



**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**

<b>Title - Sujet</b> CCGS John Cabot Hot Water Tanks	
<b>Solicitation No. - N° de l'invitation</b> F7044-211358/A	<b>Date</b> 2022-01-25
<b>Client Reference No. - N° de référence du client</b> F7044-211358	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ML-060-28490	
<b>File No. - N° de dossier</b> 060ml.F7044-211358	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2022-02-24</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Therrien, Jeremy	<b>Buyer Id - Id de l'acheteur</b> 060ml
<b>Telephone No. - N° de téléphone</b> (819) 271-7187 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CCGS JOHN CABOT 280 SOUTHSIDE ROAD ST. JOHN'S, NEWFOUNDLAND AND LABRADOR A1C 5X1  CCGS CAPTAIN JACQUES CARTIER 13 AKERLEY BOULEVARD DARTMOUTH, NOVA SCOTIA B2Y 4A2  CCGS SIR JOHN FRANKLIN 9860 WEST SAANICH ROAD SIDNEY, BRITISH COLUMBIA V8L 4B2	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Marine Machinery and Services / Machineries et services maritimes

11 Laurier St. / 11, rue Laurier

Place du Portage III, 8B3

Gatineau

Québec

K1A 0S5

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

**CCGS JOHN CABOT HOT WATER TANKS  
REQUEST FOR PROPOSAL (RFP)**

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## CCGS JOHN CABOT HOT WATER TANKS REQUEST FOR PROPOSAL (RFP)

### PART 1 - GENERAL INFORMATION

#### 1.1 Introduction

The bid solicitation is divided into 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 Requirement;**

**Annex B - Basis of Payment;**

**Annex C - Mandatory Technical Criteria Evaluation;**

**Annex D - Electronic Payment Instruments;**

**Annex E - List of Names;**

**Annex F - Certificate of Independent Bid Determination; and**

**Annex G - COVID-19 Vaccination Requirement Certification - Bid Solicitation.**

#### 1.2 Security Requirements

No Security Requirement is associated with this bid solicitation.

#### 1.3 Statement of Requirement

The requirement is detailed under the "Line Item Detail".

#### 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.

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### **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-requirement-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](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](mailto: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 Requirement, 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 Newfoundland and Labrador.

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

## 2.7 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.

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## **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)”) after an option is exercised.

## **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 Requirement.

## **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 Requirement. Bidders are advised that substitute products will not be considered.

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## 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; and
- c. Annex B - Basis of Payment.

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

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**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 D - Electronic Payment Instruments, to identify which ones are accepted. If the Annex is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

**3.3 Exchange Rate Fluctuation**

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

**3.4 Accessible Procurement**

In accordance with the [Treasury Board Contracting Policy \(https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494\)](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494) and the [Accessible Canada Act \(https://laws.justice.gc.ca/eng/acts/A-0.6/index.html\)](https://laws.justice.gc.ca/eng/acts/A-0.6/index.html), 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 C - 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 B - Basis of Payment.

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

If there is a discrepancy between a firm unit price and a total, the firm unit price will take precedence.

##### **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 includes the Optional Quantity, Canadian customs duties and excise taxes included, Applicable Taxes excluded, shipping excluded.

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#### **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.

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 and Canada will have the right to terminate the resulting Contract for default. 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 and Canada will have the right to terminate the resulting Contract for default.

### **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 by reference into the bid solicitation on its closing date, and forms a binding part of the resulting Contract. The Bidder must submit Annex G - 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 E - 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 F - 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 and Canada will have the right to terminate the resulting Contract for default, 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.

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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

No Security Requirement is applicable to the Contract.

### 6.2 Statement of Requirement

The Contractor must provide the items in accordance with Annex A - Statement of Requirement.

#### 6.2.1 Optional Goods

The Contractor grants to Canada the irrevocable option to acquire the goods 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

[2010A](#) (2021-12-02), General Conditions - Goods - Medium Complexity, apply to and form part of the Contract.

#### 6.3.2 Supplemental General Conditions

[4013](#) (2021-11-29), Compliance with On-site Measures, Standing Orders, Policies and Rules; and [4014](#) (2021-11-29), Suspension of the Work;

apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Contract Period

The Contract period is from the effective date of the Contract to 2027-03-31, inclusive.

