



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada</p> <p>Electronic Copy:</p> <p>soumissionsbids@ec.gc.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE CANADA</p> <p>Nous offrons d’effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Refurbishment and 10-year Certification for Hydrostatic Testing of 38 Tubes on Helium Tube Trailer</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000078038</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2024-04-17</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 02:00 P.M. on – le 2024-05-20</p>	<p>Time Zone – Fuseau horaire</p> <p>EDT</p>
	<p>F.O.B – F.A.B Destination</p>	
	<p>Address Enquiries to - Adresser toutes questions à Caitlin Andersen – Caitlin.Andersen@ec.gc.ca</p>	
	<p>Telephone No. – N° de téléphone 1-289-812-9507</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2024-10-31</p>	
	<p>Destination of Services / Destination des services Canada</p>	
	<p>Security / Sécurité See Herein</p>	
	<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l’entrepreneur</p>	
	<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>
	<p>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)</p>	
	<p>Signature</p>	<p>Date</p>



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- Attachment "1" to Annex A, Condition of Trailer

List of Annexes:

- Annex “A” Statement of Work
- Annex “B” Basis of Payment
- Annex “C” Insurance Requirements



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

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

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

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

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

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

The Attachments include the Financial Bid Presentation Sheet, Mandatory Technical Criteria, Point Rated Technical Criteria and Condition of Trailer.

The Annexes include the Statement of Work, the Basis of Payment, and Insurance Requirements.

1.2 Summary

1.2.1 Environment and Climate Change Canada has a requirement to complete the refurbishment and 10-year certification for Hydrostatic testing of 38 tubes on helium tube trailer as detailed in the Statement of Work, Annex "A" to the bid solicitation. The period of the contract is from Date of Contract to October 31, 2024.

1.2.2 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.

1.2.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

1.2.4 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the Canada–Chile Free Trade Agreement, the Canada–Colombia Free Trade Agreement, the Canada–Honduras Free Trade Agreement, the Canada–Korea Free Trade Agreement, the Canada–Panama Free Trade Agreement, and Canada-Peru Free Trade Agreement.



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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 - BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the PSPC/PWGSC *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 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: “send its bid only to Environment and Climate Change Canada as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: “Deleted”

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: “the Procurement Business Number of each member of the joint venture,”

Insert: “Deleted”

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety



Insert: "Deleted"

At Section 05 Submission of Bids, Subsection 05 (4):

Delete: "sixty (60) days"

Insert: "one hundred and twenty (120) days"

2.2. SACC Manual Clauses

A7035T (2007-05-25), List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things 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 off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

2.3. Submission of Bids

Bids must be submitted to Environment and Climate Change Canada at the address and by the date, time and place indicated on page 1 of the bid solicitation.

Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (07) of the Standard Instructions, where a Bidder has commenced transmission of its bid through CanadaBuys (SAP Ariba) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.



Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.4. Former Public Servant – Competitive Bid

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 FPS, 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 non-responsive.

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 FPS 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: 2019-01](#) 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.

2.5. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 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.

2.6. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by 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, it acknowledges that the applicable laws specified are acceptable to the bidders.

2.7. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 7 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.8. Bid Challenge and Recourse Mechanisms

Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



2.9. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Carvel Radar site, Alberta - 1529 Hwy 16A, Carvel, AB T0E 0H0, 53.56056°N 114.14495°W, on 26 April 2024. The site visit will begin at 09:00 MDT. Please meet in the small parking lot by the gate.

Bidders are requested to communicate with the Contracting Authority no later than 24 April 2024 at 12:00pm to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (1 soft copies on .pdf).
- Section II: Financial Bid (1 soft copies on .pdf).
- Section III: Certifications (1 soft copies on .pdf).

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 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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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; and
- (3) print on both sides of the paper.

Note for electronic submission of bids:

In order to be considered, bids must be received by the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: soumissionsbids@ec.gc.ca
Attention: Caitlin Andersen
Solicitation Number: 5000078038



Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

Section I: Technical Bid

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

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

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment "1" to Part 3". The total amount of Applicable Taxes must be shown separately.

3.1.2 Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment "1" to Part 3. The total amount of Applicable Taxes must be shown separately.

