



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
Ontario

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 Customized Landing Craft Vessel	
Solicitation No. - N° de l'invitation F5245-211159/B	Date 2022-04-28
Client Reference No. - N° de référence du client F5245-21-1159	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-219-8225	
File No. - N° de dossier TOR-1-44158 (219)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2022-05-27 Heure Avancée de l'Est HAE	
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: Nguyen, Michelle	Buyer Id - Id de l'acheteur tor219
Telephone No. - N° de téléphone (647) 616-4174 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein - Voir ci-inclus	

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

Public Works and Government Services Canada
Ontario Region
10th Floor, 4900 Yonge Street
Toronto
Ontario
M2N 6A6

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

This bid solicitation cancels and supersedes previous bid solicitation number F5245-211159/A Dated March 01, 2022 with a closing of March 25, 2022 at 14:00 Eastern Daylight Time (EDT). A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

(All text in blue italics will be deleted at Contract Award)

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PART 1 - GENERAL INFORMATION

1.1 Statement of Requirement

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

1.2 Debriefings

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

1.3 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 21, Code of Conduct for Procurement—bid of the Standard Instructions 2003 is amended as follows

Delete: “21 (2016-04-04) Code of Conduct for Procurement—bid

The [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct-contexte-context-eng.html>) provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive.”

Insert: “21 (2022-01-27) Code of Conduct for Procurement - bid

The [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive.”

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 on page 1 of the bid solicitation.

PWGSC Ontario Region Bid Receiving Unit

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

TPSGC.orreceptiondessoumissions-orbidreceiving.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.

Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must 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

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

Bids transmitted by facsimile or hardcopy to PWGSC 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) (<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.)

3.2 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.

3.3 Section II: Financial Bid

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

3.3.1 Electronic Payment of Invoices – Bid

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

If Annex “E” 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.

3.3.2 Exchange Rate Fluctuation

SACC *Manual* Clause [C3011T](#) 2013-11-06), Exchange Rate Fluctuation

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3.4 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Bids that do not meet each and every Mandatory Technical Criteria **Annex "C" – Mandatory Technical Evaluation Criteria** will be considered non-compliant and will receive no further consideration.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- a) The Bidder must submit with its bid, pricing details in accordance with Annex B - Basis of Payment, in Canadian dollars for all line items.
- b) The Evaluated Price is the "Total Firm Lot Price" or the sum of the "Firm Lot Price" in Annex "B" Basis of Payment
- c) If there is any discrepancy between the "Firm Lot Price" and the "Total Firm Lot Price", the values submitted in the "Firm Lot Price" will take precedence.
- d) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

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

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 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 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

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.

Subsection 31 of 2010A, General Conditions – Goods (Medium Complexity), is amended as follows:

Delete: “31 (2016-04-04) Code of Conduct for Procurement - contract

The Contractor agrees to comply with the [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and to be bound by its terms for the period of the Contract.”

Insert: “31 (2022-01-27) Code of Conduct for Procurement - contract

The Contractor agrees to comply with the [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) and to be bound by its terms for the period of the Contract.”

Subsection 32 of 2010A, General Conditions – Goods (Medium Complexity), is added as follows:

2010A 32 (2021-11-04) Anti-forced labour requirements

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*:
 - 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).
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 Period of the Contract

The period of the Contract is from date of Contract to March 24, 2024 inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before March 24, 2023.

6.4.3 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Michelle Nguyen
Title: Supply Specialist
Organization: Public Works and Government Services Canada, Acquisitions – Ontario Region
Address: 4900 Yonge Street, 10th Floor
Toronto, ON M2N 6A6
Telephone: 647-616-4174
E-mail address: michelle.nguyen@pwgsc-tpsgc.gc.ca

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

6.5.2 Project Authority (*to be inserted at contract award*)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimilie: _____
E-mail address: _____

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

6.5.3 Contractor's Representative *(to be inserted by the Bidder)*

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

Telephone: _____
Facsimilie: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm lot prices, as specified in in Annex "B" for a cost of \$ _____ *(to be inserted at contract award)*. Customs duties are included and Applicable Taxes are extra.

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

6.6.2 Limitation of Price

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

6.6.3 Single Payment

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

6.6.4 Electronic Payment of Invoices – Contract *(to be confirmed at Contract Award)*

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.7 Invoicing Instructions

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.

