



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
See herein for bid submission
instructions/

Voir la présente pour les
instructions sur la présentation
d'une soumission

NA

British Columbia

SOLICITATION AMENDMENT MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise
indicated, all other terms and conditions of the Solicitation
remain the same.

Ce document est par la présente révisé; sauf indication contraire,
les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

| | |
|---|--|
| Title - Sujet Towlines, Bridles, & Stretcher Lines Câbles de remorquage, brides et lignes d'étirement | |
| Solicitation No. - N° de l'invitation F1808-211001/A | Amendment No. - N° modif. 001 |
| Client Reference No. - N° de référence du client F1808-211001 | Date 2022-01-21 |
| GETS Reference No. - N° de référence de SEAG PW-\$XLV-166-8335 | |
| File No. - N° de dossier XLV-1-44112 (166) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Pacific Standard Time PST on - le 2022-01-28 Heure Normale du Pacifique HNP | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Castle, David G. | Buyer Id - Id de l'acheteur xlvl66 |
| Telephone No. - N° de téléphone (250) 217-6555 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| Delivery Required - Livraison exigée | 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 |

| | | |
|---|----------------------------|---------------------------------------|
| Solicitation No. - N° de l'invitation F1808-211001/A | Amd. No. - N° de la modif. | Buyer ID - Id de l'acheteur xlv166 |
| Client Ref. No. - N° de réf. du client F1808-211001 | File No. - N° du dossier | CCC No./N° CCC - FMS No./N° VME |

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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 Annexes include the Statement of Work, Basis of Payment, Insurance Requirements, Financial Bid Presentation Sheet, Electronic Payment Instruments, Integrity Verification – List of Directors, COVID-19 Vaccination Requirement Certification, and Bid Package Checklist.

1.2 Summary

1.2.1 Description

The Department of Fisheries and Oceans has a requirement for the procurement of a variety of tow lines for towing operations in their fleet as per Annex A. The period of the contract will be from contract award to March 31, 2022.

1.2.2 Trade Agreements

The requirement is not subject to any trade agreements.

1.2.3 epost Connect

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.

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 COVID-19 Vaccination Requirement (2021-10-22)

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

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](#) (2021-12-02), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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:

PWGSC Pacific Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted.
The Bidder must send an e-mail requesting to open an epost Connect conversation to the following address:

TPSGC.RPRReceptiondessoumissions-PRBidReceiving.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.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above **at least six days** before the solicitation closing date.

2.3 Former Public Servant – Non applicable

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

The Bidder must submit its bid electronically 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

Bids transmitted by facsimile or hardcopy will not be accepted.

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>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

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.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Annex "D".

3.1.2 Electronic Payment of Invoices – Bid

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

If Annex "G" 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.

3.1.3 Exchange Rate Fluctuation

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

3.1.4 SACC Manual Clauses

Section III: Certifications

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

Section IV: Additional Information

N/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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Offeror must demonstrate that they will offer the goods as described in the Technical Statement of Requirement - Annex A by completing the mandatory evaluation in Annex C.

4.1.1.3 Technical Evaluation Requirements

Mandatory Technical Criteria

The supplier must complete Annex C: Mandatory Technical Requirement

Mandatory Financial Criteria

The supplier must complete the financial presentation sheet at Annex D.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

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

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory and lowest price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical criteria as per Annex C; and
 - c. provide the lowest overall price as per Annex D.
2. Bids not meeting (a) or (b) or (c) will be declared non-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 Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-iff/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-iff/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 – N/A

5.1.2.2 COVID-19 Vaccination Requirement Certification (2021-10-22)

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

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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.2 Status and Availability of Resources

SACC Manual Clause [A3005I](#) (2010-08-16), Status and Availability of Resources

5.2.3.4 Education and Experience

SACC Manual clause [A3010I](#) (2010-08-16), Education and Experience

PART 6 - SECURITY, FINANCIAL AND OTHER 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 Annex "E".

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 CLAUSES

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

7.1 Technical Statement of Requirement - Contract

The Contractor must provide the goods in accordance with the Technical Statement of Requirement at Annex A.

7.1.1 Optional Goods

The Contractor grants to Canada the irrevocable options to acquire goods described in the Contract, including Annexes A & B, under the same conditions and at the prices and/or rates stated in the Contract.

The options 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 options on multiple occasions and at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.2 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.

7.2.1 General Conditions

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

7.3 Anti-forced Labour Requirements (2021-11-04)

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
 - vii. section 118 (Trafficking in persons).

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:
- in the case of a conviction, whether the court acted within its jurisdiction;
 - whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
 - whether the court's decision was obtained by fraud; or
 - 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.

