



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
soumissions - TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Marine Machinery and Services / Machineries et services
maritimes

11 Laurier St. / 11, rue Laurier

Place du Portage III, 8B3

Gatineau

Québec

K1A 0S5

Title - Sujet MSPV Air Compressors Replacement	
Solicitation No. - N° de l'invitation F7044-210626/A	Date 2021-12-03
Client Reference No. - N° de référence du client F7044-210626	
GETS Reference No. - N° de référence de SEAG PW-\$\$ML-060-28429	
File No. - N° de dossier 060ml.F7044-210626	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2022-01-17 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Therrien, Jeremy	Buyer Id - Id de l'acheteur 060ml
Telephone No. - N° de téléphone (819) 271-7187 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	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

MSPV AIR COMPRESSORS REPLACEMENT REQUEST FOR PROPOSAL (RFP)

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MSPV AIR COMPRESSORS REPLACEMENT REQUEST FOR PROPOSAL (RFP)

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

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

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

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

Part 6 - Resulting Contract Clauses: includes the clauses and conditions which will apply to the resulting Contract;

Annex A - Statement of Work;

Annex B - Basis of Payment;

Annex C - Contractor Disclosure of Foreground Information;

Annex D - Mandatory Technical Criteria Evaluation;

Annex E - Financial Evaluation;

Annex F - Electronic Payment Instruments;

Annex G - List of Names;

Annex H - Certificate of Independent Bid Determination; and

Annex I - COVID-19 Vaccination Requirement Certification - Bid Solicitation.

1.2 Security Requirements

No Security Requirement is associated with this bid solicitation.

1.3 Statement of Work

The Work to be performed is detailed under the clause entitled "Statement of Work", of Part 6 - Resulting Contract Clauses.

1.4 Debriefings

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

1.5 Transmission by the epost Connect Service

This bid solicitation allows Bidders to use the [epost Connect service](#) provided by Canada Post Corporation to submit their bid in a soft copy. For more information, consult Part 2 - Bidder Instructions, and Part 3 - Bid Preparation Instructions.

1.6 COVID-19 Vaccination Requirement

The requirement is subject to the [COVID-19 Vaccination Policy for Supplier Personnel](https://buyandsell.gc.ca/covid-19-vaccination-policy-for-supplier-personnel#:~:text=As%20of%20November%2015%2C%202021,certification%20to%20their%20contracting%20authority) (<https://buyandsell.gc.ca/covid-19-vaccination-policy-for-supplier-personnel#:~:text=As%20of%20November%2015%2C%202021,certification%20to%20their%20contracting%20authority>). Failure to submit the COVID-19 Vaccination Requirement Certification - Bid Solicitation, with their bid will render the bid non-responsive.

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 specified in the [Standard Acquisition Clauses and Conditions \(SACC\) 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 (PWGSC).

Bidders agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting Contract.

[2003](#) (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, apply to and form part of the bid solicitation.

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

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

All other provisions remain in effect.

2.2 Submission of Bids

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

2.3 Transmission by the epost Connect Service

Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) provided by Canada Post Corporation. The process to follow is available on the [Steps to Submit a Bid Using epost Connect Service](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>) webpage.

The only acceptable email address to use with epost Connect for responses to bid solicitations issued by Public Works and Government Services Canada (PWGSC) in the National Capital Region is: TPSGC.DGAreceptiondessaoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca.

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

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

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

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

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

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

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

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

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

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

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

2.4 Improvement of Requirement During the Bid Solicitation

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

2.5 Enquiries

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must

be clearly marked "proprietary" at each relevant item. Items marked "proprietary" will be treated as such except when Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the questions is eliminated and to allow the submission of the answers to all potential Bidders. Enquiries not submitted in a form that can be distributed to all potential Bidders may not be answered by Canada.

2.6 Applicable Laws

The resulting Contract must be interpreted and governed, and the relations between the parties determined, in accordance with the laws in force in British Columbia.

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

2.7 Bid Challenge and Recourse Mechanisms

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

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

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

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

2.8 Commitment to Green Procurement

As specified in the [Policy on Green Procurement \(https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573\)](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573), and the [Greening Government Strategy \(https://www.canada.ca/en/treasury-board-secretariat/services/innovation/greening-government/strategy.html\)](https://www.canada.ca/en/treasury-board-secretariat/services/innovation/greening-government/strategy.html), the Government of Canada is committed to net-zero carbon and climate-resilient operations, while also reducing environmental impacts beyond carbon, including on waste, water and biodiversity. Led by the Centre for Greening Government of the Treasury Board of Canada Secretariat, the Government of Canada will ensure that Canada is a global leader in government operations that are net-zero, resilient and green.

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

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

2.9 Best Delivery Date**Firm Quantity**

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

Optional Quantity

If an option is exercised, the best delivery that could be offered is _____ ("calendar days" or "week(s)" or "month(s)") from the effective date of the Contract.

2.10 Condition of Material

Material supplied must be new and in accordance with the latest issue of the drawing, Model Number, Part Number, specifications and description, as applicable, in accordance with Annex A - Statement of Work.

2.11 No Substitute Products

Bidders must provide products that are of the same brand name, Model Number, Part Number, specifications and description, as applicable, in accordance with Annex A - Statement of Work. Bidders are advised that substitute products will not be considered.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Bids should be in separately bound sections as follows:

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

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

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

Bids should be in the following format:

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

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

Section I: Technical Bid

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

Bidders must submit their Technical Bid in accordance with the Mandatory Technical Criteria Evaluation table detailed under the clause entitled "Mandatory Technical Criteria", of Part 4 - Evaluation Procedures and Basis of Selection.

Section II: Financial Bid

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

Bidders must submit their Financial Bid in accordance with:

- a. the clause entitled "Financial Evaluation", of Part 4 - Evaluation Procedures and Basis of Selection;
- b. the clause entitled "Basis of Payment", of Part 6 - Resulting Contract Clauses;
- c. Annex B - Basis of Payment; and
- d. Annex E - Financial Evaluation.

Bidders must submit firm prices that will apply during the resulting Contract period if a resulting Contract is awarded to them.

Section III: Certifications and Additional Information

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

3.2 Electronic Payment of Invoices

Bidders willing to accept payment of invoices by Electronic Payment Instruments, the Bidder must submit Annex F - Electronic Payment Instruments, to identify which ones are accepted. If the Annex is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.3 Exchange Rate Fluctuation

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

3.4 Accessible Procurement

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

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

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

4.1.1 Award of a Contract Internal Approvals Process

The award of a Contract is subject to the internal approvals process of Public Works and Government Services Canada (PWGSC), which includes a requirement to approve funding in the amount of any proposed Contract. Despite the fact that the Bidder may have been recommended for the award of a Contract, a Contract will only be awarded if internal approval is granted in accordance with the internal policies of Public Works and Government Services Canada (PWGSC). If approval is not granted, there will be no award of a Contract.

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Criteria

The Bidder must complete the Mandatory Technical Criteria Evaluation table attached in Annex D - Mandatory Technical Criteria Evaluation. If the Bidder fails any Mandatory Technical Criterion, the bid will be technically non-compliant.

The Bidder must explain and demonstrate how they meet the requirements and how they are compliant with all Mandatory Technical Criteria by providing substantial information describing completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the bid solicitation is not sufficient.

4.1.3 Financial Evaluation

Bidders must submit firm prices for all items specified in Annex E - Financial Evaluation.

If not enough firm prices are provided with the bid to complete Annex E - Financial Evaluation, before the bid solicitation closing date, the bid will be financially non-compliant since there won't be enough information to evaluate the bid.

4.1.3.1 Evaluated Price

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

The evaluated price is calculated in accordance with Annex E - Financial Evaluation.

4.2 Basis of Selection - Mandatory Technical Criteria

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all Mandatory Technical Criteria.

Solicitation No. - N° de l'invitation

F7044-210626/A

Client Reference No. - N° de référence du client

F7044-210626

Amendment No. - N° de la modification

File No. - N° de dossier

060ml.F7044-210626

Buyer's ID - ID de l'acheteur

060ml

CCC No./FMS No. - N° CCC/N° VME

Bids not meeting (a) and (b) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for the award of a Contract.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

Compliance with the certifications Bidders provide to Canada is subject to verification by Canada during the evaluation of bids and after Contract Award. The Contracting Authority will have the right to ask for additional information to verify Bidders' compliance with the certifications before the award of a Contract. If any certification is found to be or becomes untrue, whether made deliberately or negligently, the bid will be declared non-responsive during the evaluation of bids, or the Contractor in default during the resulting Contract period. Failure to comply with the certifications or to comply with any request or requirement imposed by the Contracting Authority, the bid will be declared non-responsive during the evaluation of bids, or the Contractor in default during the resulting Contract period.

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, Bidders must submit the [Integrity Declaration Form](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>) with their bid, as applicable, to be given further consideration in the bid solicitation.

