



## 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

### Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics et  
services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> ROV & Related Accessories	
<b>Solicitation No. - N° de l'invitation</b> F2905-210037/B	<b>Date</b> 2022-05-26
<b>Client Reference No. - N° de référence du client</b> F2905-21-0037	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-532-8659	
<b>File No. - N° de dossier</b> KIN-1-56177 (532)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2022-06-15</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Gagnon, Mathieu	<b>Buyer Id - Id de l'acheteur</b> kin532
<b>Telephone No. - N° de téléphone</b> (343) 571-8220 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CCIW-GLLFAS 867 Lakeshore Rd. Burlington, ON L7S 1A1	

Instructions: See Herein

Instructions: Voir aux présentes

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

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## PART 1 - GENERAL INFORMATION

**This bid solicitation cancels and supersedes previous bid solicitation number F2905-210037/A dated March 30, 2022 with a closing of April 08, 2022 at 2:00pm EDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.**

### 1.1 Requirement

The Department of Fisheries and Oceans Canada (DFO) based in Burlington, ON requires a small off the shelf Remotely Operated Underwater Vehicle (ROV) and related hardware and accessories primarily for equipment recovery operations in the Great Lakes. The primary area of operations for this ROV will be in Lake Ontario, with some potential work in Lakes Erie and Huron.

The requirement is further detailed under Article 6.2 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>) issued by Public Works and Government Services Canada.

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

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

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

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Insert: 90 days

## 2.2 Submission of Bids – epost only

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 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.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.oreceptiondessoumissions-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 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.4 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 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: Financial Bid  
Section II: Certifications  
Section III: Additional Information

Bids transmitted by facsimile or hardcopy will not be accepted.

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

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.)

#### Section I: Financial Bid

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

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

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

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

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

##### 3.1.2 Exchange Rate Fluctuation

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

### **Section III: Certifications**

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

## **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 Financial Evaluation**

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

4.1.1.2 For each Item in Annex "B" Basis of Payment, the Firm Unit Price will be multiplied by the Quantity to arrive at an Extended Price. The sum of all Extended Prices will be the bidder's total evaluated price.

### **4.2 Basis of Selection**

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

## **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](#) website

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(<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.

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Board of Directors Certification**

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors as part of their bid. Bidders are requested to complete "Annex D" Additional Certification Information 1. Board of Directors.

#### **5.2.3.2 Procurement Business Number (PBN)**

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) as part of their bid. Bidders are requested to complete "Annex D" Additional Certification Information 2. Procurement Business Number (PBN).

Suppliers may register for a PBN online at [Supplier Registration Information \(SRI\)](#). 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.

## **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>) 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 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:



*Criminal Code*

- i. section 279.01 (Trafficking in persons);
- ii. section 279.011 (Trafficking of a person under the age of eighteen years);
- iii. subsection 279.02(1) (Material benefit - trafficking);
- iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
- v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
- vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or

*Immigration and Refugee Protection Act*

- vii. section 118 (Trafficking in persons).

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

### **6.3.2 Supplemental General Conditions**

4001 (2015-04-01), Supplemental General Conditions – Hardware Purchase, Lease and Maintenance apply to and form part of the Contract.

4003 (2010-08-16), Supplemental General Conditions – Licensed Software apply to and form part of the Contract.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the Contract is from date of contract award to \_\_\_\_\_ (to be included at time of award) inclusive.

### **6.4.2 Delivery Date**

While delivery is requested by June 30<sup>th</sup>, 2022, the best delivery that could be offered is \_\_\_\_\_.

### **6.4.3 Delivery Points**

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

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## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mathieu Gagnon  
Title: Supply Intern Officer  
Organization: Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Kingston Procurement, Ontario Region  
Address: 86 Clarence Street, 2nd Floor, Kingston, ON K7L 1X3  
Telephone: 343-571-8220  
E-mail address: [mathieu.gagnon2@tpsgc-pwgsc.gc.ca](mailto:mathieu.gagnon2@tpsgc-pwgsc.gc.ca)

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

### 6.5.2 Project Authority (To be completed at Contract Award)

The Project Authority for the Contract is:

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

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

### 6.5.3 Contractor's Representative (To be completed by bidder)

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

E-mail address: \_\_\_\_\_

## **6.6 Payment**

### **6.6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices, as specified in Annex B – Basis of Payment, for a cost of \$ \_\_\_\_\_ **(insert the amount at contract award)**. Customs duties 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**

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**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b) 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 Ontario, Canada.

## 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 supplemental general conditions [4001](#) (2015-04-01), Supplemental General Conditions – Hardware Purchase, Lease and Maintenance;
- (c) the general conditions [2010A](#) (2021-12-02), General Conditions – Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_

## 6.11 SACC Manual Clauses

SACC Manual Clause [B1501C](#) (2018-06-21), Requirements Definition – Electrical Equipment  
SACC Manual Clause [B7500C](#) (2006-06-16), Requirements Definition – Excess Goods  
SACC Manual Clause [C5201C](#) (2008-05-12), Price – Prepaid Transportation Costs  
SACC Manual Clause [G1005C](#) (2016-01-28), Insurance – No Specific Requirement

## 6.12 Dispute Resolution

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

## 6.13 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## **ANNEX "A"**

### **REQUIREMENT**

#### **Objective:**

Fisheries and Oceans Canada (DFO) based in Burlington, ON, has a requirement for the supply and delivery of a small off the shelf Remotely Operated Vehicle (ROV) and related accessories primarily for equipment recovery operations in the Great Lakes. The primary area of operations for this ROV will be in Lake Ontario, with some potential work in Lakes Erie and Huron.

