



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

Title - Sujet Anodes, Sacrificial Zinc Alloy supply, ship & deliver 625 Anodes (Sacrificial Zinc Alloy) for the Jetty NH	
Solicitation No. - N° de l'invitation W684H-220073/A	Date 2021-12-24
Client Reference No. - N° de référence du client W684H-22-0073	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-208-11424	
File No. - N° de dossier HAL-1-87098 (208)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Standard Time AST on - le 2022-01-13 Heure Normale de l'Atlantique HNA	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: LeBlanc, JoAnne	Buyer Id - Id de l'acheteur hal208
Telephone No. - N° de téléphone (902) 225-6730 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE Real Property Operations Section PO Box 99000 STN Forces Willow Park Bldg #7 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

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

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this procurement.

1.2 Statement of Requirement

The requirement is detailed under Annex A – Statement of Requirement, attached herein.

1.3 Debriefings

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

1.4 Canadian Content

The requirement is subject to **a preference** for Canadian goods and services.

1.5 epost Connect service

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

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

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

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

Facsimile number: (902) 496-5016

2.3 Former Public Servant

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

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Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-1-87098

Buyer ID - Id de l'acheteur
HAL208
CCC No./N° CCC - FMS No./N° VME

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 6 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

2.6 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

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
Section II: Financial Bid
Section III: Certifications

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

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

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

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

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

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work, as outlined in Annex A – Statement of Requirement.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment – **Annex “B”**.

3.1.1 Electronic Payment of Invoices – Bid (TO BE COMPLETED BY CONTRACTOR, IF/WHERE APPLICABLE)

If you are willing to accept payment of invoices by Electronic Payment Instruments, please refer to the below list of Electronic Payment Instruments, and identify which ones are accepted.

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

ELECTRONIC PAYMENT INSTRUMENTS

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

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

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

3.1.2 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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

The bidders should demonstrate in their bids that they fulfil all of the specifications detailed under Annex A – Statement of Requirement.

4.1.2 Financial Evaluation

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders

The total bid price will be determined by the total cost as per the Annex B – Basis of Payment, herein.

4.2 Basis of Selection

4.2.1 A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

Bidders should complete the Annex B – Basis of payment as it will be used for evaluation purposes.

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. **The Bidder should complete Annex "C", attached herein.**

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

5.1.2.2 SACC Manual clause A3050T (2020-07-01) Canadian Content Definition

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

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

The Contractor must provide the requirement in accordance with the Statement of Requirement - Annex "A", herein.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

Section 32 Anti-forced labour requirements is added as follows:

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the [Customs Tariff – Schedule](#) (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the [Customs Tariff – Schedule](#) as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
 - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US [Trade Facilitation and Trade Enforcement Act](#) (TFTEA) of 2015; or
 - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.

4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the Criminal Code or the Immigration and Refugee Protection Act:
Criminal Code
 - i. section 279.01 (Trafficking in persons);
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
 - iii. subsection 279.02(1) (Material benefit - trafficking);
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or*Immigration and Refugee Protection Act*
 - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
 - i. in the case of a conviction, whether the court acted within its jurisdiction;
 - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
 - iii. whether the court's decision was obtained by fraud; or
 - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

6.4 Term of Contract

6.4.1 Delivery Date

All goods shall be delivered and received **by March 31, 2022**.

6.4.3 Delivery Point:

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:

JoAnne K LeBlanc
Supply Officer
Public Works and Government Services Canada

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Buyer ID - Id de l'acheteur
HAL208
CCC No./N° CCC - FMS No./N° VME

Acquisitions Branch
1713 Bedford Row
Halifax, NS B3J 1T3
Cell: 902-225-6730
E-mail: joanne.leblanc3@tpsgc-pwgsc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

Will be completed at Contract award

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

6.5.3 Contractor's Representative (TO BE COMPLETED BY CONTRACTOR)

Name: _____

Position/title: _____

Phone: _____

Email: _____

Procurement Business Number: _____

Procurement Business Number:

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, as defined in Annex A herein, and in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ _____ (**this amount will be inserted at contract award**). Customs duties are *included*, and **Applicable Taxes are extra**.

6.7.2 Limitation of Price

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

6.7.3 Method of Payment – Single Payments

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

6.7.4 SACC Manual Clauses

[C2000C](#) (2007-11-30), Taxes – Foreign-based Contractor

6.7.5 Electronic Payment of Invoices – Contract

(will be reflected if and where applicable at contract award, based on bidder's response)

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);

6.8 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:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 SACC Manual Clauses

SACC Manual Clause A3060C (2008-05-12), Canadian Content Certification

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A **(2021-12-02)** General Conditions: Goods (medium complexity);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (date will be inserted at contract award).

