



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

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

1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
Halifax  
Nova Scotia  
B3J 1T3  
Bid Fax: (902) 496-5016

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Diesel Driven Seawater Pump Pompe d'eau de mer alimentée au diesel	
<b>Solicitation No. - N° de l'invitation</b> W355B-227837/B	<b>Date</b> 2021-10-27
<b>Client Reference No. - N° de référence du client</b> W355B-22-7837	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$HAL-220-11387	
<b>File No. - N° de dossier</b> HAL-1-87039 (220)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Atlantic Standard Time AST <b>on - le 2021-11-09</b> Heure Normale de l'Atlantique HNA	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dunphy, Nancy	<b>Buyer Id - Id de l'acheteur</b> hal220
<b>Telephone No. - N° de téléphone</b> (902) 456-4287 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CP01 FMF Cape Scott HMC Dockyard Maritime Forces Atlantic Door 13 Bldg D-200 HALIFAX Nova Scotia B3K5X5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
Halifax  
Nova Scot  
B3J 1T3

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

**This bid solicitation cancels and supersedes previous solicitation no. W355B-227837/A dated 2021-07-08 with a closing date 2021-07-27 at 02:00PM (ADT).**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Requirement**

The Department of Defence (DND), Fleet Maintenance Facility Cape Scott (FMFCS), Halifax, Nova Scotia, B3K 5X5 has a requirement for the Supply, delivery, and warranty of One (1) Diesel Driven Seawater Pump. This pump may be used to provide Fire Main Services to ships and submarines via seawater suction. There will also be an option to purchase a second complete unit for delivery to postal code V9A 7N2.

The requirement is detailed under Annex "A" of the resulting contract clauses.

### **1.2 Debriefings**

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

### **1.3 Canadian Content**

This procurement is conditionally limited to Canadian goods.

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the following trade agreements:

Canadian Free Trade Agreement (CFTA).

### **1.5 epost Connect service**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

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

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### 2.1.1 **SACC Manual Clauses**

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

[B1000T](#) (2014-06-26), Condition of Material – Bid

[B3000T](#) (2006-06-16), Equivalent Products

### 2.2 **Submission of Bids**

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

Bid Receiving Public Works and Government Services Canada / Réception des soumissions  
Travaux publics et services gouvernementaux  
1713 Bedford Row  
Halifax, NS B3J 1T3

Email for epost Connect:

[TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#).

Facsimile number: (902) 496-5016

**IF A BIDDER IS SUBMITTING A "SECOND" ALTERNATIVE PIECE OF EQUIPMENT, BIDDERS MUST SUBMIT ANOTHER SEPARATE RFP DOCUMENT.**

### 2.3 **Enquiries - Bid Solicitation**

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

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

### 2.4 **Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

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.

## 2.5 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.

## PART 3 - BID PREPARATION INSTRUCTIONS

**IF A BIDDER IS SUBMITTING A "SECOND" ALTERNATIVE PIECE OF EQUIPMENT, BIDDERS MUST SUBMIT ANOTHER SEPARATE RFP DOCUMENT.**

### 3.1 Bid Preparation Instructions

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

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

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

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

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

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

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

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

#### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the mandatory technical requirements in Annex "A".

#### **Section II: Financial Bid**

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

##### **3.1.1 Electronic Payment of Invoices – Bid**

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

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

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

##### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

#### **Section III: Certifications**

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

### **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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps

#### 4.1.1 Technical Evaluation

Mandatory Technical Requirements are included in Annex "A".

##### 4.1.1.1 Equivalent Products – Bid

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - a. designates the brand name, model and/or part number of the substitute product;
  - b. states that the substitute product is fully interchangeable with the item specified;
  - c. provides complete specifications and descriptive literature for each substitute product;
  - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the 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.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

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

#### 4.2 Basis of Selection

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.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

#### **5.1.2 Additional Certifications Required with the Bid**

##### **5.1.2.1 Canadian Content Certification**

###### **5.1.2.1.1 SACC Manual clause [A3050T](#) (2020-07-01), Canadian Content Definition**

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered. Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

**The Bidder certifies that:**

**( ) the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.**

SACC Manual clause [A3070T](#) (2020-07-30), Evaluation Procedures for Procurement Conditionally Limited to Canadian Content

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

### 5.2.1 Integrity Provisions – Required Documentation

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

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

There is no security requirement associated with this procurement.

### 6.2 Statement of Requirement

The requirement is detailed under Annex "A" – Statement of Requirement and Mandatory Criteria.

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

[2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive.

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#### **6.4.2 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods described in Annex "A", Article 7 of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option within twelve (12) months after contract award by sending a written notice to the Contractor

#### **6.4.3 Delivery Date**

All the deliverables must be received on or before TBD.