#### **Context:**

Fisheries and Oceans Canada is purchasing an ROV that will be primarily deployed to retrieve equipment from the bottom of the Great Lakes. Typical equipment being retrieved include, but are not limited to: Fish telemetry array units, Teledyne Gliders, YSI Ecomappers, SeaSciences Acrobats, other smaller equipment like zooplankton nets, Conductivity Temperature Depth sondes along with various sensors.

The primary retrieval method will be to attach a carabiner and haul line to the object being retrieved via a grabber arm. Once the carabiner is attached, the equipment would be retrieved with an onboard A-Frame and capstan arrangement free of the ROV system. The system must be delivered to the following address on or before March 21<sup>st</sup>, 2022:

CCIW-GLLFAS  
867 Lakeshore Rd.  
Burlington, ON, Canada  
L7S 1A1

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## **Mandatory Technical Specifications**

### **The delivered equipment must have the following specifications:**

- a. The Remotely Operated Underwater Vehicle (ROV) must be rated to achieve at least a depth of 300 meters
- b. The ROV must have a tether with the following specifications:
  - i. The tether must be minimum 150m in length
  - ii. The tether must have the ability to add additional tether length and operate to the depth limits of the ROV.
  - iii. The tether must be neutrally buoyant.
  - iv. The tether must have a minimum breaking strength of 60kg.
  - v. The tether must require a reel required system.
- c. The ROV must have a Grabber arm (grab and rotate) with minimum 25kg of clamping force.
- d. The ROV must have minimum 2 LED floodlights (400 Lumens total), upgradable with additional lighting
- e. The ROV must have a camera with the following specifications:
  - i. The camera must be full HD 1080p, minimum 30 Frames Per Second (FPS)
  - ii. The camera must have the ability to move independent of the ROV (panning camera)
- f. The minimum ROV situational awareness sensors must include:
  - i. Heading
  - ii. Pitch
  - iii. Roll
  - iv. Depth: The ROV must be position holding and active stabilization. It is a requirement of the system to be able to maintain a specific position during operation without the operator manually maintaining position.
- g. The ROV must come with a sunlight readable controller
- h. The ROV must come with shipping/storage case(s). ROV Shipping/storage case(s) will be used to store and protect the unit for storage, shipping, and during transits onboard various small research vessels (7-12m [24-38ft]). It is likely the unit(s) will transit in some open vessels with exposure to freshwater spray. The cases should protect the units from weather and some vibration and minor impacts while onboard the vessels. Hard cases are the expected product.
- i. The ROV must be of a modular design allowing for additional components to be added at a later time, such as sonar, environmental sensors and auxiliary cameras.
- j. Proposals must include all components required to deploy and operate the ROV to 150 meters and identify any additional equipment which would be required to operate to the required depth of 300 meters.
- k. If onboard batteries are required and are field exchangeable, Contractor must include the pricing of spare battery set in the RFP response. If surface powered, Contractor must provide the power requirements in terms of voltage and amperage required.

## **Additional Information**

- 1.1. Vessel from which the unit will typically be operated on has 120V and 12V power supplies and an onboard rack mounted computer system if it is required.

## **Technical Support**

Contractor is required to provide Technical Support in case the unit suffers a breakdown, issues with the user interface or malfunctions etc., Technical Support must be available Monday-Friday, 8am-4pm EST.

## **Training**

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F2905-21-0037

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File No. - N° du dossier  
KIN-1-56177

Buyer ID - Id de l'acheteur  
KIN532  
CCC No./N° CCC - FMS No./N° VME

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Contractor must provide a one day practical training session, on site in Burlington, Ontario for four DFO staff. Training must include pertinent manuals/instructions in English. This training will be requested by the Technical Authority who will coordinate an agreeable date with the Contractor. Training must occur before the expiry of contract.

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F2905-21-0037

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KIN-1-56177

Buyer ID - Id de l'acheteur  
KIN532  
CCC No./N° CCC - FMS No./N° VME

## ANNEX "B"

### BASIS OF PAYMENT

For the work described in Annex "A" – Requirement, the Contractor must provide a firm price to include by not limited to all costs associated with the delivery, service and support. All prices are in Canadian dollars, DDP, Canadian customs duties and excise taxed included and Applicable Taxes extra. Applicable Taxes are not included in the pricing and are to be shown separately on invoice(s).

<b>TABLE 1</b>			
<b>REQUIREMENT</b>			
<b>FIRM ALL INCLUSIVE PRICES IN CANADIAN DOLLARS (CAD)</b>			
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>Column A</b>	<b>Column B</b>
		<b>Quantity</b>	<b>Extended Price in Canadian \$</b>
<b>1</b>	<b>Remotely Operated Underwater Vehicle (ROV)</b> in accordance with the mandatory specifications detailed in Annex A – Requirement. <b>Model Number:</b> _____	1	\$ _____
<b>2</b>	<b>One Day Practical Training Session</b> (on-site in Burlington, ON for four (4) DFO Staff)	1	\$ _____
<b>3</b>	<b>Spare Battery Set</b> (if Onboard batteries are required to operate ROV)	1	\$ _____
	<b>Evaluated Price:</b>		\$ _____



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## **ANNEX "C" 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)

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## ANNEX "D"

### ADDITIONAL CERTIFICATION INFORMATION

#### 1. Board of Directors

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name/Position - \_\_\_\_\_  
Director Name/Position - \_\_\_\_\_  
Director Name/Position - \_\_\_\_\_  
Director Name/Position - \_\_\_\_\_  
Director Name/Position - \_\_\_\_\_  
Director Name/Position - \_\_\_\_\_  
Director Name/Position - \_\_\_\_\_  
Director Name/Position - \_\_\_\_\_

#### 2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors 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 \(SRI\)](#). 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.