5.1.2 COVID-19 Vaccination Requirement Certification

In accordance with the [COVID-19 Vaccination Policy for Supplier Personnel](https://buyandsell.gc.ca/covid-19-vaccination-requirement-for-supplier-personnel#:~:text=As%20of%20November%2015%2C%202021,certification%20to%20their%20contracting%20authority) (<https://buyandsell.gc.ca/covid-19-vaccination-requirement-for-supplier-personnel#:~:text=As%20of%20November%2015%2C%202021,certification%20to%20their%20contracting%20authority>), Bidders must submit the COVID-19 Vaccination Requirement Certification - Bid solicitation, with their bid to be given further consideration in the bid solicitation. This Certification is incorporated into the bid solicitation on its closing date, and forms a binding part of the resulting Contract. The Bidder must submit Annex I - COVID-19 Vaccination Requirement Certification - Bid Solicitation.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a period within which to provide the information. Failure to provide the certifications or the additional information listed below within the period provided will render the bid non-responsive.

5.2.1 Integrity Provisions - Required Documentation

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

5.2.2 Certificate of Independent Bid Determination

The Certificate of Independent Bid Determination is to deter bid-rigging by requiring Bidders to disclose all relevant facts about any communications or arrangements a Bidder has entered into with its competitors regarding a bid solicitation. The [Competition Act, R.S.C. 1985, c. C-34](#) prohibits any arrangements

between Bidders that are not disclosed to the Contracting Authority. The use of a Certificate of Independent Bid Determination can also facilitate the prosecution of Bidders for bid-rigging offences. The Bidder must provide the required documentation to be given further consideration in the bid solicitation. The Bidder should submit Annex H - Certificate of Independent Bid Determination.

5.2.3 Federal Contractors Program for Employment Equity - Certification

By bidding, the Bidder warrants and 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 Employment and Social Development Canada (ESDC) - Labour (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-Contractor-program.html#s4>) webpage.

Canada will have the right to declare a bid non-responsive during the evaluation of bids or the Contractor in default during the resulting Contract period, if the Bidder, or any member of the Bidder if the Bidder is a joint venture, appears on the FCP Limited Eligibility to Bid List.

5.2.4 List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the items to be purchased, a description of the Work to be performed and the location of the performance of that Work. The list should not include the purchase of commercial items, software and such standard items 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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

No Security Requirement is applicable to the Contract.

6.2 Statement of Work

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

6.2.1 Optional Goods and Services

The Contractor grants to Canada the irrevocable option to acquire the goods and services specified in Annex A - Statement of Work, under the same conditions and in accordance with Annex B - Basis of Payment. The option may be exercised at any time before the Contract expiry date, through a Contract amendment issued by the Contracting Authority.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are specified in the [Standard Acquisition Clauses and Conditions \(SACC\) 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 (PWGSC).

6.3.1 General Conditions

[2030](#) (2020-05-28), General Conditions - Goods - Higher Complexity, apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

[4006](#) (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information; and [4010](#) (2012-07-16), Services - Higher Complexity; apply to and form part of the Contract.

6.3.3 Supplemental General Conditions - Compliance with On-site Measures, Standing Orders, Policies and Rules

The Contractor must comply and ensure that its employees and subcontractors comply with all standing orders, security measures, regulations, policies, rules, directives and instructions in force on the site where the Work is performed.

6.4 Term of Contract

6.4.1 Contract Period

The Contract period is from the effective date of the Contract to March 31st, 2027, inclusive.

6.4.1.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the Contract period by up to 3 additional 1 year periods under the same conditions and in accordance with Annex B - Basis of

Payment. The option may be exercised at any time before the Contract expiry date, through a Contract amendment issued by the Contracting Authority.

6.4.2 Delivery

6.4.2.1 Delivery Date

Firm Quantity

All the deliverables must be performed, completed, delivered and accepted _____ ("calendar days" or "week(s)" or "month(s)") from the effective date of the Contract.

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

Optional Quantity

If an option is exercised, all the deliverables must be performed, completed, delivered and accepted _____ ("calendar days" or "week(s)" or "month(s)") after an option is exercised.

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

6.4.2.2 Delivery Points

a. Institute of Ocean Sciences - For CCGS Captain Goddard M.S.M.

Address: 9860 WEST SAANICH ROAD
SIDNEY, BRITISH COLUMBIA V8L 4B2
CANADA

b. Institute of Ocean Sciences - For CCGS M. Charles M.B.

Address: 9860 WEST SAANICH ROAD
SIDNEY, BRITISH COLUMBIA V8L 4B2
CANADA

c. Pêches et Océans Canada - For CCGS A. LeBlanc

Address: 101 BOULEVARD CHAMPLAIN
DÉPÔT 18
QUEBEC, QUEBEC G1K 7Y7
CANADA

d. Bedford Institute of Oceanography - For CCGS G. Peddle S.C.

Address: 1 CHALLENGER DRIVE
DARTMOUTH, NOVA SCOTIA B2Y 4A2
CANADA

e. Pêches et Océans Canada - For CCGS Constable Carrière

Address: 101 BOULEVARD CHAMPLAIN
DÉPÔT 18
QUEBEC, QUEBEC G1K 7Y7
CANADA

f. Bedford Institute of Oceanography - For CCGS Corporal Teather C.V.

Address: 1 CHALLENGER DRIVE
DARTMOUTH, NOVA SCOTIA B2Y 4A2
CANADA

g. Pêches et Océans Canada - For CCGS Caporal Kaeble V.C.

Address: 101 BOULEVARD CHAMPLAIN
DÉPÔT 18
QUEBEC, QUEBEC G1K 7Y7
CANADA

h. Institute of Ocean Sciences - For CCGS Private Robertson V.C.

Address: 9860 WEST SAANICH ROAD
SIDNEY, BRITISH COLUMBIA V8L 4B2
CANADA

i. Bedford Institute of Oceanography - For CCGS Corporal McLaren M.M.V.

Address: 1 CHALLENGER DRIVE
DARTMOUTH, NOVA SCOTIA B2Y 4A2
CANADA

6.4.2.3 Delivery and Unloading

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

At the time of delivery, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.

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

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

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

6.4.4 Prepaid Transportation Costs

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

6.4.5 Wood Packaging Materials

All wood packaging materials used in shipping must be in accordance with the current issue of [ISPM 15](#) - Regulation of Wood Packaging Material in International Trade.

For more information on Canada's import and export programs, consult the Canadian Food Inspection Agency (CFIA) policy directives:

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jeremy Therrien
 Title: Supply Specialist
 Directorate: Public Services and Procurement Canada
 Marine Services and Small Vessels Sector
 Refit, Logistics and Small Vessel Construction Directorate
 Machinery and Logistics Support Division - ML
 Address: 11 LAURIER STREET, PLACE DU PORTAGE III, 6A2-25
 GATINEAU, QUEBEC K1A 0S5
 CANADA
 Cellphone: (819) 271-7187
 Email address: Jeremy.Therrien@tpsgc-pwgsc.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
 Title: _____
 Directorate: _____

 Address: _____

 Telephone: _____
 Cellphone: _____
 Facsimile: _____
 Email address: _____

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

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

6.5.3 Inspection Authorities

The Inspection Authority is the representative of the client department or agency for whom the Work is being performed under the Contract and is responsible for the inspection of the Work and acceptance of the completed Work. The Inspection Authority may be represented on-site by a designated inspector and any other Government of Canada inspector who may from time to time be assigned in support of the designated Inspector.

a. Institute of Ocean Sciences - For CCGS Captain Goddard M.S.M.

Name: _____
Title: _____
Directorate: Canadian Coast Guard (CCG)
CCGS Captain Goddard M.S.M.
Address: _____

CANADA
Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____
Ship Email address: _____

b. Institute of Ocean Sciences - For CCGS M. Charles M.B.

Name: _____
Title: _____
Directorate: Canadian Coast Guard (CCG)
CCGS M. Charles M.B.
Address: _____

CANADA
Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____
Ship Email address: _____

c. Pêches et Océans Canada - For CCGS A. LeBlanc

Name: _____
Title: _____
Directorate: Canadian Coast Guard (CCG)
CCGS A. LeBlanc
Address: _____

CANADA
Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____
Ship Email address: _____

Solicitation No. - N° de l'invitation
F7044-210626/A
Client Reference No. - N° de référence du client
F7044-210626

Amendment No. - N° de la modification

File No. - N° de dossier
060ml.F7044-210626

Buyer's ID - ID de l'acheteur
060ml
CCC No./FMS No. - N° CCC/N° VME

d. Bedford Institute of Oceanography - For CCGS G. Peddle S.C.

Name: _____
Title: _____
Directorate: Canadian Coast Guard (CCG)
CCGS G. Peddle S.C.
Address: _____

CANADA
Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____
Ship Email address: _____

e. Pêches et Océans Canada - For CCGS Constable Carrière

Name: _____
Title: _____
Directorate: Canadian Coast Guard (CCG)
CCGS Constable Carrière
Address: _____

CANADA
Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____
Ship Email address: _____

f. Bedford Institute of Oceanography - For CCGS Corporal Teather C.V.

Name: _____
Title: _____
Directorate: Canadian Coast Guard (CCG)
CCGS Corporal Teather C.V.
Address: _____

CANADA
Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____
Ship Email address: _____

g. Pêches et Océans Canada - For CCGS Caporal Kaeble V.C.