3.1.3 Bidders must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

3.1.4 Bidders should include the following information in their financial bid:

(a) Their legal name; and



- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



ATTACHMENT “1” TO PART 3 - FINANCIAL BID PRESENTATION SHEET

1.0 The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid.

2.0 The Bidder’s prices must be submitted based on the tasks described below. The price must not include GST/HST. Overhead and profit are to be included in the firm, all-inclusive price. FOB destination, Canadian customs duties and excise taxes included.

Task as outlined in Annex “A” Statement of Work	Description	Due Date	Subtotal
3.1	Transportation	3.1.a. Pickup Within 3 weeks of Contract Award	\$ _____
		3.1.b. Drop-off on or before October 31, 2024	\$ _____
3.2	Trailer Repair and Certification	On or before October 31, 2024.	\$ _____
3.3	Additional Services	On or before October 31, 2024.	\$ _____
	Total Estimated Price:		\$ _____
	Tax (<i>insert at contract award</i>)		\$ _____
	TOTAL (<i>insert at contract award</i>)		\$ _____



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.2. Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

4.2. Technical Evaluation

4.2.1. Mandatory Technical Criteria

Mandatory evaluation criteria are included in Attachment "1" to Part 4.

4.3. Financial Evaluation

4.3.1 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

For evaluation purposes only, the price of the bid will be determined as follows:

- 4.3.1.1.** For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment "1" to Part 3.

4.4 Basis of Selection - Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



**ATTACHMENT "1" TO PART 4,
MANDATORY TECHNICAL CRITERIA**

Bidders must clearly demonstrate compliance with each mandatory technical criteria. Failure to demonstrate compliance will result in the offer being deemed non-responsive, and be given no further consideration.

Item #	Performance Specification	Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents.	Met/Not Met
1.1	<p>Proof of certification/registration, according to standard CSA B620:20, with Transport Canada allowing the requalification of cylinders and tubes.</p> <p>To demonstrate this accreditation, the Bidder must provide a current and valid copy of their Transport Canada CSA B620:20 certificate/registration.</p> <p>If the certification document is not provided with the bid proposal, the bidder must submit it to the Contracting Authority's attention within 3 days of request from the Contracting Authority.</p>		



PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

5.1. Certifications Required Precedent to Contract Award

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2. 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.

5.2. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.



5.2.1. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.



PART 6 – INSURANCE REQUIREMENTS

6.1. 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 the contract.

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 non-responsive.



PART 7 - RESULTING CONTRACT

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

Title: *(insert only at contract award)*

7.1. Statement of Work

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

7.2. Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2022-12-01), General Conditions - Professional Services (High Complexity), as modified below, apply to and form part of the Contract.

7.2.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____ *(insert name(s) of person(s))*.

7.3. Security Requirement

7.3.1 There is no security requirement applicable to this Contract.

7.4. Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to October 31, 2024 inclusive.

7.5. Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:



Name: Caitlin Andersen
Title: Team Manager - Operations West
Environment and Climate Change Canada
Procurement and Contracting Division
Address: 867 Lakeshore Road, Burlington, ON L7S 1A1

Telephone: 289-812-9507
E-mail address: Caitlin.Andersen@ec.gc.ca

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

7.5.2 Project Authority

Insert at 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.

7.5.3 Contractor's Representative

Insert at contract award

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

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



7.6. 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7. Payment

7.7.1 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 of \$ _____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

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

7.7.2 Limitation of Price

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

7.8. Invoicing Instructions

7.8.1 Single Payment

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

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.

7.8.2 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department



1. Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

7.9. Certifications and Additional Information

7.9.1 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.

7.10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. *(insert only at contract award)*

7.11. 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 2035 (2022-12-01), General Conditions - Professional Services (High Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) 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)).*

7.12. Insurance Requirements – Specific requirement

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



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

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

7.13. SACC Manual Clauses

D3014C (2007-11-30) Transportation of Dangerous Goods/Hazardous Products

The Contractor must obtain the authorization from the Department of Transport to transport dangerous goods/hazardous products before the carrier may accept a charter involving the transportation of dangerous goods/hazardous products.

7.14. Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



ANNEX "A" STATEMENT OF WORK

1.0 Title:

Refurbishment and 10-year Certification for Hydrostatic Testing of 38 Tubes on Helium Tube Trailer.

