections [2.1 to 2.3]

6.1.2. All Special Purpose Tools required to maintain the unit.

### **6.2. DESIGN & PRODUCTION DOCUMENTS**

6.2.1. The Contractor must supply preliminary information for the installation including dimensional information, makes and models of equipment and fittings. This information should be provided within four (2 w) weeks of Contract Award. The information must be in .pdf format and must be submitted to the Technical Authority via email.

6.2.2. The Contractor must supply a detailed installation plan and instructions to the TA within 3 months of Contract Award.

### **6.3. FINAL DELIVERABLE DOCUMENTATION**

6.3.1. The contractor must supply a final information package to be delivered with the HVAC System:

6.3.1.1. Set-to-work instructions,

6.3.1.2. An Operator and Maintenance Manual (one electronic copy in English and French, 2 paper copies in English) which must include:

6.3.1.2.1. Operating instructions,

6.3.1.2.2. Maintenance Instructions,

6.3.1.2.3. Fault Finding instructions,

6.3.1.2.4. General Arrangement drawings,

6.3.1.2.5. Wiring and Control General Arrangement drawings,

6.3.1.2.6. Electrical component schematics and part identification index,

6.3.1.2.7. Spare parts and tool lists;

6.3.2. Electronic copies of documentation must be in both pdf format and the original source format, either Word or Excel or AutoCAD, latest version.

## **7. WARRANTY**

7.1.1. The minimum warranty requirements are stated in the Contract.

N° de l'invitation - Solicitation No.  
F1782-21C020/A  
N° de réf. du client - Client Ref. No.  
F1782-21C020/

N° de la modif - Amd. No.  
003  
File No. - N° du dossier  
XLV-1-44048

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

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- 7.1.2. For the purpose of installation, various components may require to be separated and subsequently reassembled. If separation and reassembly is required, this practice must not void the manufacturer's warranty.
- 7.1.3. The warranty period must commence at the time of acceptance of the unit by Canada and be valid for 12 months. Canada prefers a longer warranty.

**END OF DOCUMENT**

**ANNEX “B” BASIS OF PAYMENT**

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

**B1. Contract Price**

Prices are all inclusive for the provision of ALL necessary labour, tools, equipment and materials; transportation, mileage, accommodations and meals. No other charges will be allowed.

Item	Description	Price unit	Number of unit	Lot price
a.	<b>Known work</b> For the work, material Design, and build, as stated in Annex A – Requirement (excluding shipping) For a FIRM PRICE of (\$CAD):	\$	1	\$
b.	<b>Shipping Cost ( for a. herein)</b> Shipping cost including HVAC components/material as per contract terms and conditions For a FIRM PRICE of (\$CAD):	\$	1	\$
c.	<b>Custom and duties ( for a. herein)</b> Shipping custom and duties For a FIRM PRICE of (\$CAD):	\$	1	\$
d.	<b>Evaluated Price (a. to c.)</b> Applicable taxes are extra For a FIRM PRICE of (\$CAD):			\$
<b>DELIVERY OFFERED FROM RECEIPT OF ORDER on or before October 20, 2022</b>				

Note: The “Total Estimated Cost” or “Revised Estimated Cost” given on Page 1 of the Contract or Contract Amendment includes an estimate of the Applicable Taxes [refer to the General Conditions].

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

**B.3 Unscheduled Work**

A. Price Breakdown:

The Contractor must, upon request, provide a price breakdown for all unscheduled work, by specific activities with trades, person-hours, material, subcontracts and services.

B. Pro-rated Prices:

Hours and prices for unscheduled work will be based on comparable historical data applicable to similar work at the same facility, or will be determined by pro-rating the quoted work costs in the Contract when in similar areas of the vessel.

C. Payment for Unscheduled Work:

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The Contractor will be paid for unscheduled work arising, as authorized by Canada. The authorized unscheduled work will be calculated as follows:

Number of hours (to be negotiated) X \$ \_\_\_\_\_, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus applicable Taxes calculated on the total cost of material and labour.

The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

- B3.1** Notwithstanding definitions or usage elsewhere in this document, or in the Contractor's Cost Management System, when negotiating Hours for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package. Elements of Related Labour Costs identified in B2.2, will not be negotiated, but will be compensated for in accordance with B2.2.
- B3.2** Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, Estimating and fringe benefit (contractor contribution only) will be included as Overhead for the purposes of determining the Charge-out Labour Rate set out in clause B2.
- B3.3** The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Charge out Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

**B4 Overtime**

1. The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the details of the overtime performed pursuant to the written authorization.

Payment for authorized overtime will be calculated as follows:

For time and one half: \$ \_\_\_\_\_ per hour, or

For double time: \$ \_\_\_\_\_ per hour.

2. The above premiums will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit, plus profit of 7.5 percent on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract, including all amendments and are subject to audit if considered necessary by Canada.

