



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
soumissions - TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Marine Machinery and Services / Machineries et services
maritimes

11 Laurier St. / 11, rue Laurier

Place du Portage III, 8B3

Gatineau

Québec

K1A 0S5

Title - Sujet CCG Spare Parts TTS Marine AS Inc.	
Solicitation No. - N° de l'invitation F7013-200013/H	Date 2022-05-13
Client Reference No. - N° de référence du client F7013-200013	
GETS Reference No. - N° de référence de SEAG PW-\$\$ML-060-28675	
File No. - N° de dossier 060ml.F7013-200013	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2022-06-09 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Therrien, Jeremy	Buyer Id - Id de l'acheteur 060ml
Telephone No. - N° de téléphone (819) 271-7187 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: (F1782) 9860 West Saanich Road, Sidney, British Columbia V8L 4B2 (F5598) 13 Ackerley Boulevard, Dartmouth, Nova Scotia B3B 1J6 208 Southside Road, St. John's, Newfoundland and Labrador B3B 1J6	

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

**TTS MARINE AS INC. SPARE PARTS
REQUEST FOR PROPOSAL (RFP)**

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**TTS MARINE AS INC. SPARE PARTS
REQUEST FOR PROPOSAL (RFP)**

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

Part 2 - Bidders 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 - Basis of Payment;

Annex B - Electronic Payment Instruments;

Annex C - List of Names;

Annex D - Certificate of Independent Bid Determination; and

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

1.2 Security Requirements

There is no Security Requirement associated with this bid solicitation.

1.3 Statement of Requirement

The requirement is detailed under the clause entitled "Statement of Requirement", of Part 6 - Resulting Contract Clauses.

1.4 Debriefings

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

1.5 Transmission by the Canada Post Corporation's (CPC) Connect Service

This bid solicitation allows Bidders to use the Canada Post Corporation's (CPC) [Connect service](https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page) (<https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page>) to submit their bid in a soft copy. For more information, consult Part 2 - Bidders 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) (<https://buyandsell.gc.ca/covid-19-vaccination-requirement-for-supplier-personnel>). Failure to submit the COVID-19 Vaccination Requirement Certification - Bid Solicitation, will render their bid non-responsive.

PART 2 - BIDDERS 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.

Standard Instructions [2003](#) (2022-03-29), Goods or Services - Competitive Requirements, apply to and form part of the bid solicitation.

Subsection 5.4 - Submission of Bids, of Standard Instructions [2003](#) (2022-03-29), Goods or Services - Competitive Requirements, is amended as follows:

Delete: 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 and time indicated on page 1 of the bid solicitation.

2.3 Transmission by the Canada Post Corporation's (CPC) Connect Service

Unless specified otherwise in the bid solicitation, bids may be submitted by using the Canada Post Corporation's (CPC) [Connect service](https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page) (<https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page>). The process to follow is available on the [Steps to Submit a Bid Using the Canada Post Corporation's \(CPC\) 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 the CPC's Connect service for responses to bid solicitations issued by Public Works and Government Services Canada (PWGSC) in the National Capital Region is: TPSGC.PARceptiondessousmissions-APBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca.

To submit a bid using the CPC's Connect service, Bidders must either:

- a. send directly their bid only to the specified PWGSC Bid Receiving Unit, using their own licensing agreement between their organization and the CPC; or
- b. send as early as possible, and in any case, at least six federal government business days before 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 a CPC's Connect service conversation. Requests to open a CPC's Connect service conversation received after that time may not be answered.

If Bidders send an email requesting the CPC's Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate a CPC's Connect service conversation. The CPC's Connect service conversation will create an email notification from the CPC prompting Bidders to access and action the message within the conversation. Bidders will then be able to submit their bid afterward at any time before the bid solicitation closing date and time.

If Bidders are using their own licensing agreement to send their bid, Bidders must keep the CPC's Connect service 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 CPC's Connect service message's description field of all electronic transmissions.

The use of the CPC's Connect service requires a Canadian mailing address. Should Bidders 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 CPC's Connect service.

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

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

The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the CPC's Connect service conversation, regardless of whether the conversation was initiated by Bidders using their 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 CPC's Connect service conversation or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC's Connect service.

