



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NF

A1C 5T2

Bid Fax: (709) 772-4603

INVITATION TO TENDER

APPEL D'OFFRES

**Tender 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.

**Soumission 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 et 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

PWGSC / TPSGC - Nfld. Region

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NF

A1C 5T2

Title - Sujet Bubbler Air Compressor - Terry Fox Compresseur d'air Bubbler - Terry Fox	
Solicitation No. - N° de l'invitation F7049-210230/A	Date 2022-01-30
Client Reference No. - N° de référence du client F7049-210230	GETS Ref. No. - N° de réf. de SEAG PW-\$OLZ-002-7757
File No. - N° de dossier OLZ-1-44133 (002)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Newfoundland Standard Time NST on - le 2022-02-24 Heure Normale de Terre-Neuve HNT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Dalton, Colleen	Buyer Id - Id de l'acheteur olz002
Telephone No. - N° de téléphone (709) 730-5114 ()	FAX No. - N° de FAX (709) 772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS VLE MLM PROGRAM 200 KENT ST., STN 7N157 OTTAWA Ontario K1A0E6 Canada	

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 SECURITY REQUIREMENTS	2
1.2 REQUIREMENT	2
1.3 DEBRIEFINGS	2
1.4 TRADE AGREEMENTS	2
1.5 EPOST CONNECT SERVICE	2
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	ERROR! BOOKMARK NOT DEFINED.
2.2 SUBMISSION OF BIDS.....	ERROR! BOOKMARK NOT DEFINED.
2.3 FORMER PUBLIC SERVANT.....	3
2.4 ENQUIRIES - BID SOLICITATION.....	5
2.5 APPLICABLE LAWS.....	5
PART 3 - BID PREPARATION INSTRUCTIONS.....	5
3.1 BID PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.2 BASIS OF SELECTION.....	12
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	13
5.1 CERTIFICATIONS REQUIRED WITH THE BID	13
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	13
PART 6 - RESULTING CONTRACT CLAUSES	15
6.1 SECURITY REQUIREMENTS	15
6.2 REQUIREMENT	15
6.3 STANDARD CLAUSES AND CONDITIONS.....	15
6.4 TERM OF CONTRACT	15
6.5 AUTHORITIES	16
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	17
6.7 PAYMENT	17
6.8 INVOICING INSTRUCTIONS	18
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	18
6.10 APPLICABLE LAWS.....	19
6.11 PRIORITY OF DOCUMENTS	19
6.12 INSURANCE	19
ANNEX "A" REQUIREMENT.....	20
ANNEX "B" BASIS OF PAYMENT	20
ANNEX "C" ELECTRONIC PAYMENT INSTUMENTS.....	21
ANNEX "D"INSURANCE REQUIREMENTS	22
ANNEX "E"CLASSIFICATION SOCIETY CERTIFICATION FORM.....	24
ANNEX "F" FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY.....	25
ANNEX "G" INTEGRITY PROVISIONS	26

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this solicitation or the subsequent contract.

1.2 Requirement

Public Services and Procurement Canada (PSPC) has a requirement, on behalf of the Canadian Coast Guard (CCG), for new Bubbler Compressors on board the CCGS Terry Fox.

This contract will supply new compressors, motors, control panels, and auxiliary equipment and interconnection controls to replace the vessel's existing air bubbler system, compressors and control systems. The contractor must supply, test and ensure satisfactory operation of two (2) electric motor driven single stage, integrally geared, single vane centrifugal compressors, local control panels, a bubbler master control panel and four remote bridge control panels as per the Statement of Requirements attached as Annex "A."

1.3 Debriefings

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

1.4 Trade Agreements

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

1.5 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids.