#### 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

Delivery of the requirement will be made to:

- a. **DFO-CCG St. John's - For CCGS John Cabot**  
CANADIAN COAST GUARD (CCG)  
TECHNICAL STORES WAREHOUSE  
280 SOUTHSIDE ROAD  
ST. JOHN'S, NEWFOUNDLAND AND LABRADOR A1C 5X1  
CANADA
- b. **DFO-CCG Dartmouth - For CCGS Captain Jacques Cartier**  
CANADIAN COAST GUARD (CCG)  
FLEET WAREHOUSE  
13 AKERLEY BOULEVARD  
DARTMOUTH, NOVA SCOTIA B2Y 4A2  
CANADA
- c. **Institute of Ocean Science - For CCGS Sir John Franklin**  
CANADIAN COAST GUARD (CCG)  
9860 WEST SAANICH ROAD  
SIDNEY, BRITISH COLUMBIA V8L 4B2  
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-pwqsc.gc.ca](mailto:Jeremy.Therrien@tpsgc-pwqsc.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 Authority

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

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. DFO-CCG St. John's - For CCGS John Cabot

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Directorate: Canadian Coast Guard (CCG)  
CCGS John Cabot  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CANADA  
Telephone: \_\_\_\_\_  
Cellphone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Ship Email address: \_\_\_\_\_

#### b. DFO-CCG Dartmouth - For CCGS Captain Jacques Cartier

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Directorate: Canadian Coast Guard (CCG)  
CCGS Captain Jacques Cartier  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CANADA  
Telephone: \_\_\_\_\_  
Cellphone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Ship Email address: \_\_\_\_\_

#### c. Institute of Ocean Science - For CCGS Sir John Franklin

Solicitation No. - N° de l'invitation  
F7044-211358/A  
Client Reference No. - N° de référence du client  
F7044-211358

Amendment No. - N° de la modification  
File No. - N° de dossier  
060ml.F7044-211358

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

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Directorate: Canadian Coast Guard (CCG)  
CCGS Sir John Franklin  
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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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-) system (<https://srisupplier.contractsCanada.gc.ca/index->

[eng.cfm?af=ZnVzZWFjdGlvbj1yZWdpc3Rlci5pbnRybyZpZD03](#)) 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 Price**

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.

### **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 Taxes - Foreign-based Contractor**

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require recovering any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

**6.6.6 Economic Price Adjustment - For the Optional Quantity Only**

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:

- P<sub>0</sub>:** Initial firm prices
- P<sub>x</sub>:** New firm prices
- i<sub>0</sub>:** 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 the [Consumer Price Index, Annual Average, Not Seasonally Adjusted](https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000501) (<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000501>) webpage.
- i<sub>x</sub>:** 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) (<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 2010A (2021-12-02), Goods - Medium 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.

- the Articles of Agreement;
- the Supplemental General Conditions 4013 (2021-11-29), Compliance with On-site Measures, Standing Orders, Policies and Rules;
- the Supplemental General Conditions 4014 (2021-11-29), Suspension of the Work;
- the General Conditions 2010A (2021-12-02), Goods - Medium Complexity;
- Annex A - Statement of Requirement;
- Annex B - Basis of Payment; and
- 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 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, in accordance with 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 \(http://publiservice-app.pwgsc.gc.ca/forms/pdf/1137.pdf\)](http://publiservice-app.pwgsc.gc.ca/forms/pdf/1137.pdf) - Application for Permission to Subcontract.

## 6.14 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.

## 6.15 Shelf Life

The Contractor must ensure that the Items 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.

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**6.16 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.