7.4 Supplemental General Conditions

7.5 Term of Contract

7.5.1 DELIVERY DATE

All the deliverables must be received on or before **March 31, 2022**.

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Dave Castle
Supply Specialist
Public Works and Government Services Canada
Marine Acquisitions
Telephone: 250-217-6555
E-mail: David.Castle@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.

7.6.2 Technical Authority

The Technical Authority for the Contract is: *(will be inserted at time of contract award)*

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

The Technical 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.

7.6.3 Contractor's Representative

The bidder is to complete table below and submit with their bid.

| Contact for: | Name | Telephone | Email |
|--------------------|------|-----------|-------|
| Contracting issues | | | |
| Technical issues | | | |
| Invoicing issues | | | |

7.7 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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

| | | |
|---|---------------------------------------|--|
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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.

7.8 Payment

7.8.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the contract, the Contractor will be paid the firm unit price(s) in accordance with the basis of payment, in Annex B. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.8.3 Multiple Payments

SACC *Manual* Clause [H1001C](#) (2008-05-12), Multiple Payments

7.8.4 Electronic Payment of Invoices – Contract

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

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

7.8.5 Time Verification

SACC *Manual* clause [C0711C](#) (2008-05-12), Time Verification

7.9 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. Each invoice must be supported by a copy of time sheets to support the time claimed.

2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment:

7.10 Certifications and Additional Information
7.10.1 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.

7.10.2 SACC Manual Clauses

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

7.11 Applicable Laws

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

7.12 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 supplemental general conditions 1029 (2018-12-06), Ship Repairs;
- c) the general conditions 2035 (2021-12-02), General Conditions - Higher Complexity - Services;
- d) Annex A, Technical Statement of Requirement;
- e) Annex B, Basis of Payment;
- f) Annex C, Technical Requirements;
- g) Annex D, Insurance;
- h) Annex E,
- i) the Contractor's bid dated _____.

| | | |
|---|--|---------------------------------------|
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7.13 Insurance Requirements

SACC Manual Clause G1005C (2016-01-28), Insurance – No Specific Requirement

ANNEX "A"

TECHNICAL STATEMENT OF REQUIREMENT

TITLE: Canadian Coast Guard would like to procure synthetic towlines as per this statement of requirement and the attached Annex C Mandatory Technical Requirements.

OBJECTIVE: Canadian Coast Guard would like to create a contract for the procurement of synthetic towlines for use on a wide range of vessels including but not limited to Icebreakers having bollard pulls of 200T, down through Multi mission, aids to navigation, science and Search and Rescue cutters that have bollard pulls of only 9 tons. The period of the contract is from award of contract to March 31, 2022.

Tow line usage: Canadian Coast Guard operates a fleet of approximately 37 ships of > 500GT, and 40 cutters of < 500GT. One of the Canadian Coast Guard's mandates, is to provide emergency towing, which each of these vessels may be tasked to. The 2 main causes of the requirement to tow are SAR and assistance to disabled vessels. A wide variety of towline strengths is required to ensure that the proper SWL line is obtained for each particular ship based on its bollard pull and towing equipment. Also, Coast Guard wants to ensure that towlines are not oversized for the service, to ensure adequate storage on tow reel, and ease of handling by small deck crews.

The vast majority of the ships and cutters are equipped to tow from a set of bitts, or an H bitt setup. This demands a towline that grips on bitts and warping drums and does not get heated or deform when under high loads. Decks where towing operations take place are confined, crew size is small making handling of heavy nonflexible lines undesirable. This confined space and stowage capacity also makes it vital that the line be suitably designed to resist damage during handling operations. The necessity to be floatable is a requirement for ease of handling and in order to prevent the towline in getting fouled in the ship's/cutters propellers. Towlines must not be overly elastic, so that in the event of breakage, there is little snap back that could injure or kill crew. Splicability while at sea is essential in repairing of equipment if it is damaged during operations and thus being able to bring the ship/cutter back to full operations. In addition, exposure to sunlight is common in operations, and therefore this must not reduce the life of the towline significantly. Coast Guard is standardizing towing equipment throughout the National fleet to ensure personnel are familiar with towline materials and uses as they move from ship to ship and to ensure interchangeability of equipment between ships if required.

SCOPE: The contractor will be required to provide prices for the noted towlines based on their strengths, lengths. In addition, contractor is to provide a recommended connection method and proposed product for connecting the stretchers to the main tow line.

DELIVERABLES and SCHEDULE: All ropes must be delivered by March 31st 2022 in the quantities noted to the Canadian Coast Guard location

noted below.

Vancouver ,BC Sea Island Base , Richmond, BC

Requirements:

The bidder must show how each product meets the Coast Guard's requirements by completing all appendices 1,2,3 and 4.