2.0 Background:

The pressure vessels rotate through the arctic at the Environment and Climate Change Canada upper air weather station facility. The tankers are part of a 2-year cycle where after fill-up they are transported to the barge docks at St. Catherine's or Hay River depending on the requirements to await sea-lift in the summer to dock at their final destination. The helium tube trailer is an integral part of our operation as they are used to perform twice daily radiosonde balloon release at the ECCCC upper air weather stations in the arctic. The balloon releases a obtain all the necessary information forecasters require to make accurate forecasts to ensure the safety and security of all Canadians.

As per the legislation Hydrostatic testing is mandatory 10-year certification for pressure vessels to Transport Canada code: 3AAX-2400. Currently one (1) ECCC tanker is expired and requires the mandatory 10 year certification hydrostatic testing. The tanker must have a 10-year certification before being re-filled and put back into operation.

3.0 Scope of Work:

Tasks:

3.1 Transportation

Within three weeks of contract award, the Contractor must transport helium tube trailer License plate # 8133-03. Equipment No.: EnvCan38Tube to the Contractors site for certification and additional services as described in this Statement of Work and return the helium tube trailer as outlined below:

The location for trailer pickup prior to certification is:

Carvel Radar site, Alberta - 53.56056°N 114.14495°W - 1529 Hwy 16A, Carvel, AB T0E 0H0

The location for trailer drop off after certification and authorized repairs are completed is:

Carvel Radar site, Alberta - 53.56056°N 114.14495°W - 1529 Hwy 16A, Carvel, AB T0E 0H0

The Contractor must arrange drop off of the trailer with the Project Authority, within 4 weeks upon completion of tasks, or by October 31, 2024, whichever comes first. Drop off must be



discussed with the Project Authority and an agreed upon date and time must be set once all tasks outlined in this Statement of Work are completed.

3.2 Trailer Repair and Certification

In accordance with TC CSA Standard B620:20 and TC 10-year certification code 3AAX-2400 for the tubes the Contractor must:

- Remove all tubes, fill with water.
- Pressure test tubes with acoustic emission (10-year).
- Drain tubes, reinstall back on unit.
- Install all new valves and burst discs front and rear.
- Purge tubes with warm nitrogen to dry.
- Pressure test to maximum allowable working pressure (MAWP) with nitrogen and check for leaks.
- Identify and complete all repairs required for certification to the tankers.
- Provide certification labelling on the trailer and all applicable certification documents.

3.3 Additional services

The Contractor must complete the following additional services:

- Complete refurbishment of the helium trailer, including work to make the trailer roadworthy.
- Tube cleaning.

Any work performed by the Contractor in the absence of authorization by the Project Authority will be done at the Contractors own expense.

4.0 Sustainable Procurement Considerations

The Contractor should make an effort to ensure that their operations and performance of the Work align with the Treasury Board [Policy on Green Procurement](#) and [Greening Government Strategy](#).

5.0 Accessibility Considerations

The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the [Accessible Canada Act](#), its associated regulations and standards, and Treasury Board Contracting Policy.