Bids submitted by the CPC's Connect service constitute the formal bids of Bidders and must be submitted in accordance with Section 5 - Submission of Bids, of Standard Instructions [2003](#) (2022-03-29), Goods or Services - Competitive Requirements.

2.4 Improvement of Requirement During the Bid Solicitation

Should Bidders consider that the specifications or Annex A - Basis of Payment, 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 Bidders 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 Ontario.

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, then it will be considered that the specified applicable laws are accepted by Bidders.

2.7 Bid Challenge and Recourse Mechanisms

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

Several mechanisms are available to potential Bidders 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 the:

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

There are strict prescribed periods for filing complaints and they 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 Center for Greening Government of the Treasury Board of Canada Secretariat, the Government of Canada will ensure that Canada is a global leader in government operations that are net-zero, resilient and green.

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

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

2.9 Best Delivery Date

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

2.10 Condition of Material

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

2.11 Substitute Products

Substitute products that are equivalent in form, fit, function, quality and performance to the items specified in Annex A - Basis of Payment, will be considered if Bidders:

- a. provide the brand name, Model Number, Part Number, specifications and description, as applicable, of the substitute product;
- b. state that the substitute product is fully interchangeable with the item specified;
- c. provide complete specifications and descriptive literature for each substitute product;
- d. provide a compliance statement that include technical specifications showing that the substitute product meets all the specifications of the bid solicitation; and
- e. provide a statement from the Original Equipment Manufacturer (OEM) approving the equivalency of the substitute product.

Substitute products offered as equivalent in form, fit, function, quality and performance will not be considered if:

- a. the bid fails to provide all the information requested to allow the Technical Authority to fully evaluate the equivalency of each substitute product; or
- b. the substitute product fails to meet all the specifications of the bid solicitation.

In conducting the evaluation of bids, Canada may, but will have no obligation to, request Bidders offering a substitute product to demonstrate, at the sole cost of Bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

If a substitute product proposed by Bidders is rejected by Canada, their bid will be financially non-compliant since there won't be enough information to evaluate their bid; unless Bidders provided in their bid, before the bid solicitation closing date, firm prices for the items specified in the bid solicitation.

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 Bidders choose to submit their bid in a soft copy, Bidders must follow Section 8 - Transmission by facsimile or by the Canada Post Corporation's (CPC) Connect service, of Standard Instructions [2003](#) (2022-03-29), Goods or Services - Competitive Requirements. Bidders must submit their bid in a single transmission. The CPC's [Connect service](https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page) (<https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page>) 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 submitting enough substantial information describing completely and in detail how each requirement is met or addressed. Bidders should submit with their Technical Bid, a document indicating clearly where the substantial information for each of the sections listed 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.

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 A - Basis of Payment.

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

Section III: Certifications and Additional Information

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

3.2 Electronic Payment of Invoices

Bidders willing to accept payment of invoices by Electronic Payment Instruments must submit Annex B - Electronic Payment Instruments, to identify which ones are accepted. If the Annex is not completed, then 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 their bid non-responsive.

3.4 Accessible Procurement

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

- a. demonstrate how their proposed goods or services meet the accessibility requirement; or
- b. describe how they would deliver their goods or services under a resulting Contract in a way that meets 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 a 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 Financial Evaluation

Bidders must submit firm prices for all items specified in Annex A - Basis of Payment.

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

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

4.1.2.1 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.

4.2 Basis of Selection - Lowest Evaluated Price

To be declared responsive, a bid must comply with all the requirements of the bid solicitation. The responsive bid with the lowest evaluated price will be recommended for the award of a Contract.

If more than one responsive bid was submitted by a single Bidder, Canada will have the right to recommend for the award of a Contract any one of these with a lower evaluated price than any responsive bid submitted by other Bidders.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be eligible 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, their 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, their 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 Section 1 - Integrity Provisions - Bid, of Standard Instructions [2003](#) (2022-03-29), Goods or Services - Competitive Requirements, 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.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide them with a prescribed period within which to submit the completed certifications and additional information. Failure to comply with the request from the Contracting Authority within the prescribed period and submit the completed certifications and additional information will render their 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>), Bidders must provide the required documentation, as applicable, to be given further consideration in the bid solicitation. Bidders should submit Annex C - 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 concerning 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. Bidders must provide the required documentation to be given further consideration in the bid solicitation. Bidders should submit Annex D - Certificate of Independent Bid Determination.