- Appendices 1 and 3 is required to demonstrate how the material used to manufacture the towline, meets the Coast Guard Standards. ISO Standard 2307 applies and Cordage Institute CI-1500 (Test Methods for Fiber Rope) applies.
- Appendices 2 and 4 is related to how the proposed towline , meets the Coast Guard's requirements for minimum strengths and max diameters, This requires the bidder , for each sized line proposed, to complete the required information.
- Appendices 2 and 4 also includes a section for completion of pricing of the proposed products by bidders – please note pricing must be completed in **Annex D - Financial Presentation Sheet**.

TOW LINE ROPE SPECS Construction: (Appendix 1 & 2)

Appendix 1 & 2 must be completed for towline proposals.

Materials used in the manufacture of Towlines that meet the strength requirements as laid down in columns 1 in Appendix 2, must also meet the following requirements:

1. Be 12 stranded or proof of equivalency.
2. Be of a High Modulus Polyethylene or Polyester blend
3. Be capable of being spliced on board ship with minimal training.
4. Be buoyant in fresh water with a Specific Gravity of 1.0 or less.
5. Be designed for usage on H bitts, warping drums or similar applications.
6. Have a Coefficient of Friction of 0.1 or higher
7. Retain shape with use
8. Have an elastic elongation/stretch factor of no more than 1% @ 30% of the lines breaking strength

- 9. Have a method of indicating if the towline is twisted while storing
- 10. Be designed with a specific coating to be abrasion and cut damage resistant.
- 11. Be suitable for use in salt water
- 12. Be flexible and torque free
- 13. Be UV light resistant.

The attached Appendix 1 & 2 are provided as a template for submitting bid proposals .

ROPE SPECS Strength, Operational usage and costing (Appendix 2)

Bidders are to submit proposed towlines for each of the requirements identified in Columns 1-2, by completing rows 3-6 as to their rope specs, types and elasticity and columns 7-13 as to the costing. Please note the following:

- 1. Column 7- Price per metre for towline lengths <30.1 Metres in length
- 2. Column 8- Price per metre for towline lengths > 30.1 m < 200.1 metres in length
- 3. Column 9- Price per metre for towline length > 200.1 metres length
- 4. Column 10-For each of the sizes , the cost of each soft eye splice, 2 m in length
- 5. Column 11 -For each of the sizes , the cost of each hard eye splice including insert used
- 6. Column 12 – for each splice identified in Column 10 or 11 , identify the cost / metre of providing an additional patented chafe protection from the root of the splice on the towline

CERTIFICATION: Manufacturers certificate of conformance as part of this contract certifying that samples have been tested, inspected and documented as required by Cordage Institute CI-1500 (Test Methods for Fiber Rope) and ISO 2307 (fiber ropes - determination of certain physical and mechanical properties). Type approval from Transport Canada and/or Classification Society

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ANNEX “B”

BASIS OF PAYMENT

| |
|---|
| Note to Bidders |
| This is a placeholder for the resulting Basis of Payment of the Contract. The basis of payment will be based upon the ITEM PRICING submitted by the successful bidder as part of their financial bid presentation from Annex D. |
| For further information, please refer to the Financial Bid Presentation Sheet at Annex D. |

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ANNEX "C"

MANDATORY TECHNICAL REQUIREMENT

**PLEASE CONTACT CONTRACT AUTHORITY AS PER SECTION 7.6.1 FOR A COPY OF THE
MANDATORY TECHNICAL REQUIREMENT SPREADSHEET.**

ANNEX D

FINANCIAL PRESENTATION SHEET

The unit price shall be firm and in CAD dollars, GST EXCLUDED.

| ITEM #1 | Main Tow Lines >500grt vessels – diameter (Appendix 2) | QTY meters | Price per meter | EXTENDED PRICE |
|---------|---|------------|-----------------|----------------|
| a | 24mm | 200 | | |
| b | 34mm | 1600 | | |
| c | 44mm | 600 | | |
| d | 54mm | 1000 | | |
| e | 64mm | 550 | | |
| | | | | |
| 2 | Main Tow Lines <500grt vessels – diameter (Appendix 2) | Qty feet | Price per foot | Extended Price |
| a | 5/8" | 2100 | | |
| b | 7/8" | 2100 | | |
| | | | | |
| | Total price 1+2 = \$CAD excludes GST | | | |
| | | | | |
| 3 | DELIVERY | | | |
| a | Preparation and Delivery – Incoterms 2000 "DDP Delivered Duty Paid" to Sea Island Base, Richmond, British Columbia, Canada. | | | |
| | Total price #3 = \$CAD excludes gst: | | | |
| 4 | TOTAL COST 1+2+3= for a FIRM PRICE of \$CAD: Applicable Taxes Excluded. | | | |
| 5 | DELIVERY OFFERED FROM RECEIPT OF ORDER. Goods must be received on or before March 31, 2022. | | | |