**6.17 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.

**6.18 Excess Goods**

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

**6.19 Incomplete Assemblies**

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

## ANNEX A STATEMENT OF REQUIREMENT

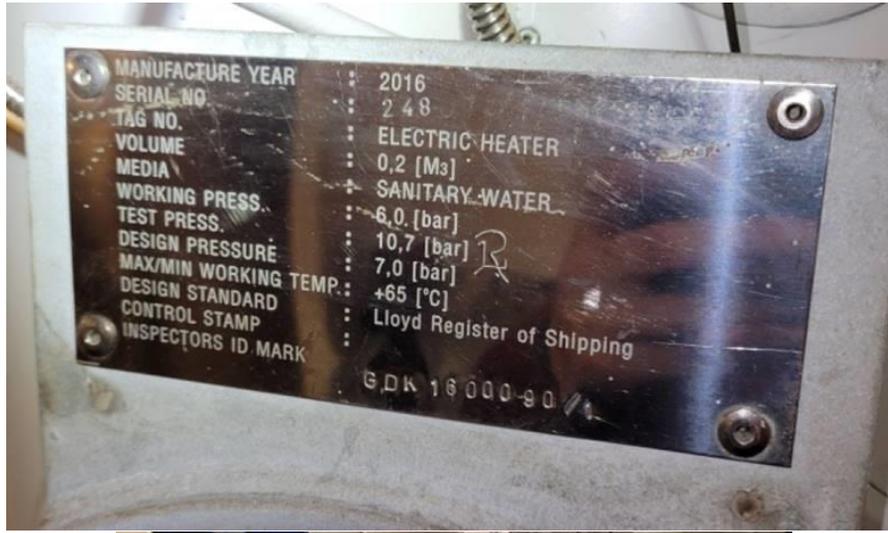
### 1. Requirement

- 1.1.1. The Contractor must deliver an initial order of 2 new electric water heater tank (NEWHT) assemblies and the associated equipment to the Offshore Fishery Science Vessel (OFSV) Canadian Coast Guard Ship (CCGS) John Cabot to replace the 2 existing galvanized electric water heater tanks.
- 1.1.2. If an option is exercised, the Contractor must deliver up to 2 additional orders; one for each one of the remaining 2 OFSVs. Each additional order is for the delivery of 2 new electric water heater tank (NEWHT) assemblies and the associated equipment to replace the 2 existing galvanized electric water heater tanks on each OFSV.
- 1.1.3. The NEWHT must be Class Type Approved, identical and Commercial Off The Shelf (COTS).
- 1.1.4. The requirement does not include any installation or removal work.

### 2. Existing System

- 2.1.1. The following are pictures of the existing galvanized electric water heater tanks that are quickly corroding away. These pictures are solely for reference of what equipment is currently installed.





### 3. NEWHT Assemblies Requirements

The Contractor must provide deliverables meeting the following requirements:

#### 3.1. Technical Performance Requirements

- 3.1.1. The NEWHT assemblies must be identical and Commercial Off The Shelf (COTS).
- 3.1.2. Each NEWHT assembly must be Class Type Approved and meet the most recent regulations of the American Bureau of Shipping (ABS) or an equivalent Transport Canada Recognized Organization (RO).
- 3.1.3. Each NEWHT assembly must be heavy-duty cement lined carbon steel.
- 3.1.4. Each NEWHT assembly must be factory assembled, insulated, jacketed and wired.
- 3.1.5. Each NEWHT assembly must have a minimum working pressure of 100 psi.
- 3.1.6. Each NEWHT assembly must have a minimum capacity of 200 Liters.
- 3.1.7. Each NEWHT assembly must have a maximum height of 2,050 mm, excluding the deck mounting supports.
- 3.1.8. Each NEWHT assembly must have a maximum diameter of 670 mm.
- 3.1.9. Each NEWHT assembly must have 1.5 inches NPT inlet and outlet connections mounted on the side or the top.
- 3.1.10. Each NEWHT assembly must have a 0.75 inch NPT safety relief valve connection mounted on the side or the top.
- 3.1.11. Each NEWHT assembly must have a 0.75 inch NPT drain connection mounted on the on the low side, or mounted on the bottom preferably.
- 3.1.12. Each NEWHT assembly must be ready for electrical and plumbing service connections.
- 3.1.13. Each NEWHT assembly must be powered using existing available power: 600 VAC, 3 Phase, 60 Amps, 60 Hz.
- 3.1.14. Each NEWHT assembly must have deck mounting supports. Each deck mounting support will be mounted to the existing flat section of steel deck.

### **3.2. Components of the NEWHT Assemblies and the Associated Equipment**

- 3.2.1. Each NEWHT assembly must be equipped with between (inclusive) 2 and 4 immersion electric heating elements with a combined maximum electric heating power consumption of 20 kW.
- 3.2.2. Each NEWHT assembly must be equipped with a ASME rated combination temperature and pressure safety relief valve set at 100 psi.
- 3.2.3. Each NEWHT assembly must be equipped with the following controls:
  - a. magnetic contactor(s);
  - b. operating thermostat; and
  - c. safety high-temperature cut-out thermostat with manual reset.
- 3.2.4. Each NEWHT assembly must be equipped with the following accessories as a minimum:
  - a. a dial pressure gauge;
  - b. a temperature gauge;

- c. a temperature regulation thermostat; and
- d. if required, an anode.