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

Colleen Dalton
Public Services and Procurement Canada
Canada The John Cabot Building
10 Barter's Hill, St. John's, NL A1C 5T2 or

Electronic submissions may be sent to:

PWGSC Bid Receiving Unit in Newfoundland and Labrador:
TPSGC.RARceptionSoumissionsTNL-ARBidReceivingNL.PWGSC@tpsgc-
pwgsc.gc.ca.

or

Facsimile submissions may be faxed

to: (709) 772-4603

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks;
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)
Section IV: Additional Information (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [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>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

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

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

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

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

A mandatory requirement is described using the words “shall,” “must,” “will,” “is required” or “is mandatory.”

To be deemed responsive, Bidders **must** demonstrate how they meet the mandatory technical requirements as outlined in this section. Please completed the table below and include this document as part of the technical proposal submission.

RFP REFERENCE	DESCRIPTION	MET	NOT MET	PAGE REFERENCE IN THE BID
a)	Completeness and Quality of the Written Proposal			
b)	Classification Society			
c)	Bidder's Experience			
d)	Support Capacity			
e)	Document Management Plan			
f)	System Requirements			
g)	Preliminary Planning and Scheduling			
h)	Quality Management System			

Completeness and Quality of the Written Proposal

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

The technical bid must address clearly, and in sufficient depth, the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

b) Classification Society

Bidders must provide the name of the classification society that will evaluate and approve the design of the proposed compressor system according to the laws and regulations applicable to this specific class of ship and the various requirements specified in the Statement of Work (SOW), attached as Annex "A." The selected classification society must be approved by Transport Canada Marine Safety (TCMS) under the Delegated Statutory Inspection Program (DSIP), available at this web address:
<https://www.tc.gc.ca/eng/marinesafety/dvro-fsc-dspi-1781.htm>

Bidders must complete Annex "F" – Classification Society Certification Form, indicating that they have reached an agreement with a firm to verify and approve the work.

The bidders must demonstrate that the proposed system is not a prototype and can obtain a class approval certificate as required in Annex "A" – Statement of Work.

Bidders must include the costs associated with the approval of the proposed system by the classification society listed above in their financial bid.

c) Bidder's Experience

The bidders must have designed, delivered, and installed, as a prime contractor, compressor systems of similar design and capacity that meet Classification Society Standards. Bidders must demonstrate that they have installed their own Class approved compressor systems on at least three (3) vessels.

To be valid, bidders must provide information on the date and place of the projects, an overview of the work, as well as the names and registration numbers of the vessels.

d) Support Capacity

Field Service Representatives (FSR)

Bidders must demonstrate and certify that they have, or will have, an FSR based in Canada and that qualified technicians will be available to provide on-site support within 24 hours of a request by the CCG. This service is to be provided directly at the Coast Guard base in St. John's and must be ensured for the duration of the contract and warranty period.

i) Supportability - Equipment Cost of Ownership

Bidders shall demonstrate that the equipment proposed for this contract shall have ten years remaining in its complete life cycle services, and 20 years remaining in its limited life cycle services.

Complete Life Cycle Services = Serial Production Ceased. Full spares available + Full Service Limited.

Life Cycle Services = Limited spares and services available. Equipment is not obsolete.

ii) Spare Parts Availability

Bidders must demonstrate and certify that spare parts for new equipment are quickly and easily available in North America, directly from the original manufacturers or through authorized suppliers.

e) Document Management Plan

Bidder's proposal must describe the Document Management Plan for drawings and specifications, including the details for regulatory approvals and client feedback.

f) System Requirements

The bidder must supply the following :

A. Preliminary Design Proposal (shall form part of the technical submission at bid closing) -

The design proposal shall be issued as a compilation of all information and design details required to determine suitability for the application and compliance with the technical specification requirements as defined in the SOW. The following specific information must also be included in the design proposal.