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ANNEX E

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by 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);

ANNEX "F"

INFORMATION REQUIRED FOR INTEGRITY PROVISIONS VERIFICATION

Canada requests bidder to fill out and submit the following form:

List of names for integrity verification form

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

Supplier Information

| |
|---|
| Supplier's Legal Name: |
| Organizational Structure: <input type="checkbox"/> Corporate entity <input type="checkbox"/> Privately owned corporation <input type="checkbox"/> Sole proprietor |
| Supplier's Address |
| Supplier's Procurement Business Number (optional): |
| Solicitation or Transaction Number: |
| Date of bid, offer submission or closing date of Invitation to Offer (yyyy-mm-dd): |

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List of Names

| Name | Title |
|------|-------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Declaration

I, (name)_____, (position)_____,
of (supplier's name)_____ declare that the
information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete.
I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be
otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid
or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any
changes affecting the list of names submitted. I am also aware that after contract award I must inform the
Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names
submitted.

Signature

Please include with your bid or offer.

ANNEX "G"

COVID-19 VACCINATION REQUIREMENT CERTIFICATION

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

- (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or
other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to
accommodation and mitigation measures that have been presented to and approved by Canada; or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose
and subject to temporary measures that have been presented to and approved by Canada,
immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer
access federal government workplaces where they may come into contact with public servants under
this Contract;

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

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

Signature : _____

Date : _____

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Optional

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

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

ANNEX "H"

BID PACKAGE CHECKLIST

H1.1 Mandatory Tender Deliverable Check List

Notwithstanding deliverable requirements specified anywhere else within this bid solicitation and its associated Requirement (Annex A), mandatory deliverables that must be submitted with the Bidder's tender to be deemed responsive, are summarized below.

The Bidder must submit a completed Annex I.

The following are mandatory and the Bidder's submission will be evaluated against the requirement as defined herein. The Bidder must be determined to be compliant on each item to be considered responsive.

| No | Reference to Solicitation | Description | Condition | Document provided | Reference to Bid (Section, Page no., etc.) |
|----|--------------------------------|---|------------------------|--------------------------|--|
| 1 | Cover page | Solicitation document part 1 page 1, completed and signed | Mandatory with bid | <input type="checkbox"/> | |
| 2 | Part 3 Article 3.1 | Technical Bid - Details of Bidder capabilities, how they will comply with the mandatory criteria. | Mandatory with the bid | <input type="checkbox"/> | |
| 3 | Annex D | <u>Financial Bid Evaluation Sheet</u> , Completed | Mandatory with the bid | <input type="checkbox"/> | |
| 4 | Part 5.2 Annex F | Integrity Provisions – Declaration of Convicted Offences (if applicable) | Mandatory with the bid | <input type="checkbox"/> | |
| 5 | Part 5 Article 5.1.2.2 Annex G | COVID-19 Vaccination Requirement Certification, completed and signed | Mandatory with the bid | <input type="checkbox"/> | |
| 6 | Annex H | Bid Package Checklist, completed | Mandatory with the bid | <input type="checkbox"/> | |

H1.2 Supporting Deliverable Requirements

If the following information which supports the bid is not submitted with the Bid; it may be requested by the Contracting Authority, and it must be provided within 48 hours of the written request:

| No | Reference to Solicitation | Description | Condition | Document provided | Reference to Bid (Section, Page no., etc.) |
|----|-------------------------------------|--|----------------------------|--------------------------|--|
| 1 | Part 2 Article 2.3 | Former Public Servant Certification, completed. | 48 hrs. of written request | <input type="checkbox"/> | |
| 2 | Part 2 Article 2.5 | Changes to Applicable Laws (if any) | 48 hrs. of written request | <input type="checkbox"/> | |
| 3 | Part 5 Article 5.2.1, Annex F | Integrity Provisions – Required Documentation, Ineligibility and Suspension Policy – List of Directors | 48 hrs. of written request | <input type="checkbox"/> | |
| 4 | Part 7 Article 7.6.3 | Contractor's Representative(s) | 48 hrs. of written request | <input type="checkbox"/> | |
| 5 | Annex E | Electronic Payment Instruments | 48 hrs. of written request | <input type="checkbox"/> | |

I1.3 Deliverables after contract award

The following information, which supports the bid, may be requested by the Contracting Authority, and it must be provided within the conditions stated in the table below of the written request:

| | | | |
|-----|--|--|--|
| N/A | | | |
| | | | |