### **3.3. Proof of Performance**

3.3.1. The Contractor must perform a Factory Acceptance Test (FAT) of each NEWHT assembly.

## **4. Packaging, Handling, Storage and Transportation Requirements**

- 4.1.1. The Contractor must organize packaging, handling, storage and transportation in accordance with current industrial/commercial best practices, as applicable.
- 4.1.2. The Contractor must provide care and preservation documentation of the NEWHT assemblies and the associated equipment.
- 4.1.3. The Contractor must ensure that packaging of spare parts and provide adequate protection for a minimum of 10 years, consistent with good economy, against damage, deterioration and loss of identification during storage, handling and shipment.
- 4.1.4. The Contractor must mark all packages, shipping containers and consolidation containers in accordance with current shipping best practices.
- 4.1.5. 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).
- 4.1.6. The Contractor must ensure that packaging of the NEWHT assemblies and the associated equipment provides adequate protection for the shipment to the delivery point and a minimum of 6 months of storage, consistent with good economy, against damage, deterioration and loss of identification during storage, handling and shipment.

## **5. Deliverables**

- 5.1.1. The Contractor must deliver at the delivery point:
  - a. 2 NEWHT assemblies and the associated equipment.
  - b. The following minimum spare parts, components, consumables, etc.:
    - i. 2 immersion electric heating elements;
    - ii. 1 complete set of replacement gaskets;
    - iii. 1 complete set of replacement O-rings;
    - iv. 1 magnetic contactor;
    - v. 1 operating thermostat;
    - vi. 1 safety relief valve;
    - vii. 1 safety high-temperature cut-out thermostat with manual reset; and
    - viii. if an anode is required, 2 anodes.
  - c. All manuals including the installation manual, maintenance manual (including the exploded view maintenance diagrams), spare parts manual, care and preservation manual, electrical diagram. The documentation must be provided in:

- i. 1 English and 1 French hard copy in a letter format, in 3-ring binders or catalogues (provided by the Contractor); and
  - ii. 1 English and 1 French unprotected soft copy in a PDF format, on a USB flash drive (provided by the Contractor).
  
- d. All drawings including dimensional drawings of the NEWHT assembly and the associated equipment. The documentation must be provided in:
  - i. 1 English and 1 French hard copy in a letter format, in 3-ring binders or catalogues (provided by the Contractor); and
  - ii. 1 English and 1 French unprotected soft copy in AutoCAD 2010 or later, in a DWG format, on a USB flash drive (provided by the Contractor).
  
- e. All the documentation of each succeeded Factory Acceptance Test (FAT) performed. The documentation must be provided in:
  - i. 1 English unprotected soft copy in a PDF format, on a USB flash drive (provided by the Contractor).

Solicitation No. - N° de l'invitation  
**F7044-211358/A**  
 Client Reference No. - N° de référence du client  
**F7044-211358**

Amendment No. - N° de la modification  
 File No. - N° de dossier  
**060ml.F7044-211358**

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

**ANNEX B  
 BASIS OF PAYMENT**

**B.1 Firm Quantity**

<b>B.1.1 - DFO-CCG St. John's - For CCGS John Cabot</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Firm Unit Price (CAD)</b>	<b>Sub-total (CAD) (C x E = F)</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>1</b>	NEWHT assembly and the associated equipment, in accordance with Article 5.1.1.(a) of the Statement of Requirement.  Manufacturer: _____ Model Number: _____	2	Each		
<b>2</b>	Spare parts, components, consumables, etc.in accordance with Article 5.1.1.(b) of the Statement of Requirement.	1	Set		
<b>3</b>	Manuals, Drawings and Documentation in accordance with Article 5.1.1.(c) (d) and (e) of the Statement of Requirement.	1	Set		
<b>4</b>	Packing & Handling and Shipping to the DFO-CCG St. John's - For CCGS John Cabot (Contract Section 6.4.2.2(a))	1	Each		
<b>Total (CAD)</b>					

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 File No. - N° de dossier  
 060ml.F7044-211358

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

## B.2 Optional Quantity

The Optional Quantity's firm unit prices must be the same as the Firm Quantity's firm unit prices.