Invoices must be distributed as follows:

- (i) The original must be forwarded to the address and contract person shown on page 1 of the Contract for certification and payment.

- (ii) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*to be inserted by the Bidder*)

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions **2010A** (2020-05-28), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____. (*to be inserted by the Bidder*)

6.11 SACC Manual Clauses

- a) SACC Manual Clause **B1501C** (2006-06-16) Electrical equipment
- b) SACC Manual Clause **B7500C** (2006-06-16) Excess Goods

6.12 Insurance – No Specific Requirement

SACC Manual Clause **G1005C** (2008-05-12) Insurance

6.13 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"

REQUIREMENT

1. Requirement

The Department of Fisheries and Oceans (DFO) Maritimes Sea Turtle Unit has the requirement for the fabrication, supply and delivery of one (1) Customized Landing Craft Vessel and Trailer for the study of Leatherback Sea Turtles.

2. Background

The DFO Sea Turtle Unit does not have access to a vessel to facilitate capture and handling of leatherbacks that can be easily transported on a trailer to areas where leatherbacks have been observed (via general public, satellite tracking, or aerial survey). The Sea Turtle Unit requires a customized vessel to capitalize on spatially dynamic sea turtle research opportunities throughout Atlantic Canada, as well as to access aggregations of turtles in as yet unsampled foraging areas. To meet this requirement, DFO Sea Turtle Unit is requesting the purchase of a customized aluminum landing craft (bow-loading vessel) and trailer. This vessel must be of appropriate size and weight to tow on a trailer and therefore readily relocated throughout Atlantic Canada.

The objective of this purchase is to greatly enhance the efficiency of the Sea Turtle Unit's Leatherback field program by developing the capacity to sample more animals each season, boosting corresponding research projects highly dependent on sample size (such as mark-recapture studies and animal health assessment in collaboration with the Atlantic Veterinary College). An additional benefit of using a landing craft will include the capacity to rapidly respond to reports of entangled turtles. Moreover, by using a trailerable vessel, the Sea Turtle Unit anticipates increased sampling per unit effort.

3. Objectives and Requirement Overview

The DFO Sea Turtle unit is seeking a 24-26ft aluminum bow-loading vessel (landing craft) for use with direct sampling of leatherback sea turtles at sea. The vessel must be delivered with an appropriately sized trailer for ease of vessel transport throughout Atlantic Canada.

Specific customizations that differ markedly from standard landing crafts are required for the proposed vessel to facilitate remote detection, capture, and safe handling of leatherback turtles at sea. These customizations include the construction a viewing platform with a secondary set of controls and console components atop the wheelhouse. Details for required customizations can be found in Section 5 and specifically 5.3.

The Contractor must have the capacity to supply the vessel, components such as electronics, and outboard engines, while also completing the extensive detailed customizations (aluminum fabrication, welding, rigging, electronics, etc.) to deliver a complete "turn-key" research platform required by DFO Sea Turtle Unit. The Contractor should be equipped with in-house metal fabrication facilities and expertise in order to complete the customizations outlined in Section 5. The contractor must have the ability for in-house fabrication, as the team completing customizations for leatherback handling must be completed by a team who have specialized knowledge about the base vessel including (but not limited to): weight and cargo restraints of the hull, mechanics involved with the bow gate, hydraulic systems, and the basic electronics of the vessel. Understanding how existing components interact with customizations will ensure a more reliable and safer vessel build.

4. Delivery Date and Location

The contractor must deliver the completed, sea-worthy vessel and trailer meeting the requirements outlined in Section 4 and approved by the Sea Turtle Unit to the Bedford Institute of Oceanography no later than March 24, 2023.

Delivery Address:
Bedford Institute of Oceanography
1 Challenger Drive
Dartmouth, NS
B2Y 4A2

5. Vessel Requirements

5.1 General Requirements

- a. The contractor must work with the Sea Turtle Unit to identify specific needs and vessel customization requirements for leatherback turtle handling. The design of this vessel must involve the Project Authority at all stages in order to construct a vessel that meets the requirements of this work.
- b. All components of the viewing platform must be foldable in order to meet highway towing height restrictions when trailering the vessel.
- c. The bow gate itself must be constructed such that it can be lowered and locked to various angle positions while ~1200lb turtles are loaded, processed, and released from the vessel. The bow gate must be operated via hydraulic cylinders and have adequate reinforcements in order to safely maintain the gate at a certain angle for boarding or releasing a turtle.
- d. All customizations must be completed in-house in order for the Sea Turtle Unit to work with the contractor throughout the customization process and make adjustments as necessary