#### **6.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Nancy Dunphy  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1713 Bedford Row, Halifax, NS B3J 3C9

Telephone: 902-456-4287  
Facsimile: 902-496-5016  
Email: [nancy.dunphy@pwgsc-tpsgc.gc.ca](mailto:nancy.dunphy@pwgsc-tpsgc.gc.ca)

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

#### **6.5.2 Technical Authority (will be named at contract award)**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail: \_\_\_\_\_.

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The Technical Authority named above 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 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 Contractor's Representative (BIDDER TO FILL IN)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a *firm unit price(s), as specified in Annex "B" for a cost 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.

### 6.6.2 Limitation of Price

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

### 6.6.3 Method of Payment

SACC Manual clause [H1001C](#) 2008-05-12 Multiple Payments

### 6.6.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

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## 6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:

Department of National Defence  
Maritime Forces Atlantic  
FMF Cape Scott  
Bldg. D200, Finance, 3<sup>rd</sup> Floor  
P.O. Box 99000, Station Forces  
Halifax NS B3K 5X5  
E-Mail FMFCS\_AccountsPayable@forces.gc.ca

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

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

### 6.8.2 SACC Manual Clauses

SACC Manual clause [A3060C](#) (2008-05-12), Canadian Content Certification

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

## 6.9 Applicable Laws

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

## 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010A](#) (2020-05-28), Goods (Medium Complexity
- (c) Annex A, STATEMENT OF REQUIREMENT and Mandatory Specifications;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

## 6.11 Condition of Material – Contract

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

## 6.12 SACC Manual Clauses

SACC *Manual* clause [B1501C](#) (2018-06-21) Electrical equipment  
SACC *Manual* clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement  
SACC *Manual* clause [A9006C](#) (2012-07-16) Defence Contract  
SACC *Manual* clause [D2000C](#) (2007-11-30) Markings  
SACC *Manual* clause [D2001C](#) (2007-11-30) Labelling  
SACC *Manual* clause [D2025C](#) (2017-08-17) Wood Packing Materials

## 6.13 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all 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 the requirements of the Statement of Work 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.

## 6.14 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 REQUIREMENT and Mandatory Specifications.**

#### **TITLE: Diesel Driven Seawater Pump**

#### **1. GENERAL DESCRIPTION**

The Department of Defence (DND), Fleet Maintenance Facility Cape Scott (FMFCS) has a requirement for the Supply, delivery, and warranty of One (1) Diesel Driven Seawater Pump. This pump may be used to provide Fire Main Services to ships and submarines via seawater suction. Destination address is CPO1 FMF Cape Scott, HMC Dockyard, Maritime Forces Atlantic, Door 13 Bldg D-200, Halifax, Nova Scotia, B3K-5X5.

Twelve (12) months from award of contract - there will also be an option to purchase a second complete unit, destination is Central Storage Facility, Fleet Maintenance Facility CAPE BRETON, CFB Esquimalt (Dockyard), Building D250 – Door 33, 1600 Esquimalt Road, Victoria, BC V9A-7N2.

Diesel Driven Seawater Pump: Suggested Manufacturer: GODWIN (or equivalent)  
MODEL No.: CD150M or CD150S (or equivalent)

Suggested Manufacturer for PARTS/ACCESSORIES: GODWIN (or equivalent)

Spill Containment System: Suggested Manufacturer: Brady L Rod Spill Berm (or equivalent)

#### **2. Diesel Driven Seawater Pump General Features**

- 2.1. Mounted on a painted steel or aluminum skid with anti-rust/corrosion properties
- 2.2. Lifting point for crane located so that load is balanced
- 2.3. Lifting pockets for forklift
- 2.4. Self-priming (dry)
- 2.5. Minimum 6" suction
- 2.6. Minimum 6" output/discharge
- 2.7. Flange style discharge
- 2.8. Centrifugal type pump
- 2.9. Diesel engine drive system
- 2.10. Handle up to 3" solids
- 2.11. Minimum suction height 28'
- 2.12. Minimum 140ft head from system
- 2.13. Minimum 1600 USGPM from system
- 2.14. Coupled diesel engine drive
- 2.15. Capable of continuous service
- 2.16. Fuel tank to allow minimum 12 hours of continuous service
- 2.17. Dry run capability
- 2.18. Maximum weight 8000lbs
- 2.19. Maximum length 12 ft.
- 2.20. Maximum width 5 ft.
- 2.21. Capable of pumping seawater with no damage to the pump
- 2.22. Capable of running year round in all weather conditions common to Nova Scotia

### 3. Required options

- 3.1. 30ft x 6" suction hose with connector and suction strainer.
- 3.2. Spill containment system must meet the following as a minimum:
  - 3.2.1. Capable of containing 125% of the hazardous material contained in the Diesel Driven Seawater Pump with the pump inside the containment system.
  - 3.2.2. Must be compatible with the products to be contained.
  - 3.2.3. Capable of either indoor or outdoor use.
  - 3.2.4. Limited assembly required to allow for quick setup with minimal to no tools.
- 3.3. One (1) CSA or Equivalent Certification

### 4. Accessories, parts and options

- 4.1. All accessories, parts and options must be completely compatible with each other and the Diesel Driven Pump System that is specified herein.