Name: _____
Title: _____
Directorate: Canadian Coast Guard (CCG)
CCGS Caporal Kaeble V.C.

Solicitation No. - N° de l'invitation
F7044-210626/A
Client Reference No. - N° de référence du client
F7044-210626

Amendment No. - N° de la modification

File No. - N° de dossier
060ml.F7044-210626

Buyer's ID - ID de l'acheteur
060ml
CCC No./FMS No. - N° CCC/N° VME

Address: _____

CANADA
Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____
Ship Email address: _____

h. Institute of Ocean Sciences - For CCGS Private Robertson V.C.

Name: _____
Title: _____
Directorate: **Canadian Coast Guard (CCG)
CCGS Private Robertson V.C.**
Address: _____

CANADA
Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____
Ship Email address: _____

i. Bedford Institute of Oceanography - For CCGS Corporal McLaren M.M.V.

Name: _____
Title: _____
Directorate: **Canadian Coast Guard (CCG)
CCGS Corporal McLaren M.M.V.**
Address: _____

CANADA
Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____
Ship Email address: _____

6.5.4 Contractor's Representatives

The Contractor's Representatives for the Contract are:

General enquiries

Name: _____
Title: _____
Organization: _____
BN: _____ (Business Number)
PBN: _____ (Procurement Business Number)
Address: _____

Solicitation No. - N° de l'invitation
F7044-210626/A
Client Reference No. - N° de référence du client
F7044-210626

Amendment No. - N° de la modification
File No. - N° de dossier
060ml.F7044-210626

Buyer's ID - ID de l'acheteur
060ml
CCC No./FMS No. - N° CCC/N° VME

Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____

Delivery follow-up

Name: _____
Title: _____
Organization: _____
BN: _____ (Business Number)
PBN: _____ (Procurement Business Number)
Address: _____

Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____

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

Suppliers interested in doing business with Canada are encouraged to [Register as a Supplier](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier) (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>) on the [Supplier Registration Information \(SRI\)](https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJdGlrbj1yZWdpc3Rlci5pbmRybyZpZD03) system (<https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJdGlrbj1yZWdpc3Rlci5pbmRybyZpZD03>) to be assigned a Procurement Business Number (PBN).

6.6 Payment

6.6.1 Basis of Payment - Firm Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in accordance with Annex B - Basis of Payment. Canadian customs duties are included and Applicable Taxes are excluded.

6.6.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed CAD _____. Canadian customs duties are included and Applicable Taxes are excluded.

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

No increase in the total liability of Canada or in the price of the Work resulting from any design change, modification or interpretation of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized in writing by the Contracting Authority before their incorporation into the Work. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- when 75% of this amount has been committed;
- four months before the Contract expiry date; or
- as soon as the Contractor considers that the Contract funds provided are inadequate for the completion of the Work; whichever comes first.

If the notification is for inadequate Contract funds, the Contractor must provide the Contracting Authority with a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.6.3 Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. a complete and accurate invoice as well as any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all these documents have been approved by Canada;
- c. the amount claimed is in accordance with Annex B - Basis of Payment;
- d. all the Work has been completed and delivered; and
- e. all the Work has been accepted by Canada.

6.6.4 Electronic Payment of Invoices

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

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

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

6.6.5 Travel and Living Expenses

The Contractor will be responsible for travel and living expenses incurred; Canada will not reimburse these Costs.

6.6.6 Economic Price Adjustment

The Economic Price Adjustment is defined as the portion of the price or rate that will be directly affected by Consumer Price Index fluctuations. The Economic Price Adjustment should include all related taxes, duties and other costs paid by the Contractor and which are to be included in the new firm prices.

For each line item in the Basis of Payment where an Economic Price Adjustment is identified, Canada assumes the risks and benefits of Consumer Price Index fluctuations. For these items, the new firm prices are determined in accordance with the provision of this clause.

The initial firm prices, indicated in Annex B - Basis of Payment, will be adjusted to take into account the inflation or deflation for each new coming fiscal year. The new firm prices will be calculated in accordance with the following formula:

$$P_x = P_0 \times (i_x / i_0)$$

Where formula variables correspond to:

P₀: Initial firm prices

P_x: New firm prices

i₀: Initial Consumer Price Index

The annual average initial Consumer Price Index is set by Statistics Canada after the reference calendar year, under the Geography of "Canada" for the product group "All-items". Statistics Canada publishes its annual average Consumer Price Indexes on

- i_x: the Consumer Price Index, Annual Average, Not Seasonally Adjusted (<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000501>) webpage.
New Consumer Price Index
The annual average new Consumer Price Index is set by Statistics Canada after each calendar year, under the Geography of "Canada" for the product group "All-items". Statistics Canada publishes its annual average Consumer Price Indexes on the Consumer Price Index, Annual Average, Not Seasonally Adjusted (<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000501>) webpage.

Economic Price Adjustment					
Fiscal Year	Initial Consumer Price Index		New Consumer Price Index		Average (%) (E - C) / C = F
	Reference Calendar Year	CPI	Last Calendar Year	CPI	
A	B	C	D	E	F
2022-2023	2021		2021		
2023-2024	2021		2022		
2024-2025	2021		2023		
2025-2026	2021		2024		
2026-2027	2021		2025		

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

The fiscal year firm prices to use at the time of payment is determined by the date an option is exercised.

Canada reserves the right to audit any revision to costs and prices under this clause.

Example:

Economic Price Adjustment					
Fiscal Year	Initial Consumer Price Index		New Consumer Price Index		Average (%) (E - C) / C = F
	Reference Calendar Year	CPI	Last Calendar Year	CPI	
A	B	C	D	E	F
2017-2018	2016	128.4	2016	128.4	0.00%
2018-2019	2016	128.4	2017	130.4	1.56%
2019-2020	2016	128.4	2018	133.4	3.89%
2020-2021	2016	128.4	2019	136.0	5.92%
2021-2022	2016	128.4	2020	137.0	6.70%

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the article entitled "Invoice Submission", of the General Conditions 2030 (2020-05-28), Goods - Higher Complexity. Invoices cannot be submitted until all the Work identified in the invoice is completed.

Invoices must be distributed as follows:

- the original and one copy must be submitted to the address identified on page 1 of the Contract for certification and payment;
- one copy must be submitted to the Contracting Authority; and
- one copy must be submitted to the Technical Authority.

6.8 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, in accordance with the laws in force in _____ (Province or territory).

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

6.9 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any other document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the Supplemental General Conditions [4006](#) (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
- c. the Supplemental General Conditions [4010](#) (2012-07-16), Services - Higher Complexity;
- d. the General Conditions [2030](#) (2020-05-28), Goods - Higher Complexity;
- e. Annex A - Statement of Work;
- f. Annex B - Basis of Payment;
- g. Annex C - Contractor Disclosure of Foreground Information; and
- h. the Contractor's bid dated _____, as amended on _____.

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

6.10 Insurance - No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.11 Dispute Resolution

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

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

If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

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

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

6.12 Certifications and Additional Information

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the Contract period. If the Contractor does not comply with any

certification or if any certification is found to be or becomes untrue, whether made deliberately or negligently, Canada will have the right to terminate the Contract for default.

6.12.1 Disclosure Certification

On completion of the Work, the Contractor must submit to the Technical Authority and to the Contracting Authority a copy of the Disclosure Certification attached in Annex C - Contractor Disclosure of Foreground Information, stating that all applicable disclosures were submitted or that there were no disclosures to submit under Article 2 - Records and Disclosure of Foreground Information, of Supplemental General Conditions [4006](#) (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information.

Records and Disclosure of Foreground Information

During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation, ownership and about any sale or transfer of any right in the Foreground Information. The Contractor must report and fully disclose to Canada all Foreground Information, as required in the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information when requested by the Contracting Authority or a representative of the client department or agency for which the Contract is performed, whether before or after the completion of the Contract.

Before and after final payment to the Contractor, the Contractor must provide Canada with access to all records and supporting data that Canada considers pertinent to the identification of Foreground Information.

For any Intellectual Property that was developed or created in relation to the Work, Canada will be entitled to assume that it was developed or created by Canada, if the Contractor's records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Canada.

6.12.2 COVID-19 Vaccination Requirement Certification Compliance

If the COVID-19 Vaccination Requirement Certification - Bid Solicitation, is found to be or becomes untrue, whether made deliberately or negligently, Canada will have the right to declare the Contractor in default during the Contract period. Canada will have the right to ask for additional information to verify the Contractor's certifications. Failure to comply with any request or requirement imposed by Canada, Canada will have the right to declare the Contractor in default during the Contract period.

6.13 Permission to Subcontract

When, pursuant to the General Conditions applicable to the Contract, the consent of the Minister is required to subcontract a portion of the Work, the Contractor must submit to the Contracting Authority the form [PWGSC-TPSGC 1137](#) (<http://publiservice-app.pwgsc.gc.ca/forms/pdf/1137.pdf>) - Application for Permission to Subcontract.

6.14 Existing Technical Publications - Translation

The Contractor grants to Canada an irrevocable, non-exclusive, perpetual, world-wide, fully-paid and royalty-free license to translate and reproduce for government use all or any part of the technical publications supplied with the equipment delivered under the Contract. Copyright in the translation made by Canada or by independent Contractors engaged by Canada will belong to Canada.