6.12 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

TITLE: SUPPLY AND DELIVERY OF ANODES, SACRIFICIAL ZINC ALLOY, FOR JETTY NH

PART 1 – GENERAL

1.1 DEFINITIONS

1.1.1 "Anodes" shall mean Anodes, Sacrificial Zinc Alloy, Type ZHC-50 (P7B2).

1.2 DESCRIPTION OF WORK

1.2.1 This specification covers the supply, shipping, and delivery of six hundred and twenty five (625) Anodes for Jetty NH in accordance with the requirements herein.

1.3 DELIVERY DATE

1.3.1 Time shall be of the essence in all aspects of the Contract. All Anodes must be received as soon as practically possible, by the most expedient shipping mode and delivery route.

1.3.2 Delivery **and receipt of all** Anodes shall be **no later than March 31, 2022**.

1.4 DELIVERY POINTS

1.4.1 Delivery of the requirement will be made to the Delivery Point, which shall be as follows:

FMF Cape Scott HMC Dockyard
Maritime Forces Atlantic
Door 108 Bldg. D-108
Halifax, Nova Scotia
B3K 5X5
Canada

1.4.2 If agreed to in writing by Department of National Defence (DND), delivery of the requirement may be made to the Backup Delivery Point, which shall be as follows:

FMF Cape Scott HMC Dockyard
Maritime Forces Atlantic
Door 13 Bldg. D-200
Halifax, Nova Scotia
B3K 5X5
Canada

1.4.3 All deliveries must be made to the Delivery Point or Backup Delivery Point between the hours of 0730 and 1600 Monday to Friday, excluding statutory holidays. No deliveries will be accepted outside of these times.

1.4.4 Minimum notice of seventy-two (72) hours shall be given in writing to DND in advance of the delivery date for deliveries to the Delivery Point or Backup Delivery Point. Canada shall not be responsible to Vendor for any extra costs or delays in receipt of deliveries where such notice is not given to DND.

1.5 TRANSPORTATION COSTS

1.5.1 If transportation costs are payable by Canada under the Contract and the Vendor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. **These costs shall be shown as a separate item on the invoice.**

1.6 TRANSPORTATION CARRIERS' LIABILITY

- 1.6.1 The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government. Where increased carrier liability is available without charge, the Vendor must obtain the increased liability for shipment.

1.7 PACKING AND HANDLING

- 1.7.1 Packaging shall conform to manufacturer's normal commercial practice, and in such a manner that will ensure acceptance by common carrier and afford protection against physical and mechanical damage during shipping.
- 1.7.2 Shipping containers shall conform to carrier regulations as applicable to the mode of transportation.
- 1.7.3 Pallets shall be in accordance with MIL-P15011. The Anodes shall be secured to the pallet with tension tied, coated or galvanized, steel strapping applied lengthwise and girth-wise. Minimum size of the strapping shall be 0.075 by 0.035 in. (20 by 10 mm). The gross weight of the pallet load shall not exceed 3000 lb (1362 kg).
- 1.7.4 The boxes shall be in accordance with Federal Specifications PPP-B-601 (overseas type) or PPP-B621, Class 2. The gross weight of the box shall not exceed approximately 500 lb (227 kg). Box closure and strapping shall be in accordance with the applicable box specification or appendix thereto. The boxes shall be modified by the addition of skids, for gross weights exceeding 200 lb (91 kg), in accordance with the applicable box specification.
- 1.7.5 Anodes shall be protected from exposure to the weather, damaging liquids, oils, greases, and other foreign materials during shipping and delivery. Anodes shall be undamaged when delivered to site and shall be handled, transported, and stored so as to prevent damage such as, but not limited to, fracturing, cracking, flaking or chipping.

1.8 SHIPMENT DOCUMENTATION

- 1.8.1 For the shipment of goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and contract number, including the Client Reference Number (CRN) and Procurement Business Number (PBN). If the goods have been inspected at the Vendor's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

1.9 SHIPPING REQUIREMENTS

- 1.9.1 For shipments from China, Europe, Norway, United States of America, and United Kingdom: Goods must be shipped Delivered Duty Paid (DDP) as per Incoterms 2010. Block and Brace and Security Information requirements and associated costs shall be agreed to by DND and Vendor in writing prior to shipment.
- 1.9.2 For shipments within Canada: Goods must be shipped Delivered at Place (DAP) as per Incoterms 2010. Block and Brace requirements and associated costs shall be agreed to by DND and Vendor in writing prior to shipment.
- 1.9.3 For shipments from all other countries or regions not specifically identified: Shipping requirements and associated costs shall be agreed to by DND and Vendor in writing prior to shipment.