1. The design submittal shall include as a minimum comments and exceptions paragraph regarding each technical specification paragraph. Provide detailed information on structural, mechanical, electrical, or other changes or modifications necessary to adapt non-specified materials to the arrangement or details shown.
2. General arrangement drawings showing compressor base dimensions, mounting deck, skid piping, required maintenance clearances, overall weights with and without oil, and weights of the largest components requiring removal for maintenance.
3. The Bidders must provide proof by way of provisional drawings that the proposed system including all panels and ancillary equipment fit within the footprint available as defined in the SOW , section 3.1.4.
4. Preliminary Process and instrumentation diagrams (P&ID).
5. General description of the compressor with cross-sectional drawings explaining the design and operation.
6. Costing breakdown for spare parts cost of ownership analysis for a 10 year period, based on 2000 hours/year.
 - i. Parts and consumables used for routine and regularly scheduled maintenance.
 - ii. Field Service Rep cost to oversee any mandatory inspections or overhauls in that period.
7. Preliminary performance curves.
8. Provide compressor and drive motor speed-torque curves. Compressor speed- torque curve shall be at the condition with guide vanes in starting position and at the specified minimum inlet temperature.
9. Provide a detailed description of the guide vane operation.

10. Compressor lubricant specifications and quantity.
11. List of all major components and drawings/datasheets for each. The list shall include:
 - i. Motors
 - ii. Actuators and valves
 - iii. Mechanical components
 - iv. Instruments
 - v. Programmable Logic Controller (PLC)
 - vi. Operator Interface/machine monitors
12. Electrical block diagrams of all control panels, showing proposed connections to all new equipment and remaining panels.

g) Preliminary Planning and Scheduling

Bidders must provide with their proposals a preliminary planning and scheduling chart which will indicate in working days the duration of each of the following activities:

- Contract award (Day 1);
- Production and submission of the Preliminary Design Package (PDP)
- Production and submission of all drawings and other design documents (Design Review Package)
- Period of approval by Classification Society and TCMS
- Purchase of the components. Pre-assembly of the equipment at factory
- Factory Acceptance Tests (FAT) and delivery of reports
- Preliminary Installation, Operating and Maintenance Manual
- Final installation and maintenance manual
- Training of the CCG personnel.

h) Quality Management System

Bidders must provide with their proposals objective evidence that they have in place a Quality Management System registered to ISO 9001:2008 or a Quality Management System modeled on ISO 9001:2008 which will include:

- a) if registered, its valid ISO 9001:2008 certification, and;
- b) an example of its Quality Control Plan (QCP) as applied on previous projects of the same nature and complexity of this RFP, and;
a sample of an Inspection and Test Plan (ITP) developed in accordance with the QCP in (b) above.

Point Rated Technical Criteria

RFP REFERENCE	DESCRIPTION	POINTS	REFERENCE IN THE BID
a)	Supportability – On Site	/100	
b)	Proven Bubbler Compressor Installations	/100	
c)	Design Requirements	/100	
d)	Maximum Ambient Noise Level	/100	
	TOTAL :	/400	
	Minimum 150 points	YES NO	

Supportability - On Site

		Max 100
A	Compressor Trained FSR availability within 24 hours at CCG bases	50 pts
B	Permanent Compressor Trained FSR in Atlantic Canada	100 pts

To obtain the points within a), proof shall be given that the contractor has staff currently employed that are able to meet the above requirement.

Proven Bubbler Compressor Installations

		Max 100
A	3 Vessels with the bidder's class approved Bubbler Compressors	50 pts
B	5 Vessels with the bidder's class approved Bubbler Compressors	75 pts
C	7 Vessels with the bidder's class approved Bubbler Compressors	100 pts

Design Requirements

		Max 100
A	Capable of 11018 SCFM at ambient conditions ranging from -40°C to 35°C	50 pts
B	Exceeds 11018 SCFM at ambient conditions ranging from -40°C to 35°C	75 pts
C	Exceeds 11018 SCFM at ambient conditions ranging from <-40°C to > 35°C	100 pts

Maximum Ambient Noise Level

		Max 100
A	Compressor maximum noise level <100db	50 pts
B	Compressor maximum noise level <95db	75 pts
C	Compressor maximum noise level <90db	100 pts

MINIMUM POINTS REQUIRED: 150

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

To be declared responsive, a bid must:

- a) comply with all the requirements of the RFP; and
- b) meet all mandatory criteria (deliverables); and
- c) obtain the required minimum of 475 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 900 points.