6.15 Procedures for Design Change or Deviations

The Contractor must follow these procedures for any proposed design change or deviation to Contract specifications.

The Contractor must complete Part 1 of the form **PWGSC-TPSGC 9038** (<https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/9038-eng.html>) - Design Change/Deviation, and submit a soft copy in a PDF format, in an email, to the Technical Authority and one copy to the Contracting Authority.

The Contractor will be authorized to proceed upon receipt of the design change or deviation form signed by the Contracting Authority. A Contract amendment issued by the Contracting Authority will incorporate the design change or deviation in the Contract.

6.16 Vessel Manned Refits

The vessel will be manned during the Work period and will be considered to be in commission. The vessel during that period will remain in the care or custody of Canada and under its control.

Firefighting equipment must be readily accessible and made available by the Contractor should a fire emergency arise. The Contractor must take adequate precautions when burning or welding is carried out in compartments or other confined areas of the vessel.

6.17 Work Site Access

Authorized representatives of Canada must have access to any site where any part of the Work is being performed at any time during working hours to make examinations and such tests of the Work as they may think fit.

6.18 Vessel - Access by Canada

Canada reserves the right to have its personnel carry out limited Work on equipment on board the vessel. This Work will be carried out at times mutually acceptable to Canada and the Contractor.

6.19 Government Premises Regulations

The Contractor must comply with all security measures, regulations, policies, rules, directives and instructions in force on the site where the Work is performed.

6.20 Access to Facilities and Equipment

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

6.21 Identification Badge

Any individual assigned to the performance of any part of the Work that is performed on government premises must wear in a conspicuous place the identification badge issued to that individual by Canada.

When an individual must wear a safety helmet, the Contractor, if requested to do so by the Contracting Authority, must paint the number appearing on the badge on the front of the safety helmet.

6.22 Foreign Nationals - Canadian-based Contractor

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to Work temporarily in fulfillment of the Contract. If the Contractor wants to hire a foreign national to Work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary Work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

6.23 Foreign Nationals - Foreign-based Contractor

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to Work temporarily in fulfillment of the Contract. If the Contractor wants to hire a foreign national to Work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the information required, documents and authorizations before performing any Work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

6.24 Condition of Material

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must in accordance with the latest issue of the drawing, Model Number, Part Number, specifications and description, as applicable, that was in effect on the bid solicitation closing date.

6.25 Shelf Life

The Contractor must ensure that the Items specified in Annex A - Statement of Work, and Annex B - Basis of Payment, will contain 75% of the authorized shelf life in accordance with the current issue of ISO 2230 - Rubber Products - Guidelines for Storage, at the delivery date.

6.26 Age Control of Elastomeric Materials

The Contractor must apply age control for age sensitive elastomeric materials in accordance with the current issue of ISO 2230 - Rubber Products - Guidelines for Storage, to all components, accessories and to elastomeric items when the elastomeric items are used in contact with fuel, hydraulic fluid, oil, alcohol, or oxygen, or when the elastomeric items form part of a pneumatic, coolant or any other fluid or gaseous systems.

6.27 Electrical Equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the current issue of the IEEE 45 - Recommended Practice for Electric Installations on Shipboard, before delivery, by a certification organization accredited by the Standards Council of Canada.

6.28 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the

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Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

6.29 Incomplete Assemblies

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

6.30 Unauthorized Codes

The Contractor guarantees that the electronic mediums and software provided to Canada under the Contract have no malwares or unauthorized codes, whether or not through fault or negligence on the part of the Contractor. If Canada suffers any loss or damage due to malwares or unauthorized codes, the Contractor must reimburse all the expenses incurred by Canada to return its systems to their initial condition.

ANNEX A STATEMENT OF WORK

1.0 Scope

1.1. Objective

- 1.1.1. The Contractor must deliver an initial order of 2 new identical air compressor assemblies and the associated equipment to the Canadian Coast Guard (CCG) to replace the 2 existing air compressor assemblies on a Canadian Coast Guard Ship (CCGS) Mid-Shore Patrol Vessel (MSPV). As part of this initial order, the Contractor must provide a Field Service Representative (FSR) during the Harbour Acceptance Test (HAT) of each New Air Compressor Assembly (NACA).
- 1.1.2. If an option is exercised, the Contractor must deliver up to 8 additional orders; one for each one of the remaining 8 MSPVs. Each additional order is for the delivery of 2 new identical air compressor assemblies and the associated equipment to replace the 2 existing air compressor assemblies on each MSPV. Only for the additional order for the CCGS Corporal McLaren M.M.V. the Contractor must provide a Field Service Representative (FSR) during the Harbour Acceptance Test (HAT) of each New Air Compressor Assembly (NACA).
- 1.1.3. The removal and installation Work will not be part of the Contractor's Work.

1.2. List of Acronyms

ABS:	American Bureau of Shipping
AMR:	Auxiliary Machinery Room
CCG:	Canadian Coast Guard
CCGS:	Canadian Coast Guard Ship
COTS:	Commercial Off The Shelf
DFO:	Department of Fisheries and Oceans
FAT:	Factory Acceptance Test
FSR:	Field Service Representative
HAT:	Harbour Acceptance Test
MMR:	Main Machinery Room
MSPV:	Mid-Shore Patrol Vessel
NACA:	New Air Compressor Assembly
OHS:	Occupational Health and Safety
PLC:	Programmable Logic Controller
PWGSC:	Public Works and Government Services Canada
RO:	Recognized Organization
SOW:	Statement of Work
SPTATE:	Special Purpose Tools and Test Equipment
TCMS:	Transport Canada Marine Safety
TEFC:	Totally Enclosed, Fan-Cooled
VFI:	Vendor Furnished Information
WHIMS:	Workplace Hazardous Materials Information System

2.0 Applicable Documents

The prescribed latest versions of the following documents are to form a part of this specification to the extent specified herein.

2.1. Reference Documents

Regulations & Standards		
Item	Document Number	Title
1	FSSM	Fleet Safety and Security Manual
2	TP3177E	Standard for the Control of Gas Hazards in Vessels to be Repaired or Altered
3	TP127E	Transport Canada Marine Safety Electrical Standard
4	IEEE 45	Recommended Practice for Electric Installations on Shipboard
5	70 000 000 EU JA 001	Specification for the Installation of Shipboard Electronic Equipment
6	CSA W47.1	Certification of Companies for Fusion Welding of Steel Structures Division 2 Certification
7	CSA W47.2	Certification of Companies for Fusion Welding of Aluminum
8	CSA W59	Welded Steel Construction - Metal Arc Welding
9	CSA W59.2	Welded Aluminum Construction
10	IEC 60529	Ingress Protection Code
11	MOHS	Maritime Occupational Health and Safety
12	CSA	Canada Shipping Act 2001 (2001, c.26)
13	CLC	Canada Labour Code
14	TCMS	Marine Machinery Regulations (SOR/90-264)
15	TCMS	TP 127E Electric Standards (2008)
16		CCG Paint Standard

Drawings		
Item	Document Number	Title
1	AF6097-18000-01	Lifting Points
2	AF6097-20000-01	Engine Room Arrangement
3	AF6097-50100-01	Auxiliary Engine Room Arrangement
4	AF6097-89940-01	General Arrangement Plan
5	AF6097-89940-09	Removal Routes
6	AF6094-25200-01	Alarm, Monitoring and Control System - Annotated List of Inputs and Outputs
7	AF6097-43600-02	Alarm & Monitoring System Block Diagram
8	AF6097-55100-01	As Built Compressed Air System
9	CCG DOC NO. 346054	Sperre Air Compressor Technical Documentation VFI
10	CCG DOC NO. 346055	Sperre HLF2/77 Air Compressor Instruction Manual
11	AF6094-32000-01 (page 2)	Single Line Diagram - Main Switchboard Electrical Distribution
12	AF6094-32000-01 (page 3)	Single Line Diagram - Emergency Switchboard Electrical Distribution

3.0 General

3.1. Class Particulars

Type: Hero Class - Mid-Shore Patrol Vessel (MSPV)
 Class of Voyage: Near Coastal Class 1 - Limited HT2
 Years Built: 2012 to 2014
 Length: 42.8 m
 Breadth: 7.0 m
 Draft: 2.8 m
 Gross Tonnage: 253 t

Net Tonnage: 75 t
Power: 4,992 kW

3.2. Smoking in the Work Space

- 3.2.1. The Contractor must ensure compliance with the Non-Smokers' Health Act. The Contractor must ensure that every employer, and any person acting on behalf of an employer, must ensure that persons refrain from smoking in any work space under the control of the employer. The Contractor must ensure that there is absolutely no smoking onboard the vessel.

3.3. CCG Employees and Others on the Vessel

- 3.3.1. CCG/DFO employees and other personnel such as manufacturer's representatives and/or Transport Canada Marine Safety (TCMS) or American Bureau of Shipping (ABS) Class surveyors may carry-out other work including work items not included in this specification, onboard the vessel during this work period. Every effort will be made by the Inspection Authority to ensure this work and the associated inspections and/or surveys do not interfere with the Contractor's work. The Contractor will not be responsible for coordinating the related inspections or payment of inspection fees for this work unless otherwise specified.