1.10 REJECTION

- 1.10.1 Anodes that are delivered to the site damaged, or that do not conform to the requirements of this specification upon delivery, will be rejected by DND.

1.10.2 Anodes rejected by DND shall be removed from site by the Vendor and replaced with new Anodes meeting the requirements of this specification. Vendor shall pay all costs associated with removal and replacement of rejected Anodes.

1.11 INSTALLATION

1.11.1 There is no requirement on the part of the Vendor for installation of the Anodes on Jetty NH.

1.12 SECURITY REQUIREMENTS

1.12.1 Delivery will be a commercial delivery in the secure Administrative Zone within the HMC Dockyard. As such no Visitor Clearance Request (VCR) or security clearance shall be required.

1.12.2 Vendor shall complete a Contractor Employee Access List (CEAL) in order to allow their delivery personnel access into the HMC Dockyard.

1.12.2.1 All Vendor personnel that will need to access HMC Dockyard shall be identified on the CEAL in order to be allowed into the HMC Dockyard.

1.12.2.2 Vendor shall submit completed CEAL to DND Project Manager at least five (5) business days in advance of the date for which access into HMC Dockyard is required.

1.12.2.3 Modifications of Contractor personnel listed on the CEAL shall be submitted to the DND Project Manager at least twenty-four (24) hours in advance of the date for which access into HMC Dockyard is required.

1.12.3 Vendor personnel shall present valid government photo identification at the entrance gate, for verification against the CEAL, to gain access to the HMC Dockyard and Administrative Zone. Vendor personnel shall keep valid government photo identification on their person at all times when in the HMC Dockyard and Administrative Zone.

1.13 REFERENCE DOCUMENTS

1.13.1 ASTM F1182-07 (2019) – Standard Specification for Anodes, Sacrificial Zinc Alloy.

1.13.2 MIL-P-15011 – Pallets Material Handling, Wood Post Construction, 4-Way Entry.

1.13.3 PPP-B-601 – Boxes, Wood, Cleated Plywood.

1.13.4 PPP-B-621, Class 2 – Boxes, Wood, Nailed and Lock-Corner.

PART 2 – PRODUCTS

2.1 ANODES

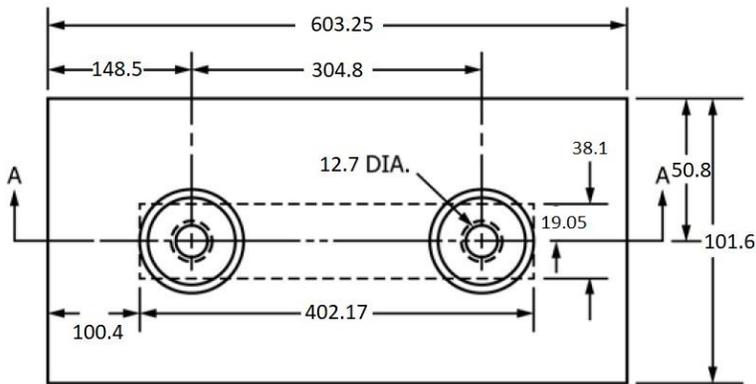
2.1.1 The Anodes provided shall adhere to the following specifications:

2.1.1.1 Chemical Composition, Zinc Anodes (Galvanic Protectors):

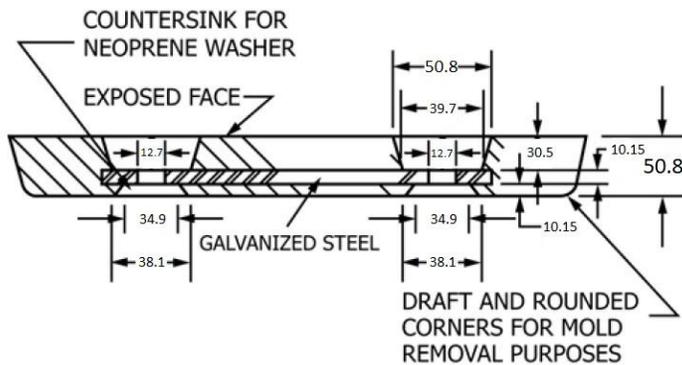
Lead, % Max	Iron, % Max	Cadmium, %	Copper, % Max	Aluminum, %	Zinc, %
0.006	0.005	0.025-0.15	0.005	0.1-0.5	remainder