5.2.3 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) (<https://buyandsell.gc.ca/covid-19-vaccination-requirement-for-supplier-personnel>), Bidders must submit the COVID-19 Vaccination Requirement Certification - Bid Solicitation, 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. Bidders must submit Annex E - COVID-19 Vaccination Requirement Certification - Bid Solicitation.

5.2.4 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-Contractor-program.html#s4) 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) (<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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-Contractor-program.html#s4).

5.2.5 List of Proposed Subcontractors

If their bid includes the use of subcontractors for the performance of the Work, Bidders 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 for the performance of the Work.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no Security Requirement applicable to the Contract.

6.2 Statement of Requirement

The Contractor must provide the items in accordance with Annex A - Basis of Payment.

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>) issued by Public Works and Government Services Canada (PWGSC).

6.3.1 General Conditions

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

6.3.2 Supplemental General Conditions

Supplemental General Conditions 4013 (2021-11-29), Compliance with On-site Measures, Standing Orders, Policies and Rules; and

Supplemental General Conditions 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 _____ inclusive.

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

6.4.2 Delivery

6.4.2.1 Delivery Date

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)

6.4.2.2 Delivery Points

Delivery of the requirement will be made to:

- a. **Institute of Ocean Science - For the CCGS Sir John Franklin**
CANADIAN COAST GUARD (CCG)
9860 WEST SAANICH ROAD
NORTH SAANICH, BRITISH COLUMBIA V8L 4B2
CANADA
- b. **DFO-CCG Dartmouth - For the CCGS Captain Jacques Cartier**
CANADIAN COAST GUARD (CCG)
FLEET WAREHOUSE
13 AKERLEY BOULEVARD, DEPOT O5C
DARTMOUTH, NOVA SCOTIA B3B 1J6
CANADA
- c. **DFO-CCG St. John's - For the CCGS John Cabot**
CANADIAN COAST GUARD (CCG)
TECHNICAL STORES WAREHOUSE
280 SOUTHSIDE ROAD
ST. JOHN'S, NEWFOUNDLAND AND LABRADOR A1C 5X1
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 (PSPC)
Marine Services and Small Vessels Sector (MSSVS)
Refit, Logistics and Small Vessel Construction Directorate
Machinery and Logistics Support Division - ML
Address: 11 LAURIER STREET, PLACE DU PORTAGE III, 6A2-25
GATINEAU, QUEBEC K1A 0S5
CANADA
Cellphone: (819) 271-7187
Email address: Jeremy.Therrien@tpsgc-pwgsc.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Directorate: _____

Address: _____

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

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

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

6.5.3 Inspection Authority

The Inspection Authority for the Contract is:

a. Institute of Ocean Science - For the CCGS Sir John Franklin

Name: _____
 Title: Vessel Maintenance Manager (VMM)
 Directorate: Canadian Coast Guard (CCG)
 CCGS Sir John Franklin
 Address: 9860 WEST SAANICH ROAD
 NORTH SAANICH, BRITISH COLUMBIA V8L 4B2
 CANADA
 Telephone: _____
 Cellphone: _____
 Email address: _____
 Vessel Email address: _____

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

Name: _____
 Title: Vessel Maintenance Manager (VMM)
 Directorate: Canadian Coast Guard (CCG)
 CCGS Captain Jacques Cartier
 Address: 13 AKERLEY BOULEVARD
 DARTMOUTH, NOVA SCOTIA B3B 1J6
 CANADA
 Telephone: _____
 Cellphone: _____
 Email address: _____
 Vessel Email address: _____

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

Name: _____
 Title: Vessel Maintenance Manager (VMM)
 Directorate: Canadian Coast Guard (CCG)
 CCGS John Cabot
 Address: 280 SOUTHSIDE ROAD
 ST. JOHN'S, NEWFOUNDLAND AND LABRADOR A1C 5X1
 CANADA
 Telephone: _____
 Cellphone: _____
 Email address: _____
 Vessel Email address: _____

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

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 an authorized inspector and any other Government of Canada inspector who may from time to time be assigned in support of the authorized inspector.

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 Ann Annex A - Basis of Payment, 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.