3.4. Restricted Areas

- 3.4.1. The Contractor must not enter the following areas except to perform work as required by the specifications: all cabins, offices, workshops, Engineers' office, Wheelhouse, Control Room, Galley, Mess Rooms, Lounge areas and any other areas restricted by signage.
- 3.4.2. The Contractor must give the Inspection Authority 24 hours advance notice prior to working in any accommodation areas or office spaces, allowing CCG adequate time to secure the areas.

3.5. Lead Paint and Paint Coatings

- 3.5.1. The Contractor must not use lead based paints.

3.6. Asbestos Containing Materials

- 3.6.1. The Contractor must not use any asbestos containing materials.

3.7. Electric Power

- 3.7.1. CCG will allow the Contractor to use a 115 VAC, 1 Phase, 15 Amps Shipboard receptacle for the Contract period.

4.0 Existing Air Compressor Assemblies

- 4.1.1. One existing air compressor assembly is in the Main Machinery Room (MMR) and one existing air compressor assembly is in the Auxiliary Machinery Room (AMR). Both air compressors are identical.

4.2. Existing Equipment Data

Brand: Sperre
Type: HLF2/77
Capacity: 13 m³/h
Working Pressure: 30 bar (435 psi)
Cooling Medium: Air

Heat Dissipation: 2,373 kCal/h
 Rated Power: 3.5 kW
 Voltage: 600 V AC, 60 Hz, 3 phases
 Line Current: 5 amps
 Motor Speed: 1,800 rpm

4.3. Existing Technical Issues and Concerns

4.3.1. The MSPVs are currently fitted with 2 Sperre HFL277 existing air compressor assemblies used for both utility air and diesel engine starting air, these:

- are not continuous 100% (24 hours) duty cycle;
- are not cooled by an internal fan supplying forced air;
- are not originally designed to provide both utility air and diesel engine starting air;
- have a limited capacity;
- have been prone to overheating;
- have been prone to several mechanical breakdowns;
- have high maintenance costs; and
- have frequent maintenance intervals.

5.0 NACAs Requirements

The Contractor must provide deliverables meeting the following requirements:

5.1. Technical Performance Requirements

- 5.1.1. All NACAs must be identical and Commercial Off The Shelf (COTS).
- 5.1.2. Each NACA must be rated for continuous 100% (24 hours) duty cycle operation with a minimum capacity of 300 L/min, at a minimum working pressure of 435 psi (30 bar).
- 5.1.3. Each NACA must be directly driven by an electric motor. The electric motor must operate from 540 V to 660 V AC, 60 Hz, 3 phases. The electric motor must have a maximum rated power of 5.0 kW and must have an IP55 (TEFC) protection as a minimum.
- 5.1.4. Each NACA must be cooled by an internal fan supplying forced air, must have a minimum heat dissipation of 4,000 kCal/h and must operate within an ambient temperature range of 10°C to 50°C (50°F to 122°F).
- 5.1.5. The noise level generated by the operation of each NACA must not exceed 87 dB at 3 ft.
- 5.1.6. Each NACA must fit within the following maximum overall dimensions:
- Length: 900 mm
 - Width: 700 mm
 - Height: 700 mm
- 5.1.7. Each demisting and condensate drainage system does not have to fit inside of the maximum overall dimensions and can be supplied loose; however, they must be capable of being connected to the NACA base as a complete unit.
- 5.1.8. Each new control panel or Programmable Logic Controller (PLC) does not have to fit inside of the maximum overall dimensions and can be supplied loose; however, they must be capable of being bulkhead mounted.

- 5.1.9. Each NACA and the associated equipment must meet the most recent regulations of the ABS or an equivalent Transport Canada Recognized Organization (RO), the TCMS Marine Machinery Regulations and TCMS TP 127.

5.2. Components of the NACAs and the Associated Equipment

- 5.2.1. Each NACA must be supplied with an automatic demisting and condensate drainage system.
- 5.2.2. Each NACA must be equipped with vibration resilient mounts to allow for vibration and expansion at high pressure discharge.
- 5.2.3. Each NACA must be equipped with oil/water separators with automatic drainage for each stage of compression.
- 5.2.4. Each NACA must be equipped with automatic relief valves for unloaded starting.
- 5.2.5. Each NACA must be equipped with non-return valves mounted on or near the compressor's high pressure discharge.
- 5.2.6. Each NACA must be equipped with a pressure gauge for each stage of compression. Each pressure gauge must have a scale in both 'psig' (pounds per square inch gauge) and 'bar' units of measure.
- 5.2.7. Each NACA must be equipped with pressure relief valves for each stage of compression.
- 5.2.8. Each NACA must be supplied with new electrical wiring that meets TP127E and IEEE 45 regulations between the air compressor motor and the control panel or PLC; as well as between the shipboard breaker and the control panel or PLC.
- 5.2.9. Each NACA must be supplied with a new control panel or PLC that has an IP55 (TEFC) protection as a minimum, and must include the following functions:
- Emergency stop switch;
 - Stop mode switch;
 - Manual mode switch;
 - Auto mode switch;
 - Motor overload protection;
 - Low oil pressure/level protection switch;
 - High outlet air temperature protection switch;
 - Lead compressor start/stop pressure switch for external logic control or lead compressor start/stop pressure transducer for internal logic control;
 - Lag compressor start/stop pressure switch for external logic control or lag compressor start/stop pressure transducer for internal logic control; and
 - Remote control IO auxiliary input option from the ship's central control alarm and monitoring system to the NACAs.
- 5.2.10. All switches and sensors associated with each new control panel or PLC must be supplied by the NACA manufacturer.

5.3. Proof of Performance

- 5.3.1. For each order; the Contractor must perform a Factory Acceptance Test (FAT) on each NACA and the associated equipment:

-
- a. The Contractor must submit a FAT report template for approval to the Technical Authority prior to the FAT. The FAT must be identical for all NACAs. The FATs cannot commence prior to the Technical Authority's approval.
 - b. The Contractor must ensure the NACAs and the associated equipment are functionally tested for performance and safe operation using all provided controls. This includes the demonstration of all operational and safety functions, as well as any additional tests required to demonstrate that the NACAs and the associated equipment meet the SOW requirements. The Contractor can use its own reporting format, and at the minimum, it must include the following:
 - i. The list of prerequisite mandatory inspection reports required in order to proceed with the FAT;
 - ii. The detailed list of supplies and systems required without being limited to:
 1. electrical power supply;
 2. communication systems required; and
 3. alarm systems required.
 - iii. The results of all the requirements of Section 5.1 - Technical Performance Requirements, for a demonstration which includes the:
 1. continuous 100% (24 hours) duty cycle operation;
 2. minimum capacity of 300 L/min;
 3. minimum working pressure of 435 psi (30 bar);
 4. minimum heat dissipation of 4,000 kCal/h; and
 5. noise level generated not exceeding 87 dB at 3 ft.
 - iv. The function of all the requirements of Section 5.2 - Components of the NACAs and the Associated Equipment, for a demonstration which includes the:
 1. Emergency stop switch;
 2. Stop mode switch;
 3. Manual mode switch;
 4. Auto mode switch;
 5. Motor overload protection;
 6. Low oil pressure/level protection switch;
 7. High outlet air temperature protection switch;
 8. Lead compressor start/stop pressure switch for external logic control or lead compressor start/stop pressure transducer for internal logic control;
 9. Lag compressor start/stop pressure switch for external logic control or lag compressor start/stop pressure transducer for internal logic control; and
 10. Remote control IO auxiliary input option.
 - v. The list of the mandatory attendance;
 - vi. The safety requirements at the factory;
 - vii. The list of approved test and data sheets to be filled during the trial; and
 - viii. The sequential order and type of trials to be conducted on the equipment and their respective performances to be obtained.
 - c. The Technical Authority must attend the FAT of the initial order.