5.2 Vessel Standard Specifications

The vessel manufactured under this contract must have the following standard features:

- a. The vessel must be a landing craft, with an operable drop gate at the bow of the vessel at least 5 feet in width
- b. The vessel must have a total length of 24-26ft
- c. The vessel must be trailerable, with appropriate height and weight for transport (including any height/width/weight added due to customization in section 5.3)
- d. The vessel must be able to withstand the cargo weight of a ~1200lb turtle, (customizations outlined in Section 5.3), as well as additional equipment & a crew of 4-6
- e. The vessel must be equipped with a fully enclosed cabin with seating & indoor storage
- f. The vessel must be manufactured entirely with marine-grade materials (compatible with salt water use)
- g. The vessel's bow gate must be operated via hydraulic cylinders, with adequate reinforcements to safely maintain the bow gate height while ~1200lb turtles are loaded, processed, and released
- h. The vessel must be equipped with a capstan
- i. The vessel must be equipped with hull side door
- j. The vessel must be equipped with outboard motor brackets as well as two new outboard engines, appropriately sized and powered for the size and weight of the vessel (including all customizations outlined in section 5.3)
- k. The vessel must be equipped with basic electronics, including appropriately sized batteries, a 12 volt switch panel, LED lighting, fuse panel, navigation lights, chart plotter with transducer (with a display size of at least 12 inches), VHF radio, and an inverter for AC/DC power

- l. The vessel must include all safety equipment required by Transport Canada, including (but not limited to): fire extinguishers, flares, safety kit(s), anchor & associated ropes, and mooring lines
- m. The vessel must be delivered with an appropriately sized trailer capable of loading, transporting, and unloading the customized landing craft

5.3 Vessel Customized Specifications

The contractor must liaise with the Sea Turtle Unit to customize the vessel with the following:

- a. A secondary viewing platform on the cabin roof, equipped with non-slip decking and capable of holding 2-4 crew members with ladder to access from the vessel deck (Figure 2)
- b. Hand rails around the cabin roof that must either be removable (via bolts/pins) or hinges flat in order to trailer the vessel
- c. A second set of controls on the cabin roof, including both power (throttle) as well as direction (either a joystick or steering wheel) for full control of the vessel from the rooftop viewing platform
- d. A Bimini over the cabin roof to provide adequate shade. This Bimini must be either removable (via bolts/pins) or hinge flat when the vessel is trailered
- e. A custom bowsprit or bow walk built over the bow gate with hand rails, allowing for 1-2 crew members to safely operate a capture net without interfering with the mechanics and utility of the bow gate for boarding and releasing turtles. The bowsprit must have non-slip decking and must be removable (via bolts/pins) or hinged so that it can be secured while the vessel is trailered. The bowsprit must not interfere with the mechanics of the bow gate

5.4 Example Photographs:



Figure 1 An example landing craft with a custom bowsprit /bow walk built over a bow gate, as well as a secondary viewing platform above the cabin used for sea turtle research (research conducted under NOAA-ESA permit #15634). Photo credit: Joel Schumacher



Figure 2 An example landing craft with a secondary viewing platform above the cabin roof, equipped with hand rails. Photo accessed from: <https://mlml.sjsu.edu/marineops/gallery/>

6. Departmental Support

The Project Authority shall approve of all customized aspects of this vessel build. 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. Location of Work

The work will be conducted entirely from the contractor's premises. The contractor is responsible for the delivery of the completed customized vessel, motors, and trailer to the Bedford Institute of Oceanography (1 Challenger Drive, Dartmouth NS).

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ANNEX "B"

BASIS OF PAYMENT

The prices must be firm, in Canadian dollars, FOB destination, and include applicable customs, duties, and all delivery charges. Applicable taxes are extra, if applicable.

Item	Description	Firm Lot Price (CAD)
1	For the fabrication, supply and delivery of one (1) fully assembled custom landing craft vessel as per the requirements of Annex "A"	\$ _____
2	For the supply and delivery of one (1) associated trailer for the landing craft vessel as per the requirements of Annex "A"	\$ _____
TOTAL FIRM LOT PRICE		\$ _____

ANNEX "C"

MANDATORY TECHNICAL EVALUATION CRITERIA

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Bidders must **explicitly** demonstrate they meet **all of** the following mandatory technical criteria for the purposes of evaluation. Failure to meet **any** of the mandatory technical criteria will render the offer non-responsive and it will be given no further consideration.