Unless otherwise directed, delivery must be made by the most economical means. Shipping charges (i.e. Packing & Handling and Shipping) must be identified as a separate item on the invoice. The Contractor will be paid the delivery, at cost, without any allowance for profit or overhead.

B.2.1 - DFO-CCG Dartmouth - For CCGS Captain Jacques Cartier									
Item	Description	Quantity	Unit of Issue	Firm Unit Price (CAD) per Fiscal Year					
				2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	
A	B	C	D	E	F	G	H	I	
1	NEWHT assembly and the associated equipment, in accordance with Article 5.1.1.(a) of the Statement of Requirement. Manufacturer: _____ Model Number: _____	2	Each		TBD	TBD	TBD	TBD	TBD
2	Spare parts, components, consumables, etc.in accordance with Article 5.1.1.(b) of the Statement of Requirement.	1	Set		TBD	TBD	TBD	TBD	TBD
3	Manuals, Drawings and Documentation in accordance with Article 5.1.1.(c) (d) and (e) of the Statement of Requirement.	1	Set		TBD	TBD	TBD	TBD	TBD
<b>Total (CAD)</b>					TBD	TBD	TBD	TBD	TBD

Solicitation No. - N° de l'invitation  
**F7044-211358/A**  
 Client Reference No. - N° de référence du client  
**F7044-211358**

Amendment No. - N° de la modification  
**060ml**  
 File No. - N° de dossier  
**060ml.F7044-211358**

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

**B.2.2 - Institute Of Ocean Science - For CCGS Sir John Franklin**

Item	Description	Quantity	Unit of Issue	Firm Unit Price (CAD) per Fiscal Year				
				2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
A	B	C	D	E	F	G	H	I
<b>1</b>	NEWHT assembly and the associated equipment, in accordance with Article 5.1.1.(a) of the Statement of Requirement.  Manufacturer: _____ Model Number: _____	2	Each		TBD	TBD	TBD	TBD
<b>2</b>	Spare parts, components, consumables, etc.in accordance with Article 5.1.1.(b) of the Statement of Requirement.	1	Set		TBD	TBD	TBD	TBD
<b>3</b>	Manuals, Drawings and Documentation in accordance with Article 5.1.1.(c) (d) and (e) of the Statement of Requirement.	1	Set		TBD	TBD	TBD	TBD
<b>Total (CAD)</b>					TBD	TBD	TBD	TBD

**ANNEX C  
 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.

<b>Mandatory Technical Criteria Evaluation</b>			
<b>Item</b>	<b>Mandatory Technical Criterion</b>	<b>Requirement</b>	<b>References at Pages</b>
<b>M1</b>	<p>The Bidder must demonstrate that their proposed NEWHT assemblies meet the requirements of the Statement of Requirement, including each of the following:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> manufacturer;</li> <li><input type="checkbox"/> model number;</li> <li><input type="checkbox"/> heavy-duty cement lined carbon steel;</li> <li><input type="checkbox"/> minimum working pressure of 100 psi;</li> <li><input type="checkbox"/> minimum capacity of 200 Liters;</li> <li><input type="checkbox"/> maximum height of 2,050 mm;</li> <li><input type="checkbox"/> maximum diameter of 670 mm; and</li> <li><input type="checkbox"/> use existing available power: 600 VAC, 3 Phase, 60 Amps, 60 Hz; and</li> <li><input type="checkbox"/> maximum electric heating power consumption of 20 kW.</li> </ul>	Substantial information	
<b>M2</b>	The Bidder must provide a copy of the Class Type Approval for the proposed NEWHT assemblies in criterion M1.	Copy of the Class Type Approval	
<b>M3</b>	The Bidder must provide dimensional drawings of the NEWHT assemblies stated in criterion M1.	Substantial information	

**ANNEX D  
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 E  
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: _____

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**ANNEX F  
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 in accordance with 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 in accordance with 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 in accordance with paragraph (f)(ii).

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Authorized Representative Title

\_\_\_\_\_  
Authorized Representative Signature

**ANNEX G  
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 and Canada will have the right to terminate the resulting Contract for default. 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 and Canada will have the right to terminate the resulting Contract for default.

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