- 5.3.2. For the initial order, and only the additional order for the CCGS Corporal McLaren M.M.V., the Contractor must perform a Harbour Acceptance Test (HAT) on each NACA and the associated equipment:

-
- a. The Contractor must submit a HAT report template for approval to the Technical Authority prior to the HAT. The HAT must be identical for all NACAs. The HATs cannot commence prior to the Technical Authority's approval.
- b. The Contractor must ensure the NACAs and the associated equipment are functionally tested for performance and safe operation using all provided controls. This includes the demonstration of all operational and safety functions, as well as any additional tests required to demonstrate that the NACAs and the associated equipment meet the SOW requirements. The Contractor can use its own reporting format, and at the minimum, it must include the following:
- i. The list of prerequisite mandatory inspection reports required in order to proceed with the HAT;
 - ii. The detailed list of supplies and systems required without being limited to:
 - 1. electrical power supply;
 - 2. communication systems required; and
 - 3. alarm systems required.
 - iii. The results of all the requirements of Section 5.1 - Technical Performance Requirements, for a demonstration which includes the:
 - 1. continuous 100% (24 hours) duty cycle operation;
 - 2. minimum capacity of 300 L/min; and
 - 3. minimum working pressure of 435 psi (30 bar).
 - iv. The function of all the requirements of Section 5.2 - Components of the NACAs and the Associated Equipment, for a demonstration which includes the:
 - 1. Emergency stop switch;
 - 2. Stop mode switch;
 - 3. Manual mode switch;
 - 4. Auto mode switch;
 - 5. Motor overload protection;
 - 6. Low oil pressure/level protection switch;
 - 7. High outlet air temperature protection switch;
 - 8. Lead compressor start/stop pressure switch for external logic control or lead compressor start/stop pressure transducer for internal logic control;
 - 9. Lag compressor start/stop pressure switch for external logic control or lag compressor start/stop pressure transducer for internal logic control; and
 - 10. Remote control IO auxiliary input option.
 - v. The list of the mandatory attendance without being limited to the Inspection Authority and a ABS Class surveyor (hired by CCG);
 - vi. The safety requirements on the ship;
 - vii. The list of approved test and data sheets to be filled during the trial; and
 - viii. The sequential order and type of trials to be conducted on the equipment and their respective performances to be obtained.
- c. After the NACAs and the associated equipment are installed by the installation subcontractor (hired by CCG), the installation subcontractor will, under the supervision of the Field Service Representative (FSR) onboard for 2 days (16 work hours), the Inspection Authority and an ABS Class surveyor (hired by CCG), complete operational function testing of the NACAs and the associated equipment as per manufacturer recommended HATs. The exact dates of the HATs will be determined at a later time. The FSR must provide a HAT report to the Technical Authority after the HATs.

5.4. Packaging, Handling, Storage and Transportation Requirements

- 5.4.1. The Contractor must conduct packaging, handling, storage and transportation in accordance with current industrial/commercial best practices, as applicable.
- 5.4.2. The Contractor must provide documentation stipulating the ambient conditions suitable for the long-term preservation of the NACAs and the associated equipment.
- 5.4.3. The Contractor must ensure that packaging of spare parts will provide adequate protection for a minimum of ten years, consistent with good economy, against damage, deterioration and loss of identification during storage, handling and shipment.
- 5.4.4. The Contractor must mark all packages, shipping containers and consolidation containers in accordance with current shipping best practices.
- 5.4.5. The Contractor must mark the individual package for each shelf life item in accordance with current industrial/commercial best practices with:
 - a. Date of manufacture;
 - b. Shelf life expiry date; and
 - c. Storage environment restrictions (e.g. freezing, sunlight, staking).
- 5.4.6. The Contractor must ensure that packaging of the NACAs and the associated equipment will provide adequate protection for the shipment to Canada and a minimum of two months of storage, consistent with good economy, against damage, deterioration and loss of identification during storage, handling and shipment.

6.0 Deliverables

- 6.1.1. For each order (initial or additional), the Contractor must deliver to the Inspection Authority at the delivery point:
 - a. 2 NACAs and the associated equipment.
 - b. 1 set of Special Purpose Tools and Test Equipment (SPTATE) specific to the NACAs as per the recommendations of the NACA manufacturer.
 - c. The following minimum spare parts, components, consumables, etc. for each NACA:
 - i. lube oil to complete the initial run-up;
 - ii. lube oil to complete the first lube oil change; and
 - iii. 1 set of minor maintenance spare parts as per the recommendations of the NACA manufacturer, including 1 set of minor overhaul gaskets.
 - d. The following documentation in English (and should provide the documentation in French as well):
 - i. all drawings including dimensional drawings of the NACAs and the associated equipment. The documentation must be provided in:
 - 1. 2 hard copies in a letter format, in 3-ring binders or catalogues (provided by the Contractor); and
 - 2. 1 unprotected soft copy in AutoCAD 2010 or later, in a DWG format, on a USB flash drive (provided by the Contractor).
 - ii. a complete installation manual of the NACAs and the associated equipment. The documentation must be provided in:
 - 1. 2 hard copies in a letter format, in 3-ring binders or catalogues (provided by the Contractor); and

-
- 2. 1 unprotected soft copy in a PDF format, on a USB flash drive (provided by the Contractor).
 - iii. a complete maintenance manual including the exploded view maintenance diagrams, the care and preservation for the long-term storage of the NACAs and the associated equipment. The documentation must be provided in:
 - 1. 2 hard copies in a letter format, in 3-ring binders or catalogues (provided by the Contractor); and
 - 2. 1 unprotected soft copy in a PDF format, on a USB flash drive (provided by the Contractor).
 - iv. a complete spare parts manual. The documentation must be provided in:
 - 1. 2 hard copies in a letter format, in 3-ring binders or catalogues (provided by the Contractor); and
 - 2. 1 unprotected soft copy in a PDF format, on a USB flash drive (provided by the Contractor).
 - v. all documentation of Factory Acceptance Tests (FAT) performed. The documentation must be provided in:
 - 1. 1 unprotected soft copy in a PDF format, on a USB flash drive (provided by the Contractor).
- 6.1.2. For the initial order, and only the additional order for the CCGS Corporal McLaren M.M.V., the Contractor must deliver to the Inspection Authority at the delivery point:
- a. The following documentation in English (and should provide the documentation in French as well):
 - i. a HAT report including all the data inspected by the FSR during the HAT, the date of the HAT, all the data recorded by the FSR in order to approve the HAT and the FSR signature. The documentation must be provided in:
 - 1. 1 hard copy in a letter format, in a 3-ring binders or catalogues (provided by the Contractor); and
 - 2. 1 unprotected soft copy in a PDF format, on a USB flash drive (provided by the Contractor).

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ANNEX B BASIS OF PAYMENT

B.1 Initial Order

The initial order will be determined at Contract Award by the Contracting Authority in consultation with the CCG.

This section will be composed of one of the tables in Section E.1 - Initial Order and Additional Orders, of Annex E - Financial Evaluation, including the respective FSR services in Section E.2 - FSR Services, of Annex E - Financial Evaluation.

The Contracting Authority will insert the information at Contract Award.

B.2 Additional Orders

The additional orders will be determined at Contract Award by the Contracting Authority in consultation with the CCG.

This section will be composed of the Table E.1.9 - CCGS Corporal McLaren M.M.V., of Annex E - Financial Evaluation, including the respective FSR services.

This section will also be composed of the other tables in Section E.1 - Initial Order and Additional Orders, of Annex E - Financial Evaluation, excluding the respective FSR services in Section E.2 - FSR Services, of Annex E - Financial Evaluation.

The Contracting Authority will insert the information at Contract Award.

ANNEX C CONTRACTOR DISCLOSURE OF FOREGROUND INFORMATION

Refer to Article 1 - Interpretation, of Supplemental General Conditions [4006](#) (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information, for the definition of Foreground Information to determine what information must be disclosed.

The Contractor must provide the following information:

- a. Contract Number _____;
- b. what is the descriptive title of the FIP (Foreground Intellectual Property);
- c. what is the abbreviated description of the FIP and, if applicable, of the different systems and subsystems;
- d. what is/are the project objectives;
- e. how the FIP meets the objective of the project (example: the advantage of the new solution; what problem did the FIP resolve or what benefits did the FIP deliver).
- f. under which category(ies) would you best describe the FIP and why: Patents, Inventions, Trade Secrets, Copyright, Industrial Designs, Rights in Integrated Circuit Topography, Know-how or Other;
- g. describe the features or aspects of the FIP that are novel, useful and not obvious;
- h. has the FIP been tested or demonstrated and, if affirmative, summarise the results;
- i. has any publication or disclosure to others been made and, if affirmative, to whom, when, where and how;
- j. provide names and addresses of the inventors; and
- k. provide an explicit and detailed description of the FIP developed during the Contract and refer to pertinent sections of the technical report, if applicable.

I agree to the obligations of this agreement of the Contract.

Organization Name

Date

Authorized Representative Name

Authorized Representative Title

Authorized Representative Signature

ANNEX D

MANDATORY TECHNICAL CRITERIA EVALUATION

The Bidder must complete the Mandatory Technical Criteria Evaluation table. If the Bidder fails any Mandatory Technical Criterion, the bid will be technically non-compliant.

The Bidder must explain and demonstrate how they meet the requirements and how they are compliant with all Mandatory Technical Criteria by providing substantial information describing completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the bid solicitation is not sufficient.