### 5. Electrical Certification:

- 5.1. The equipment being supplied must be certified by an acceptable Electrical Certification Organization. The following Certification Organizations are acceptable. The electrical control must bear a label from one of these organizations in order to be recognized as approved. Identify which Organization must be used:
  - 5.1.1. Canadian Standards Association (CSA),
  - 5.1.2. QPS/Entela,
  - 5.1.3. Intertek Testing Services,
  - 5.1.4. Underwriters Laboratories of Canada (ULC),
  - 5.1.5. Underwriters Laboratories Inc. (UL),
  - 5.1.6. Met Laboratories Inc. (MET),
  - 5.1.7. TUV Rheinland of North America,
  - 5.1.8. Quality Auditing Institute (QAI),
  - 5.1.9. TUV America Inc.
- 5.2. NOTE: Labels from all Organizations above (with the exception of CSA and ULC), must be accompanied by a small "c" at the eight o'clock position or Canadian Standard number to indicate the product has been certified to the Canadian Standard.,
- 5.3. Electrical equipment that is not certified by one of the above agencies can only be accepted if the equipment is "field" inspected and labelled by the Canadian Standards Association (CSA), QPS/Entela, Intertek Testing Services, MET Laboratories, TUV America Inc., Underwriters Laboratories of Canada under the Special Inspection Program. This inspection must take place before equipment delivery to FMF Cape Scott and a copy of verification documentation report must accompany the machine with delivery. Identify which Organization will be used:
  - 5.3.1. Canadian Standards Association (CSA),
  - 5.3.2. QPS/Entela,
  - 5.3.3. Intertek Testing Services,
  - 5.3.4. Met Laboratories Inc. (MET),
  - 5.3.5. TUV America Inc.,
  - 5.3.6. Underwriters Laboratories of Canada (ULC).

## 6. Documentation Required

6.1. Manufacturers original hard copy equipment manuals, quantity: two (2), containing:

- 6.1.1. Installation manual
- 6.1.2. Maintenance manual
- 6.1.3. Operating manual
- 6.1.4. Parts list
- 6.1.5. Electrical circuit diagrams.

## 7. Optional Requirement – FMF Cape Breton

7.1. Optional Requirement – To be exercised within 12 months of equipment being commissioned at FMFCS in Halifax, NS.

- 7.1.1. One (1) Diesel Driven Seawater Pump
- 7.1.2. 30ft x 6" suction hose with connector and suction strainer.
- 7.1.3. Spill containment system to meet the following as a minimum:
  - 7.1.3.1. Capable of containing 125% of the hazardous material contained in the Diesel Driven Seawater Pump with the pump inside the containment system.
  - 7.1.3.2. Must be compatible with the products to be contained.
  - 7.1.3.3. Capable of either indoor or outdoor use.
  - 7.1.3.4. Limited assembly required to allow for quick setup with minimal to no tools.
- 7.1.4. One (1) CSA or Equivalent Certification
- 7.1.5. Delivery to:
  - Central Storage Facility
  - Fleet Maintenance Facility CAPE BRETON
  - CFB Esquimalt (Dockyard)
  - Building D250 – Door 33
  - 1600 Esquimalt Road
  - Victoria, BC V9A 7N2

**MANDATORY EVALUATION CRITERIA**

**TITLE: Diesel Driven Seawater Pump**

**Instructions:** Bidders should include a copy /ecopy of descriptive literature; if available, for the item(s) offered in sufficient detail to clearly indicate compliance with each of the individual requirements from the Statement of Requirement (SOR) detailed herein.

Bidders should cross reference the page number and highlight the specification in your technical data sheets or brochure to demonstrate and support your compliance for each of the Mandatory Technical Criteria within the SOR. You may add any comments to support your bid.

It will be to your advantage to furnish as much detail as possible to support your comments and your claims of compliance for each specification.

**NOTE:** The Crown is under NO obligation to seek clarification of the bid(s) or the supporting technical documentation provided. Failure to meet any of the following will render your proposal non-compliant and will be given no further consideration.