For full specification requirements, please refer to Annex "A" – Requirement.

It is requested that supporting technical documentation be supplied at bid closing, including but not limited to:

- Product data sheets;
- Specification sheets;
- Technical brochures;
- Shop drawings;

If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.

It is the Bidder's responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Mandatory Specifications. It is requested that each supporting document be cross-referenced for each performance specification to outline where in the supporting technical documentation it demonstrates compliance.

No.	Mandatory Technical Criteria	Cross Reference to Proposal – Page #
PAST EXPERIENCE:		
M1	<p>"All customizations must be completed in-house in order for the Sea Turtle Unit to work with the contractor throughout the customization process and make adjustments as necessary."</p> <p>This requirement must be demonstrated by providing complete details of the experience of a minimum of one (1) project done within the last five (5) years that includes custom work of:</p> <ul style="list-style-type: none"> a. modifications to an existing boat hull, including welding of aluminum components b. addition or modification of hydraulic components <p>Proof of experience must be demonstrated by providing complete details of the experience, including:</p> <ul style="list-style-type: none"> a. Name and description of client organization; b. Scope, timeframe (from-to dates month/year); and c. Description of the work done. 	<p>PAGE(S) AND/OR SECTION NUMBER: _____</p>

VESSEL SPECIFICATIONS:

The Bidder must demonstrate that vessel they are providing also meets the following:

M2	The vessel must be a landing craft, with an operable drop gate at the bow of the vessel at least 5 feet in width	PAGE(S) AND/OR SECTION NUMBER: _____
M3	The vessel must have a total length of 24-26ft	PAGE(S) AND/OR SECTION NUMBER: _____
M4	The vessel must be able to withstand the cargo weight of a ~1200lb turtle, (customizations outlined in Section 5.3), as well as additional equipment & a crew of 4-6 (A total of approximately 2000lbs)	PAGE(S) AND/OR SECTION NUMBER: _____
M5	The vessel must be equipped with a fully enclosed cabin with seating & indoor storage	PAGE(S) AND/OR SECTION NUMBER: _____
M6	The vessel must be manufactured entirely with marine-grade materials (compatible with salt water use)	PAGE(S) AND/OR SECTION NUMBER: _____
M7	The vessel's bow gate must be operated via hydraulic cylinders, with adequate reinforcements to safely maintain the bow gate height while ~1200lb turtles are loaded, processed, and released	PAGE(S) AND/OR SECTION NUMBER: _____
M8	The vessel must be equipped with a capstan	PAGE(S) AND/OR SECTION NUMBER: _____
M9	The vessel must be equipped with hull side door	PAGE(S) AND/OR SECTION NUMBER: _____
M10	The vessel must be equipped with outboard motor brackets as well as two new outboard engines, appropriately sized and powered for the size and weight of the vessel (including all customizations outlined in section 5.3)	PAGE(S) AND/OR SECTION NUMBER: _____
M11	The vessel must be equipped with basic electronics, including appropriately sized batteries, a 12 volt switch panel, LED lighting, fuse panel, navigation lights, chart plotter with transducer (with a display size of at least 12 inches), VHF radio, and an inverter for AC/DC power	PAGE(S) AND/OR SECTION NUMBER: _____
M12	The vessel must include all safety equipment required by Transport Canada, including (but not limited to): fire extinguishers, flares, safety kit(s), anchor & associated ropes, and mooring lines	PAGE(S) AND/OR SECTION NUMBER: _____
M13	The vessel must have an appropriately sized trailer capable of loading, transporting, and unloading the customized landing craft.	PAGE(S) AND/OR SECTION NUMBER: _____

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ANNEX "D"

ADDITIONAL CERTIFICATIONS

Additional Information

1. Board of Directors

In accordance with the Standard Instructions, Section 1, Integrity Provisions – a list of the Board of Directors is to be provided.

Director Name - _____ Title - _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, suppliers are required to have a Procurement Business Number (PBN) before contract award.

Procurement Business Number - _____

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.

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ANNEX "E" to PART 3 OF THE BID SOLICITATION

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);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)