6.5.4 Contractor's Representative(s)

The Contractor's Representative(s) for the Contract is/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, Bidders should add their credentials)

Suppliers interested in doing business with Canada are encouraged to [Register as a Supplier](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier) (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>) on the [Supplier Registration Information \(SRI\)](https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJdGlVbj1yZWdpc3Rlci5pbmRybyZpZD03) system (<https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJdGlVbj1yZWdpc3Rlci5pbmRybyZpZD03>) 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 A - 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 modification, design change, design deviation, additional Work or interpretation of the Work will be authorized or paid

to the Contractor unless these modifications, these design changes, these design deviations, this additional Work or these interpretations of the Work 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 the clause entitled "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 Contractors

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.

6.7 Invoicing Instructions

The Contractor must submit one invoice per shipment for each destination in accordance with the section 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:

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

6.7.1 Invoice Submission

Section 10 - Invoice Submission, of the General Conditions **2010A** (2021-12-02), Goods - Medium Complexity, is amended by adding the following paragraphs at the end of Subsection 2:

- f. if applicable, the shipment number and destination; and
- g. the invoice number.

All other provisions remain in effect.

6.8 Applicable Laws

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

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

6.9 Priority of Documents

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

- a. the Articles of Agreement;
- b. the Supplemental General Conditions **4013** (2021-11-29), Compliance with On-site Measures, Standing Orders, Policies and Rules;
- c. the Supplemental General Conditions **4014** (2021-11-29), Suspension of the Work;
- d. the General Conditions **2010A** (2021-12-02), Goods - Medium Complexity;
- e. Annex A - Basis of Payment; and
- f. 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 coverage 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 concerning 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 (ADR) services to attempt to address the dispute.

Options of ADR 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 the:

- a. Business Dispute Management (BDM) Program; and
- b. Office of the Procurement Ombudsman (OPO).

6.12 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 2019-01 of the Treasury Board Secretariat of Canada and the Guidelines on the Proactive Disclosure of Contracts.

6.13 Certifications and Additional Information

Compliance with the certifications provided by the Contractor in their bid is a condition of the Contract and subject to verification by Canada during the Contract period. The Contracting Authority will have the right to ask for additional information to verify the Contractor's compliance with the certifications. 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. Failure to comply with the certifications or to comply with any request or requirement imposed by the Contracting Authority, Canada will have the right to terminate the Contract for default.

6.13.1 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.

6.14 Permission to Subcontract

When, in accordance with the General Conditions, 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://publisservice-app.pwgsc.gc.ca/forms/pdf/1137.pdf>) - Application for Permission to Subcontract.

6.15 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.

6.16 Shelf Life

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

6.17 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.

6.18 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.

6.19 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.

6.20 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 BASIS OF PAYMENT

A.1 Firm Quantity

A.1.1 Institute of Ocean Science - For the CCGS Sir John Franklin

A.1.1 - Institute of Ocean Science - For the CCGS Sir John Franklin					
Item	Description	Quantity	Unit of Issue	Firm Unit Price (CAD)	Sub-total (CAD) (C x E = F)
A	B	C	D	E	F
1	Manufacturer: TTS Marine AS Inc. Part Number: 133020.99 Name: Return Filter Maximo: NA539530	1	Each		
2	Manufacturer: TTS Marine AS Inc. Part Number: 402656 Name: Level Sensor Maximo: NA538728	1	Each		
3	Manufacturer: TTS Marine AS Inc. Part Number: 112437 Name: Slew Gearbox Maximo: NA538729	2	Each		
4	Manufacturer: TTS Marine AS Inc. Part Number: 19817 Name: Filter Indicator Maximo: NA539500	1	Each		
5	Manufacturer: TTS Marine AS Inc. Part Number: 96591 Name: Breather Filter Maximo: NA538741	1	Each		
6	Manufacturer: TTS Marine AS Inc. Part Number: 107026.99 Name: Level Gauge with Temp Sensor Maximo: NA539467	1	Each		
7	Manufacturer: TTS Marine AS Inc. Part Number: 96582 Name: Return Filter Splashguard Maximo: NA539542	1	Each		
8	Manufacturer: TTS Marine AS Inc. Part Number: 126768 Name: Filter Element, Hydraulic Maximo: NA538742	1	Each		
9	Packing & Handling and Shipping to the Institute of Ocean Science - For the CCGS Sir John Franklin (Section 6.4.2.2(a))	1	Each		
Total (CAD)					