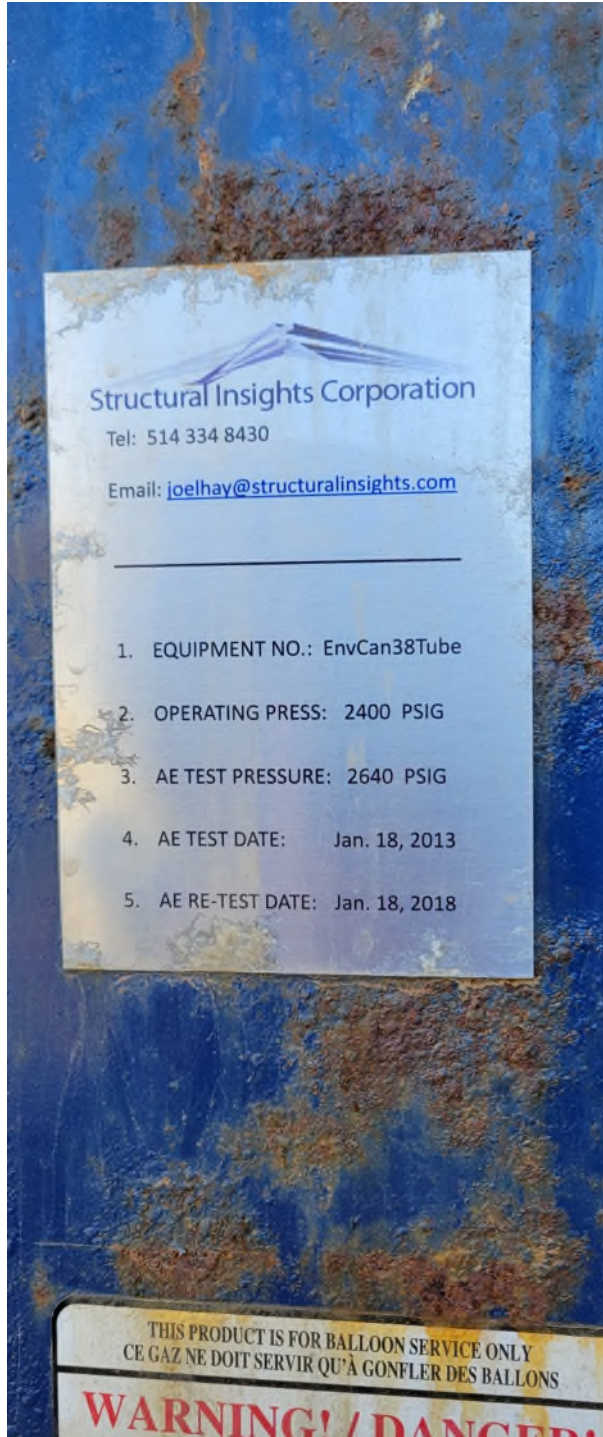
ATTACHMENT "1" TO Annex 'A'
Condition of Trailer
(Photos taken September 22, 2023)









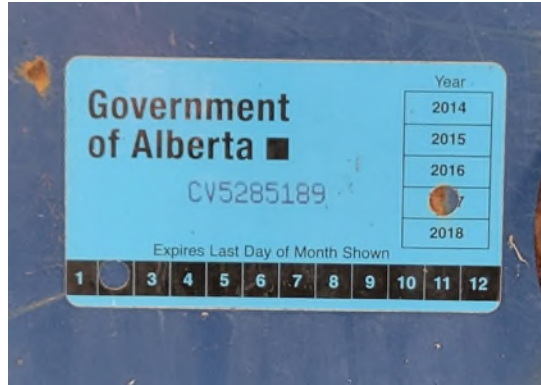






TISEC *Acoustic Emission Tube Test Summary*
Trailer: EnvCan38Tube

Testing by		
TISEC Inc 601 Route 364, Morin Heights, QC, J0R 1H0, Canada Tel: +1 450 226 6804	Representative/Contact: Joel Hay , VP-Inspections joelhay@structuralinsights.com	Test Date: 2013-01-18
Client		
Environment Canada #200, 4599-98 Avenue Edmonton AB T6B 2X3	Representative/Contact: Elizabeth Logan	Purchase Order#: K4E21-12-0865
Trailer		
Number: EnvCan38Tube	Owner: Environment Canada	
Tested Location: Praxair, Delta, BC		
Tube dimensions: 9.625 inch OD x 20 ft long	Tube description: CTC/DOT- 3AAX-2400	Service: Helium
AE Test		
Certified Operator: Joel Hay, TISEC Inc.		Qualified Inspector: Dr. D. Robert Hay, TISEC Inc.
Pressurized by: Helium	Service Pressure: 2400psi	Test Pressure: 2640psi (110% of service pressure)
AE Instrument: TISEC Inc. STAR™ System for Tube Testing And Reporting		
AE Sensors: Physical Acoustics R30I-AST, 340kHz resonant, integral pre-amp		
Sensor Location: 25mm inboard of dome tangent point, 2 sensors per tube, both at the same radial position		
Couplant: Dow Corning High Vacuum Grease		
Calibration: 2H 0.5mm pencil breaks, on each end of each tube.		
All breaks were detected by both sensors and their source located.		
Test threshold was fixed 34dB	Low noise test. No filtering was required.	
Visual Examination		
Visual inspection was performed on all tubes that were accessible. All tubes were found in good condition.		
Conclusion		
All 38 tubes passed the acoustic emission tests and visual examination in accordance with Transport Canada Special Permit TC-SU-6077 and can be used immediately.		





ANNEX "B"
BASIS OF PAYMENT

(to be completed at contract award)



ANNEX "C" INSURANCE REQUIREMENTS

G2001C (2018-06-21), Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.



- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- 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. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. 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 co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.