Bidders **must** comment or provide page number for each and every line item of the following table, or their bid will be deemed non-compliant.

NO.	SPECIFICATIONS	PAGE NUMBER OR CROSS REFERENCE	COMMENT(S)
2.1	Mounted on a painted steel or aluminum skid with anti-rust/corrosion properties		
2.2	Lifting point for crane located so that load is balanced		
2.3	Lifting pockets for forklift		
2.4	Self-priming (dry)		
2.5	Minimum 6" suction		
2.6	Minimum 6" output/discharge		
2.7	Flange style discharge		
2.8	Centrifugal type pump		
2.9	Diesel engine drive system		
2.10.	Handle up to 3" solids		
2.11	Minimum suction height 28'		
2.12	Minimum 140ft head from system		
2.13	Minimum 1600 USGPM from system		
2.14	Coupled diesel engine drive		
2.15	Capable of continuous service		
2.16	Fuel tank to allow minimum 12 hours of continuous service		
2.17	Dry run capability		

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<b>NO.</b>	<b>SPECIFICATIONS</b>	<b>PAGE NUMBER OR CROSS REFERENCE</b>	<b>COMMENT(S)</b>
2.18	Maximum weight 8000lbs		
2.19	Maximum length 12 ft.		
2.20.	Maximum width 5 ft.		
2.21	Capable of pumping seawater with no damage to the pump		
2.22	Capable of running year round in all weather conditions common to Nova Scotia		
3.2.1	Capable of containing 125% of the hazardous material contained in the Diesel Driven Seawater Pump with the pump inside the containment system.		
3.2.2	Must be compatible with the products to be contained.		
3.2.3	Capable of either indoor or outdoor use.		
3.2.4	Limited assembly required to allow for quick setup with minimal to no tools.		
5	Electrical Certification		

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## ANNEX "B"

### Basis of Payment

Pricing offered must be in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

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

No further charges will be allowed.

**Table #1 Firm Requirement: Delivery is on or before March 31, 2022.**

ITEM	U/I	QTY	UNIT PRICE	EXTENDED
Diesel Driven Seawater Pump as fully detailed in Annex A Suggested Manufacturer: GODWIN (or equivalent) MODEL No.: CD150M or CD150S (or equivalent) <b>Make and Model:</b>	EA	1		
30"x6" Suction Hose w/Connector and Suction Strainer as fully detailed in Annex A Suggested Manufacturer for PARTS/ACCESSORIES: GODWIN (or equivalent) <b>Make and Model:</b>	EA	1		
Spill Containment System as fully detailed in Annex A Suggested Manufacturer: Brady L Rod Spill Berm (or equivalent) <b>Make and Model:</b>	EA	1		
CSA or Equivalent Certification	EA	1		
Taxes extra – Warranty/Shipping & Handling included			<b>TOTAL</b>	

**Bidder's best delivery date:** \_\_\_\_\_ (Table #1 only)

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**Table #2 Optional Requirement: Must be ordered by DND within 12 months of contract award.**

ITEM	U/I	QTY	UNIT PRICE	EXTENDED
Diesel Driven Seawater Pump as fully detailed in Annex A Suggested Manufacturer: GODWIN (or equivalent) MODEL No.: CD150M or CD150S (or equivalent) <b>Make and Model:</b>	EA	1		
30"x6" Suction Hose w/Connector and Suction Strainer as fully detailed in Annex A Suggested Manufacturer for PARTS/ACCESSORIES: GODWIN (or equivalent) <b>Make and Model:</b>	EA	1		
Spill Containment System as fully detailed in Annex A Suggested Manufacturer: Brady L Rod Spill Berm (or equivalent) <b>Make and Model:</b>	EA	1		
CSA or Equivalent Certification	EA	1		
Taxes extra – Warranty/ Shipping & Handling included			<b>TOTAL</b>	

**Total Table #1:** \$ \_\_\_\_\_

**Total Table #2:** \$ \_\_\_\_\_

**Total Cost:** \$ \_\_\_\_\_ HST extra

**Lowest compliant bidder will be recommended for award of a contract.**

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## **ANNEX "C" to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.*

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only)

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## **ANNEX "D"**

### **Integrity Requirements**

Bidder must submit with their bid, by the bid solicitation closing date:

(a) A complete list of names of all individuals who are currently directors of the Bidder;

#### **Complete Legal Name of Supplier:**

Supplier Address: \_\_\_\_\_

Supplier PBN: \_\_\_\_\_

List of Directors: Please provide a list of names of all individuals currently on the Board of Directors of the above company.

#### **Board of Directors (Full Name and Position)**

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