A.1.2 DFO-CCG Dartmouth - For the CCGS Captain Jacques Cartier

A.1.2 - DFO-CCG Dartmouth - For the CCGS Captain Jacques Cartier					
Item	Description	Quantity	Unit of Issue	Firm Unit Price (CAD)	Sub-total (CAD) (C x E = F)
A	B	C	D	E	F
1	Manufacturer: TTS Marine AS Inc. Part Number: 133020.99 Name: Return Filter Maximo: NA539530	1	Each		
2	Manufacturer: TTS Marine AS Inc. Part Number: 402656 Name: Level Sensor Maximo: NA538728	1	Each		
3	Manufacturer: TTS Marine AS Inc. Part Number: 112437 Name: Slew Gearbox Maximo: NA538729	2	Each		
4	Manufacturer: TTS Marine AS Inc. Part Number: 19817 Name: Filter Indicator Maximo: NA539500	1	Each		
5	Manufacturer: TTS Marine AS Inc. Part Number: 96591 Name: Breather Filter Maximo: NA538741	1	Each		
6	Manufacturer: TTS Marine AS Inc. Part Number: 107026.99 Name: Level Gauge with Temp Sensor Maximo: NA539467	1	Each		
7	Manufacturer: TTS Marine AS Inc. Part Number: 96582 Name: Return Filter Splashguard Maximo: NA539542	1	Each		
8	Manufacturer: TTS Marine AS Inc. Part Number: 126768 Name: Filter Element, Hydraulic Maximo: NA538742	1	Each		
9	Packing & Handling and Shipping to the DFO-CCG Dartmouth - For the CCGS Captain Jacques Cartier (Section 6.4.2.2(b))	1	Each		
Total (CAD)					

A.1.3 DFO-CCG St. John's - For the CCGS John Cabot

A.1.3 - DFO-CCG St. John's - For the CCGS John Cabot					
Item	Description	Quantity	Unit of Issue	Firm Unit Price (CAD)	Sub-total (CAD) (C x E = F)
A	B	C	D	E	F
1	Manufacturer: TTS Marine AS Inc. Part Number: 133020.99 Name: Return Filter Maximo: NA539530	1	Each		
2	Manufacturer: TTS Marine AS Inc. Part Number: 402656 Name: Level Sensor Maximo: NA538728	1	Each		
3	Manufacturer: TTS Marine AS Inc. Part Number: 112437 Name: Slew Gearbox Maximo: NA538729	2	Each		
4	Manufacturer: TTS Marine AS Inc. Part Number: 19817 Name: Filter Indicator Maximo: NA539500	1	Each		
5	Manufacturer: TTS Marine AS Inc. Part Number: 96591 Name: Breather Filter Maximo: NA538741	1	Each		
6	Manufacturer: TTS Marine AS Inc. Part Number: 107026.99 Name: Level Gauge with Temp Sensor Maximo: NA539467	1	Each		
7	Manufacturer: TTS Marine AS Inc. Part Number: 96582 Name: Return Filter Splashguard Maximo: NA539542	1	Each		
8	Manufacturer: TTS Marine AS Inc. Part Number: 126768 Name: Filter Element, Hydraulic Maximo: NA538742	1	Each		
9	Packing & Handling and Shipping to the DFO-CCG St. John's - For the CCGS John Cabot (Section 6.4.2.2(c))	1	Each		
Total (CAD)					

ANNEX B 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 C LIST OF NAMES

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

- a. Bidders 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. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- c. Bidders that are a partnership do not need to provide a list of names.

During the evaluation of bids, Bidders 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, Bidders have 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 themselves, their affiliates and their first-tier subcontractors; and
- b. any change affecting the list of names submitted.

Canada may verify information provided by Bidders 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. Bidders must provide the requested information within the prescribed period. Failure to do so may render Bidders ineligible to Contract or enter into a real property agreement with Canada.

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

ANNEX D
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. check the applicable box below:
 - ☐ the Bidder warrants and certifies that they have arrived at the bid independently from, and without consultation, communication, agreement or arrangement with, any competitor; or
 - ☐ the Bidder warrants and certifies that they have 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 that does not meet the requirements of the bid solicitation; except as specifically disclosed in accordance with paragraph (f)(ii).
- h. also, 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 before 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 E 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 paragraph (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 identified 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, their 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, their 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 considered 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