Bids not meeting a, b, and c will be declared non-responsive.

- 4.2.1 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 30% for the technical merit and 70% for the price.
- 4.2.2 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 30%.
- 4.2.3 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 70%.
- 4.2.4 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.2.5 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

4.2.6 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 30/70 ratio of technical merit and price, respectively. The total available point equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (30%) and Price (70%)

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Technical Merit Score Calculation	$115/135 \times 30 = 25.56$	$89/135 \times 30 = 19.78$	$92/135 \times 30 = 20.44$
Pricing Score Calculation	$45\ 000/55\ 000 \times 70 = 57.27$	$45\ 000/50\ 000 \times 70 = 63.00$	$45\ 000/45\ 000 \times 70 = 70.00$
Combine Rating	82.83	82.78	90.44
Overall Rating	2nd	3rd	1st

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and

submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "D".
If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid nonresponsive.

5.2.3.2 Workers Compensation Certification – Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within five (5) days following a request from the Contracting Authority, a

certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.3 COVID-19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide the items detailed in the Statement of Requirements attached at Annex "A."

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions 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.

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

[1029](#) (2018-12-06), Ship repairs, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

Delivery is requested to the destination specified within on or before 31 July 2023.

Please provide your best possible delivery date _____

6.4.2 Delivery Points

Delivery is required to the Canadian Coast Guard Base, 280 Southside Road, in St. John's, NL.

Solicitation No. - N° de l'invitation
F7049-210230
Client Ref. No. - N° de réf. du client
F7049-210230

Amd. No. - N° de la modif.
File No. - N° du dossier
OLZ-1-44133

Buyer ID - Id de l'acheteur
olz002
CCC No./N° CCC - FMS No./N° VME

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Colleen Dalton
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch

10 Barter's Hill
St. John's NL A1C5T2

Telephone: 709-730-5114
Facsimile: 709-772-4603
E-mail address: colleen.dalton@pwgsc-tpsgc.gc.ca

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

6.5.2 Project Authority (to be completed upon contract award)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project 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 Contractor's Representative (to be completed by the Contractor)

Name: _____
Title: _____
Organization: _____

Address: _____

Telephone: _____

Solicitation No. - N° de l'invitation
F7049-210230
Client Ref. No. - N° de réf. du client
F7049-210230

Amd. No. - N° de la modif.
File No. - N° du dossier
OLZ-1-44133

Buyer ID - Id de l'acheteur
olz002
CCC No./N° CCC - FMS No./N° VME

Facsimile: ____

E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with **Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada**.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" – Basis of Payment for a cost of \$ _____ (inserted at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

6.7.3 Milestone Payments-Subject to Holdback

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

6.7.3 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30) T1204 - Direct Request by Customer Department
SACC Manual clause [C0705C](#) (2010-01-11) Discretionary Audit

6.7.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.8 Invoicing Instructions

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

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. a list of all expenses;
- d. the description and value of the milestone claimed.

6.8.1 Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

6.8.2 The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

6.8.3 The Contractor must not submit claims until all work identified in the claim is completed.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9.3 SACC Manual Clauses

SACC Manual clause [A0285C](#) (2007-05-25) Workers Compensation

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010A](#) (2021-12-02), General Conditions – Medium Complexity – Goods;
- (c) the supplemental general conditions 1029 (2010-08-16), Ship repairs;
- (e) Annex A, Requirement;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Electronic Payment Instruments
- (h) Annex D, Insurance Requirements
- (i) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.12 Insurance

The Contractor must comply with the insurance requirements specified in Annex “D.” The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

Solicitation No. - N° de l'invitation
F7049-210230
Client Ref. No. - N° de réf. du client
F7049-210230

Amd. No. - N° de la modif.
File No. - N° du dossier
OLZ-1-44133

Buyer ID - Id de l'acheteur
olz002
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"
REQUIREMENT
CCGS TERRY FOX
AIR BUBBLER COMPRESSOR System REPLACEMENT

Included as a separate attachment.