2.1.1.1 Dimensions of Anode (mm, nominal)

Width 101.6 mm (4.0 inches) nominal
Thickness 50.8 mm (2.0 inches) nominal
Length 603.25 mm (23.74 inches) nominal



PLAN VIEW



SECTION A-A

2.1.1.3

Item	Anode, Sacrificial Zinc Alloy, Particulars to ASTM F1182-07 (2019)		Quantity
01	Description	ZHC-50 (P7B2)	625
	NATO Stock Number (NSN)	5340-21-660-0392	
	Length, Nominal	23.75 in (603.25 mm) ± 1/8 in (3.175 mm)	
	Width, Nominal	4.0 in (101.6 mm) ± 1/8 in (3.175 mm)	
	Thickness, Nominal	2.0 in (50.8 mm) ± 1/8 in (3.175 mm)	
	Center to Center Distance Between Holes	12.125 inches (308.0 mm) ± 1/8 in (3.175 mm)	
	Core	Galvanized Steel	
	Supply Package	Pallets or Boxes to article 1.7.3 &1.7.4	

2.1.2 Anodes shall be supplied with a manufacturer's or supplier's certification that samples representing each lot have been manufactured, tested, and inspected in accordance with ASTM F1182-07(2019) and the requirements have been met.

2.1.3 Each anodes shall be cast, die-stamped, or scribed with the following: manufacturer's symbol, unique non-recurring heat number, and numbers and letters corresponding to ASTM F1182-07(2019).

2.2 MATERIAL & EQUIPMENT

2.2.1 The Vendor shall provide material and equipment that is new production of current manufacture supplied by the principal manufacturer or its accredited agent.

2.2.2 The DND Engineer shall mean the DND RPOS(H) Civil/Marine Engineer.

2.3 WARRANTY

2.3.1 Vendor shall provide a minimum of one (1) year manufacturer's warranty for the Anodes supplied. Warranty shall include all labor and materials necessary to replace any faulty Anodes under warranty at no extra cost to DND.

2.3.2 Warranty shall be issued directly to the Department of National Defence – CFB Halifax and shall not be limited in dollar value. The warranty period shall be valid for not less than one (1) year from the date of acceptance of the work. Warranty certificate shall be supplied to DND time of delivery.

Second Lieutenant Scott Hubbard, EIT
Department of National Defence (DND)
RPOS(H) Civil / Marine Engineering
9 July 2021

Solicitation No. - N° de l'invitation
W684H-220073/A
Client Ref. No. - N° de réf. du client
W684H-22-0073

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-1-87098

Buyer ID - Id de l'acheteur
HAL208
CCC No./N° CCC - FMS No./N° VME

ANNEX "B" – BASIS OF PAYMENT

1. The price of the bid will be evaluated in Canadian dollars, the Goods and Services tax or the Harmonized Sales Tax excluded, FOB destination including Canadian customs duties and excise taxes included.
2. Extended total price will be determined as follows: $C = A \times B$.

Table 1 – Pricing Includes supply, shipping, delivery, Canadian customs duties and excise taxes.				
Item	Description	Number of anodes (A)	Pricing (per anode) (B)	Extended Total (C) = (A) x (B)
1.	Anode, sacrificial zinc alloy, type ZHC-50 (P7B2)	625	\$ _____	\$ _____
Total Bid Price				\$ _____ GST/HST extra

For the purposes of evaluation of price proposal:

Total cost of Table A \$ _____

Total cost of Table B \$ _____

Total cost (Table A + Table B) \$ _____ (HST extra)

NAME OF BIDDING COMPANY / BIDDER: _____

Date: _____

Solicitation No. - N° de l'invitation
W684H-220073/A
Client Ref. No. - N° de réf. du client
W684H-22-0073

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-1-87098

Buyer ID - Id de l'acheteur
HAL208
CCC No./N° CCC - FMS No./N° VME

ANNEX "C" - INTEGRITY PROVISIONS – LIST OF DIRECTORS

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

3. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

4. In the case of a joint venture - For a Joint Venture - the names of all current members of the Joint venture;

5. For an individual - the full name of the person