Mandatory Technical Criteria Evaluation			
Item	Mandatory Technical Criterion	Requirement	References at Pages
M1	<p>The Bidder must provide information about the proposed New Air Compressor Assemblies (NACAs) for this requirement, including each of the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> manufacturer; <input type="checkbox"/> model number; <input type="checkbox"/> continuous 100% (24 hours) duty cycle operation; <input type="checkbox"/> minimum capacity of 300 L/min; <input type="checkbox"/> minimum working pressure of 435 psi (30 bar); <input type="checkbox"/> maximum overall dimensions: <ul style="list-style-type: none"> - Length: 900 mm - Width: 700 mm - Height: 700 mm <input type="checkbox"/> electric motor operating between 540 V to 660 V AC, 60 Hz, 3 phases; <input type="checkbox"/> electric motor with a maximum rated power of 5.0 kW; <input type="checkbox"/> electric motor with a IP55 (TEFC) protection as a minimum; <input type="checkbox"/> forced air cooling with a minimum heat dissipation of 4,000 kCal/h; <input type="checkbox"/> minimum ambient temperature range of 10°C to 50°C (50°F to 122°F); and <input type="checkbox"/> maximum noise level of 87 dB at 3 ft. 	Substantial information	
M2	The Bidder must provide dimensional drawings of the new air compressor stated in criterion M1.	Substantial information	
M3	The Bidder must provide a written statement from the NACA manufacturer stated in criterion M1 that the proposed NACAs and the associated equipment for this requirement will be supported with spare parts for the next 20 years after Contract Award.	A written statement from the NACA manufacturer.	
M4	The Bidder must demonstrate that the NACA manufacturer stated in criterion M1 has spare parts available and distribution capabilities within North America for the proposed NACAs and the associated equipment for this requirement.	A written statement from the NACA manufacturer, or from a North American distributor or supplier.	
M5	The Bidder must provide a Factory Acceptance Test (FAT) plan for the proposed NACAs for this requirement.	Factory Acceptance Test (FAT) plan	

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ANNEX E FINANCIAL EVALUATION

The Bidder must complete the Column E of Financial Evaluation tables. If the tables are not completed, the bid will be financially non-compliant.

The evaluated price consist of the total of Column E of all the tables in Section E.1 - Initial Order and Additional Orders, plus the total divided by eight of Column E of the table in Section E.2 - FSR Services; which is summed up in the following formula:

$$\text{Evaluated Price} = (E.1.1 + E.1.2 + E.1.3 + E.1.4 + E.1.5 + E.1.6 + E.1.7 + E.1.8 + E.1.9) + (E.2.1 \div 8)$$

E.1 Initial Order and Additional Orders (Including FSR Services for CCGS Corporal McLaren M.M.V.)

E.1.1 - CCGS Captain Goddard M.S.M.											
Item	Description	Quantity	Unit of Issue	Firm Unit Price (CAD) per Fiscal Year							
				2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027		
A	B	C	D	E	F	G	H	I	J		
1	NACA and the associated equipment	2	Each		TBD	TBD	TBD	TBD	TBD	TBD	TBD
2	Set of Special Purpose Tools and Test Equipment (SPTATE)	1	Each		TBD	TBD	TBD	TBD	TBD	TBD	TBD
3	Spare parts, components, consumables, etc.	2	Each		TBD	TBD	TBD	TBD	TBD	TBD	TBD
4	Drawings, manuals, documentation, etc. as per SOW Section 6.1.1(d)	1	Each		TBD	TBD	TBD	TBD	TBD	TBD	TBD
5	Packing & Handling and Shipping to the Institute of Ocean Science - For CCGS Captain Goddard M.S.M. (Contract Section 6.4.2.2(a))	1	Each		TBD	TBD	TBD	TBD	TBD	TBD	TBD
Total (CAD)					TBD	TBD	TBD	TBD	TBD	TBD	TBD

E.1.2 - CCGS M. Charles M.B.											
Item	Description	Quantity	Unit of Issue	Firm Unit Price (CAD) per Fiscal Year							
				2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027		
A	B	C	D	E	F	G	H	I	J		
1	NACA and the associated equipment	2	Each		TBD	TBD	TBD	TBD	TBD		
2	Set of Special Purpose Tools and Test Equipment (SPTATE)	1	Each		TBD	TBD	TBD	TBD	TBD		
3	Spare parts, components, consumables, etc.	2	Each		TBD	TBD	TBD	TBD	TBD		
4	Drawings, manuals, documentation, etc. as per SOW Section 6.1.1(d)	1	Each		TBD	TBD	TBD	TBD	TBD		
5	Packing & Handling and Shipping to the Institute of Ocean Sciences - For CCGS M. Charles M.B. (Contract Section 6.4.2.2(b))	1	Each		TBD	TBD	TBD	TBD	TBD		
Total (CAD)					TBD	TBD	TBD	TBD	TBD		

E.1.3 - CCGS A. LeBlanc											
Item	Description	Quantity	Unit of Issue	Firm Unit Price (CAD) per Fiscal Year							
				2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027		
A	B	C	D	E	F	G	H	I	J		
1	NACA and the associated equipment	2	Each		TBD	TBD	TBD	TBD	TBD		
2	Set of Special Purpose Tools and Test Equipment (SPTATE)	1	Each		TBD	TBD	TBD	TBD	TBD		
3	Spare parts, components, consumables, etc.	2	Each		TBD	TBD	TBD	TBD	TBD		
4	Drawings, manuals, documentation, etc. as per SOW Section 6.1.1(d)	1	Each		TBD	TBD	TBD	TBD	TBD		

5	Packing & Handling and Shipping to the Pêches et Océans Canada - For CCGS A. LeBlanc (Contract Section 6.4.2.2(c))	1	Each		TBD	TBD	TBD	TBD	TBD
Total (CAD)					TBD	TBD	TBD	TBD	TBD

E.1.4 - CCGS G. Peddle S.C.										
Item	Description	Quantity	Unit of Issue	Firm Unit Price (CAD) per Fiscal Year						
A	B	C	D	2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	
1	NACA and the associated equipment	2	Each	E	F	G	H	I	J	TBD
2	Set of Special Purpose Tools and Test Equipment (SPTATE)	1	Each		TBD	TBD	TBD	TBD	TBD	TBD
3	Spare parts, components, consumables, etc.	2	Each		TBD	TBD	TBD	TBD	TBD	TBD
4	Drawings, manuals, documentation, etc. as per SOW Section 6.1.1(d)	1	Each		TBD	TBD	TBD	TBD	TBD	TBD
5	Packing & Handling and Shipping to the Bedford Institute of Oceanography - For CCGS G. Peddle S.C. (Contract Section 6.4.2.2(d))	1	Each		TBD	TBD	TBD	TBD	TBD	TBD
Total (CAD)					TBD	TBD	TBD	TBD	TBD	TBD

E.1.5 - CCGS Constable Carrière										
Item	Description	Quantity	Unit of Issue	Firm Unit Price (CAD) per Fiscal Year						
A	B	C	D	2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	
1	NACA and the associated equipment	2	Each	E	F	G	H	I	J	TBD

2	Set of Special Purpose Tools and Test Equipment (SPTATE)	1	Each		TBD	TBD	TBD	TBD	TBD
3	Spare parts, components, consumables, etc.	2	Each		TBD	TBD	TBD	TBD	TBD
4	Drawings, manuals, documentation, etc. as per SOW Section 6.1.1(d)	1	Each		TBD	TBD	TBD	TBD	TBD
5	Packing & Handling and Shipping to the Pêches et Océans Canada - For CCGS Constable Carrière (Contract Section 6.4.2.2(e))	1	Each		TBD	TBD	TBD	TBD	TBD
Total (CAD)					TBD	TBD	TBD	TBD	TBD

E.1.6 - CCGS Corporal Teather C.V.											
Item	Description	Quantity	Unit of Issue	Firm Unit Price (CAD) per Fiscal Year							
				2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027		
A	B	C	D	E	F	G	H	I	J		
1	NACA and the associated equipment	2	Each		TBD	TBD	TBD	TBD	TBD		
2	Set of Special Purpose Tools and Test Equipment (SPTATE)	1	Each		TBD	TBD	TBD	TBD	TBD		
3	Spare parts, components, consumables, etc.	2	Each		TBD	TBD	TBD	TBD	TBD		
4	Drawings, manuals, documentation, etc. as per SOW Section 6.1.1(d)	1	Each		TBD	TBD	TBD	TBD	TBD		
5	Packing & Handling and Shipping to the Bedford Institute of Oceanography - For CCGS Corporal Teather C.V. (Contract Section 6.4.2.2(f))	1	Each		TBD	TBD	TBD	TBD	TBD		
Total (CAD)					TBD	TBD	TBD	TBD	TBD		

E.1.7 - CCGS Caporal Kaebler V.C.											
Item	Description	Quantity	Unit of Issue	Firm Unit Price (CAD) per Fiscal Year							
				2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027		
A	B	C	D	E	F	G	H	I	J		
1	NACA and the associated equipment	2	Each		TBD	TBD	TBD	TBD	TBD		
2	Set of Special Purpose Tools and Test Equipment (SPTATE)	1	Each		TBD	TBD	TBD	TBD	TBD		
3	Spare parts, components, consumables, etc.	2	Each		TBD	TBD	TBD	TBD	TBD		
4	Drawings, manuals, documentation, etc. as per SOW Section 6.1.1(d)	1	Each		TBD	TBD	TBD	TBD	TBD		
5	Packing & Handling and Shipping to the Pêches et Océans Canada - For CCGS Caporal Kaebler V.C. (Contract Section 6.4.2.2(g))	1	Each		TBD	TBD	TBD	TBD	TBD		
Total (CAD)					TBD	TBD	TBD	TBD	TBD		