ANNEX "B"
BASIS OF PAYMENT

Bubbler Compressors – CCGS Terry Fox

BID AMOUNT-

Supply new compressors, motors, control panels, and auxiliary equipment and interconnection controls to replace the vessel's existing air bubbler system, compressors and control systems. The contractor must supply, test and ensure satisfactory operation of two (2) electric motor driven single stage, integrally geared, single vane centrifugal compressors, local control panels, a bubbler master control panel and four remote bridge control panels.

\$ _____

Spares (as listed in the statement of work section 6.2.2)

\$ _____

Warranty cost for a 1 year period after installation and commissioning

\$ _____

SHIPPING COSTS* (to final destination as stated within)

\$ _____

TOTAL BID AMOUNT (HST EXTRA):

\$ _____

* Shipping costs are an estimate only and will be paid at actual laid down cost supported by an invoice, with no mark-up or profit.

Solicitation No. - N° de l'invitation
F7049-210230
Client Ref. No. - N° de réf. du client
F7049-210230

Amd. No. - N° de la modif.
File No. - N° du dossier
OLZ-1-44133

Buyer ID - Id de l'acheteur
olz002
CCC No./N° CCC - FMS No./N° VME

ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "D"

INSURANCE REQUIREMENTS

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified below.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid nonresponsive.

1.1 Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

Solicitation No. - N° de l'invitation
F7049-210230
Client Ref. No. - N° de réf. du client
F7049-210230

Amd. No. - N° de la modif.
File No. - N° du dossier
OLZ-1-44133

Buyer ID - Id de l'acheteur
olz002
CCC No./N° CCC - FMS No./N° VME

j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

m. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

n. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

Solicitation No. - N° de l'invitation
F7049-210230
Client Ref. No. - N° de réf. du client
F7049-210230

Amd. No. - N° de la modif.
File No. - N° du dossier
OLZ-1-44133

Buyer ID - Id de l'acheteur
olz002
CCC No./N° CCC - FMS No./N° VME

ANNEX "E"

CLASSIFICATION SOCIETY CERTIFICATION FORM

This confirms that the bidder has entered into an agreement with the classification society identified below to complete the work as identified:

Name of Classification Society

Signature of Authorized Signatory of Classification Society

Name of Authorized Signatory of Classification Society

Title for Authorized Signatory of Classification Society

Telephone # for Authorized Signatory of Classification Society

Name of Bidder

Date Signed

ANNEX "F" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the 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 may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

Solicitation No. - N° de l'invitation
F7049-210230
Client Ref. No. - N° de réf. du client
F7049-210230

Amd. No. - N° de la modif.
File No. - N° du dossier
OLZ-1-44133

Buyer ID - Id de l'acheteur
olz002
CCC No./N° CCC - FMS No./N° VME

ANNEX "G"

INTEGRITY PROVISIONS

The Integrity Provisions of the contract require that bidders supply the following:
List of Names

(a) Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.

(b) If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

(c) The Bidder must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

Complete Legal Name of Company _____

PBN _____

List of names of the current Board of Directors or Owners:

ANNEX "H" COVID-19 VACCINATION REQUIREMENT CERTIFICATION

I, _____ (first and last name), as the representative of
_____ (name of business) pursuant to
_____ (insert solicitation number), warrant and certify that all
personnel that _____ (name of business) will provide on the
resulting Contract who access federal government workplaces where they may come into contact with
public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (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*, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a 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 for the Contract and who require access to federal government workplaces where they may come into contact with public servants.