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## ANNEX "C" INSURANCE REQUIREMENT

### C.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - n. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

N° de l'invitation - Solicitation No.  
F1782-21C020/A  
N° de réf. du client - Client Ref. No.  
F1782-21C020/

N° de la modif - Amd. No.  
003  
File No. - N° du dossier  
XLV-1-44048

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

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**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**C.2 Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

N° de l'invitation - Solicitation No.  
F1782-21C020/A  
N° de réf. du client - Client Ref. No.  
F1782-21C020/

N° de la modif - Amd. No.  
003  
File No. - N° du dossier  
XLV-1-44048

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

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**ANNEX “D” to PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS**

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

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

## **ANNEX "E" EVALUATION MANDATORY CRITERIAS**

1. The technical portion of the Bid will be evaluated against the mandatory technical criteria specified in Table D1 and the point-rated technical criteria specified in Table D2.
2. For a given criterion, the Bid must include all information to sufficiently demonstrate compliance with the criterion.
3. The Technical Bid should include a completed Table D1 and Table D2 that cross-references the appropriate location(s) within the Bid where such information can be found.
4. Canada will not make any assumptions regarding unclear or incomplete responses. Canada will only evaluate documentation provided as part of the Bid submission.
5. 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.
6. Failure to include the information for any given mandatory criterion will render the Bid non-responsive to that criterion.
7. Table D2 identifies the scoring scheme for each point-rated criterion. Other than the identified available point scores, no other point scores will be provided.
8. Failure to provide the information for any given point-rated criterion will render the Bid receiving zero points for that criterion.
9. The Bid must obtain the minimum (min) score points for each technical evaluation criterion which is subject to point rating to be deemed responsive.

**Table E1: Mandatory Technical Criteria**

Item	Annex A Reference	Mandatory Technical Criteria	Criteria Met / Not Met	Bid Reference
<b>The Bid must include the following items:</b>				
M1	2.1.1	2.1.1. The Contractor must provide a heating, ventilation and air conditioning Unit (HVAC) that is of the same capacity as what is currently fitted and fits into the current machinery space on the CCGS John P Tully, it must meet all applicable standards and regulations. In addition this system must include humidity control.		
M2	2.1.2	2.1.2. The HVAC system must be of same capacity as existing. Each zone must have a thermostat for reheat and dehumidification purposes.		
M3	2.1.3	2.1.3. The system is to be fitted into a machinery space and must be able to operate at an ambient temperature range from -5 to 45 degrees Celsius, ambient relative humidity of 95% or less, vessel roll of 20 degrees, and pitch of 10 degrees.		
M4	2.1.4	2.1.4. The HVAC system must include a humidifier capable of providing and maintaining a relative humidity within a range from thirty (30) percent minimum to seventy (70) percent maximum. General operations must maintain from 40-50%. Previous humidity controls are no longer in place and existing water supply is available.		
M5	2.1.5	2.1.5. The HVAC system must have access for the ship's crew to perform maintenance on all components.		
M6	2.1.8	2.1.8. All Fans, motors and compressors must be installed on resilient mounts.		
M7	2.1.9	2.1.9. All galvanized steel used in housings and ducting must be minimum of 14 gauge. All new ducting must be fitted with cleaning access panels. Panels must be large enough for cleaning and inspection and allow access at areas not less than 5 feet apart.		
M8	2.1.10	2.1.10. The HVAC must be fully automated and be able to run continuously.		
M9	5.3.1	6.3.1. The contractor must supply a final information package to be delivered with the HVAC System:		

Item	Annex A Reference	Mandatory Technical Criteria	Criteria Met / Not Met	Bid Reference
<p><b>The Bid must include the manufacturer's technical data which clearly indicates the meeting of the following mandatory criteria:</b></p> <p><b>Note that technical data shown elsewhere in the bid, that is not demonstrated within the manufacturers technical data, will be deemed as acceptable.</b></p>				
M10	2.1.7.1	<p>A water-cooled air conditioning system on glycol loop with Sea water heat exchanger of a minimum of 40 tons nominal cooling capacity. Design must include allowance for condensate drain. Sea Water supply is existing.</p>		
M11	2.1.7.2	<p>Air handler must incorporate efficient fan and motor setup to match existing ducting see reference drawings for ventilation arrangement. This unit must include new electric heating that allows access for service. Electric heat must be 100KW and grouped for 4 stages at minimum 25 kW each.</p>		
M12	2.1.7.6	<p>2.1.7.6. Control Panel with the following capability:  2.1.7.6.1. Provide Alarm and monitoring for the following:  2.1.7.6.1.1.High and low Pressure-Compressor  2.1.7.6.1.2.Overloads  2.1.7.6.1.3.Oil pressure-Compressor  2.1.7.6.1.4.Condensing Unit Failure  2.1.7.6.1.5.Fan Motor Failure  2.1.7.6.1.6.Low Temperature Alarm</p>		

M13	2.1.6.1	The HVAC must be able to run on the ships 460 volt 60hz 3phase AC power		
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Item	Annex A Reference	Mandatory Technical Criteria	Criteria Met / Not Met	Bid Reference
<p><b>The Bid must include a detailed schematic which clearly identifies the dimensions of the proposed equipment. The dimensions must meet the following mandatory criteria:</b></p>				
M14	2.1.6	The HVAC footprint must not exceed the foot print of the current units. Air handler unit inclusive of filter, sterilizer, humidifier = 109" l x 86" w x 76" h air conditioner unit = 29" l x 36" w x mas 101" h .		