E.1.8 - CCGS Private Robertson V.C.											
Item	Description	Quantity	Unit of Issue	Firm Unit Price (CAD) per Fiscal Year							
				2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027		
A	B	C	D	E	F	G	H	I	J		
1	NACA and the associated equipment	2	Each		TBD	TBD	TBD	TBD	TBD		
2	Set of Special Purpose Tools and Test Equipment (SPTATE)	1	Each		TBD	TBD	TBD	TBD	TBD		
3	Spare parts, components, consumables, etc.	2	Each		TBD	TBD	TBD	TBD	TBD		
4	Drawings, manuals, documentation, etc. as per SOW Section 6.1.1(d)	1	Each		TBD	TBD	TBD	TBD	TBD		

5	Packing & Handling and Shipping to the Institute of Ocean Sciences - For CCGS Private Robertson V.C. (Contract Section 6.4.2.2(h))	1	Each		TBD	TBD	TBD	TBD	TBD	TBD
Total (CAD)					TBD	TBD	TBD	TBD	TBD	TBD

E.1.9 - CCGS Corporal McLaren M.M.V.										
Item	Description	Quantity	Unit of Issue	Firm Unit Price (CAD) per Fiscal Year						
				2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	
A	B	C	D	E	F	G	H	I	J	
1	NACA and the associated equipment	2	Each		TBD	TBD	TBD	TBD	TBD	TBD
2	Set of Special Purpose Tools and Test Equipment (SPTATE)	1	Each		TBD	TBD	TBD	TBD	TBD	TBD
3	Spare parts, components, consumables, etc.	2	Each		TBD	TBD	TBD	TBD	TBD	TBD
4	Drawings, manuals, documentation, etc. as per SOW Section 6.1.1(d)	1	Each		TBD	TBD	TBD	TBD	TBD	TBD
5	Packing & Handling and Shipping to the Bedford Institute of Oceanography - For CCGS Corporal McLaren M.M.V. (Contract Section 6.4.2.2(i))	1	Each		TBD	TBD	TBD	TBD	TBD	TBD
6	FSR onboard for 2 days (16 work hours), including all associated costs for travel and living expenses as per SOW Section 6.1.2 to the Bedford Institute of Oceanography - For CCGS Corporal McLaren M.M.V. (Contract Section 6.4.2.2(i))	1	Each		TBD	TBD	TBD	TBD	TBD	TBD
Total (CAD)					TBD	TBD	TBD	TBD	TBD	TBD

E.2.1 - FSR Services (Excluding FSR Services for CCGS Corporal McLaren M.M.V.)

E.2.1 - FSR Services										
Item	Description	Quantity	Unit of Issue	Firm Unit Price (CAD) per Fiscal Year						
				2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	
A	B	C	D	E	F	G	H	I	J	
1	FSR onboard for 2 days (16 work hours), including all associated costs for travel and living expenses as per SOW Section 6.1.2 to the Institute of Ocean Science - For CCGS Captain Goddard M.S.M. (Contract Section 6.4.2.2(a))	1	Each		TBD	TBD	TBD	TBD	TBD	
2	FSR onboard for 2 days (16 work hours), including all associated costs for travel and living expenses as per SOW Section 6.1.2 to the Institute of Ocean Sciences - For CCGS M. Charles M.B. (Contract Section 6.4.2.2(b))	1	Each		TBD	TBD	TBD	TBD	TBD	
3	FSR onboard for 2 days (16 work hours), including all associated costs for travel and living expenses as per SOW Section 6.1.2 to the Pêches et Océans Canada - For CCGS A. LeBlanc (Contract Section 6.4.2.2(c))	1	Each		TBD	TBD	TBD	TBD	TBD	
4	FSR onboard for 2 days (16 work hours), including all associated costs for travel and living expenses as per SOW Section 6.1.2 to the Bedford Institute of Oceanography - For CCGS G. Peddle S.C. (Contract Section 6.4.2.2(d))	1	Each		TBD	TBD	TBD	TBD	TBD	
5	FSR onboard for 2 days (16 work hours), including all associated costs for travel and living expenses as per SOW Section 6.1.2 to the Pêches et Océans Canada - For CCGS Constable Carrière (Contract Section 6.4.2.2(e))	1	Each		TBD	TBD	TBD	TBD	TBD	

Solicitation No. - N° de l'invitation F7044-210626/A		Amendment No. - N° de la modification 060ml		Buyer's ID - ID de l'acheteur 060ml	
Client Reference No. - N° de référence du client F7044-210626		File No. - N° de dossier 060ml.F7044-210626		CCC No./FMS No. - N° CCC/N° VME	
6	FSR onboard for 2 days (16 work hours), including all associated costs for travel and living expenses as per SOW Section 6.1.2 to the Bedford Institute of Oceanography - For CCGS Corporal Teather C.V. (Contract Section 6.4.2.2(f))	1	Each		TBD
7	FSR onboard for 2 days (16 work hours), including all associated costs for travel and living expenses as per SOW Section 6.1.2 to the Pêches et Océans Canada - For CCGS Caporal Kaëble V.C. (Contract Section 6.4.2.2(g))	1	Each		TBD
8	FSR onboard for 2 days (16 work hours), including all associated costs for travel and living expenses as per SOW Section 6.1.2 to the Institute of Ocean Sciences - For CCGS Private Robertson V.C. (Contract Section 6.4.2.2(h))	1	Each		TBD
Total (CAD)					TBD

ANNEX F ELECTRONIC PAYMENT INSTRUMENTS

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

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

ANNEX G LIST OF NAMES

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

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

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

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

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

Canada may verify information provided by a Supplier at any time during the resulting Contract period. Canada may request additional information, including validations from a third party, consent forms and other evidentiary elements, proving such matters as identity and eligibility to Contract or enter into a real property agreement with Canada. The Supplier must provide the requested information within the time specified. Failure to do so may render the Supplier ineligible to Contract or enter into a real property agreement with Canada.

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

ANNEX H CERTIFICATE OF INDEPENDENT BID DETERMINATION

I warrant and certify the following statements to be true and complete in every respect that:

- a. I have read and I understand the contents of this Certificate;
- b. I understand that the bid will be non-responsive if this Certificate is found not to be true and complete in every respect;
- c. I am authorized by the Bidder to sign this Certificate on behalf of the Bidder;
- d. each person whose signature appears on the bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
- e. for the purposes of this Certificate and the bid, I understand that the word "competitor" must include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - i. has been requested to submit a bid in response to this bid solicitation; or
 - ii. could potentially submit a bid in response to this bid solicitation, based on their qualifications, abilities or experience.
- f. the Bidder warrants and certifies that:
 - ☐ the Bidder has arrived at the bid independently from, and without consultation, communication, agreement or arrangement with, any competitor; or
 - ☐ the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this bid solicitation, and the Bidder discloses, in the attached documents, complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements.
- g. in particular, without limiting the generality of paragraph (f), there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - i. prices;
 - ii. methods, factors or formulas used to calculate prices;
 - iii. the intention or decision to submit, or not to submit, a bid; or
 - iv. the submission of a bid which does not meet the specifications of the bid solicitation; except as specifically disclosed pursuant to paragraph (f)(ii).
- h. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the goods or services to which this bid solicitation relates, except as specifically authorized by the Contracting Authority or as specifically disclosed pursuant to paragraph (f)(ii); and
- i. the terms of the bid have not been, and will not be deliberately disclosed by the Bidder, directly or indirectly, to any competitor prior to the date and time of the public bid opening, or of Contract Award, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (f)(ii).

Organization Name

Date

Authorized Representative Name

Authorized Representative Title

Authorized Representative Signature

ANNEX I COVID-19 VACCINATION REQUIREMENT CERTIFICATION - BID SOLICITATION

Until such time that Canada indicates that the requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect, I warrant and certify that all personnel who access federal government premises where they may come into contact with federal government personnel will be:

- a. fully vaccinated against COVID-19;
- b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, R.S.C. 1985, c. H-6, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- c. partially vaccinated against COVID-19 for a maximum period of 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel must meet the conditions of (a) or (b), or they will no longer access federal government premises where they may come into contact with federal government personnel under this Contract.

I warrant and certify that all personnel provided have been notified of the requirements of the COVID-19 Vaccination Policy for Supplier Personnel, and that the organization has certified to their compliance with this requirement.

I warrant and certify that the information provided is true as of the date indicated below and will continue to be true during the resulting Contract period. The certifications provided to Canada are subject to verification at all times. I understand that, if a certification is found to be or becomes untrue, whether made deliberately or negligently, the bid will be declared non-responsive during the evaluation of bids, or the Contractor in default during the resulting Contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada, the bid will be declared non-responsive during the evaluation of bids, or the Contractor in default during the resulting Contract period.

The information you provide in accordance with the COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act, R.S. 1985, c. P-21. You have the right to access and correct any information on your file, and you have the right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose of the resulting Contract and who require access to federal government premises where they may come into contact with federal government personnel.

For data purposes only, check the applicable box if your organization already has its own mandatory COVID-19 vaccination policy or requirements in place for its employees (this is not a substitute for completing this certification)? **Yes** ☐ or **No** ☐

Organization Name

Date

Authorized Representative Name

Authorized Representative Title

Authorized Representative Signature