Item	Annex A Reference	Mandatory Technical Criteria	Criteria Met / Not Met	Bid Reference
<p><b>The Bid must include <u>documentation</u> which clearly states the Bidder's intent to meet the following mandatory criteria:</b></p>				
M15	1.4.1	The final design and equipment models must be submitted to the TA prior to construction or fabrication for ABS review. The contractor must allow for at least 4 weeks for review.		
M16	1.6.1	The Contractor must supply preliminary information for CCG approval. The design must include dimensional information, and fitting. This information should be provided within 6 weeks of Contract Award. CCG will provide approval within 4 weeks of receipt.		

**Table E2: Point-Rated Technical Criteria**

Point rating of the following technical criteria will be conducted. The Bid must obtain the required minimum of 4 points overall for the point-rated technical criterion. The rating is performed on a scale of 20 points.

Item	Annex A Reference	Point-Rated Technical Criteria	Evaluation Criteria	Scoring	Bid Reference
P1	2.1.12.1	The AC system to be split into 2 or 3 stages for redundancy and capacity control. Max Score Points: 10 Points Min Score Points: 4 Points	AC System split into 3 stages	10	
			AC System split into 2 stages	7	
			AC System has 1 stage	4	
P2	2.1.12.3	AC system on frame set up with compressors and water-cooled condenser on the bottom allowing modular AHU to be mounted above. Max Score Points : 5 Points Min Score Points : 0 Points	AC and AHU on stack frame set up.	5	
			AC and AHU with in foot print of current AHU.	3	
			AC fits in current foot print of AC and AHU fits in current foot print of AHU.	0	
P3	2.1.12.2	Reuse of existing MCR located speed drive. Max Score Points : 5 Points Min Score Points: 0 points	Speed drive can be reused as is.	5	
			Utilization of the speed drive requires additional equipment or reconfiguration.	3	
			Speed drive not used.	0	

## ANNEX "F" FINANCIAL EVALUATION

### Bidder's Instructions

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

### F.1 Pricing Schedule

Prices are all inclusive for the provision of ALL necessary labour, tools, equipment and materials; transportation, mileage, accommodations and meals. No other charges will be allowed.

Item	Description	Price unit	Number of unit	Lot price
a.	<b>Known work</b> For the work, material Design, and build, as stated in Annex A – Requirement (excluding shipping) For a FIRM PRICE of (\$CAD):	\$	1	\$
b.	<b>Shipping Cost ( for a. herein)</b> Shipping cost including HVAC components/material as per contract terms and conditions For a FIRM PRICE of (\$CAD):	\$	1	\$
c.	<b>Custom and duties ( for a. herein)</b> Shipping custom and duties For a FIRM PRICE of (\$CAD):	\$	1	\$
d.	<b>Evaluated Price (a. to c.)</b> Applicable taxes are extra For a FIRM PRICE of (\$CAD):			\$
<b>DELIVERY OFFERED FROM RECEIPT OF ORDER on or before October 20, 2022</b>				

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

### F.3 Unscheduled Work

A. Price Breakdown:

The Contractor must, upon request, provide a price breakdown for all unscheduled work, by specific activities with trades, person-hours, material, subcontracts and services.

B. Pro-rated Prices:

Hours and prices for unscheduled work will be based on comparable historical data applicable to similar work at the same facility, or will be determined by pro-rating the quoted work costs in the Contract when in similar areas of the vessel.

C. Payment for Unscheduled Work:

The Contractor will be paid for unscheduled work arising, as authorized by Canada. The authorized unscheduled work will be calculated as follows:

N° de l'invitation - Solicitation No.  
F1782-21C020/A  
N° de réf. du client - Client Ref. No.  
F1782-21C020/

N° de la modif - Amd. No.  
003  
File No. - N° du dossier  
XLV-1-44048

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

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Number of hours (to be negotiated) X \$ \_\_\_\_\_, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus applicable Taxes calculated on the total cost of material and labour.

The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

- F.3.1** Notwithstanding definitions or usage elsewhere in this document, or in the Contractor's Cost Management System, when negotiating Hours for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package. Elements of Related Labour Costs identified in B2.2, will not be negotiated, but will be compensated for in accordance with B2.2.
- F.3.2** Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, Estimating and fringe benefit (contractor contribution only) will be included as Overhead for the purposes of determining the Charge-out Labour Rate set out in clause B2.
- F.3.3** The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Charge out Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

**F.4 Overtime**

1. The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the details of the overtime performed pursuant to the written authorization.

Payment for authorized overtime will be calculated as follows:

For time and one half: \$ \_\_\_\_\_ per hour, or

For double time: \$ \_\_\_\_\_ per hour.

2. The above premiums will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit, plus profit of 7.5 percent on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract, including all amendments and are subject to audit if considered necessary by Canada.