



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
soumissions - TPSGC

tpsgc.pareceptiondessoumissions-
apbidreceiving.pwgsc

@tpsgc-pwgsc.gc.ca

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

Electronics, Simulators and Defence Systems Div. /Division
des systèmes électroniques et des systèmes de simulation et
de défense

11 Laurier St. / 11, rue Laurier

8C2, Place du Portage

Gatineau

Québec

K1A 0S5

Title - Sujet Datum Marker buoy	
Solicitation No. - N° de l'invitation F7013-220305/A	Date 2022-11-20
Client Reference No. - N° de référence du client F7013-220305	
GETS Reference No. - N° de référence de SEAG PW-\$\$QF-127-28861	
File No. - N° de dossier 127qf.F7013-220305	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2022-12-06 Heure Normale du l'Est HNE	
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: Larose, Lorraine	Buyer Id - Id de l'acheteur 127qf
Telephone No. - N° de téléphone (873) 355-4839 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

TABLE OF CONTENTS	1
PART 1 – GENERAL INFORMATION	2
1.1 SECURITY REQUIREMENTS.....	2
1.2 REQUIREMENT	2
1.3 COMPREHENSIVE LAND CLAIMS AGREEMENT(S).....	2
1.4 DEBRIEFINGS	2
1.5 CANADA POST CORPORATION'S (CPC) CONNECT SERVICE.....	2
PART 2 – BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF BIDS	3
2.3 FORMER PUBLIC SERVANT.....	3
2.4 ENQUIRIES - BID SOLICITATION.....	3
2.5 APPLICABLE LAWS.....	4
2.6 BID CHALLENGE AND RECOURSE MECHANISMS	4
PART 3 – BID PREPARATION INSTRUCTIONS	5
3.1 BID PREPARATION INSTRUCTIONS	5
PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1 EVALUATION PROCEDURES.....	6
4.2 BASIS OF SELECTION	7
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....	8
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	8
PART 6 – RESULTING CONTRACT CLAUSES	10
6.1 SECURITY REQUIREMENTS.....	10
6.2 STATEMENT OF WORK	10
6.3 STANDARD CLAUSES AND CONDITIONS	10
6.4 TERM OF CONTRACT	10
6.5 AUTHORITIES.....	10
6.7 PAYMENT.....	12
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	13
6.9 APPLICABLE LAWS.....	13
6.10 DELIVERY, INSPECTION AND ACCEPTATION.....	13
6.11 SHIPPING INSTRUCTIONS – DELIVERY AT DESTINATION.....	14
6.12 INSURANCE	14
6.13 PRIORITY OF DOCUMENTS.....	14
6.14 DISPUTE RESOLUTION	14
ANNEX “A” – STATEMENT OF WORK.....	15
ANNEX “B” – ELECTRONIC PAYMENT INSTRUMENTS.....	16
ANNEX “C” – LOCATION OF DELIVERY POINT	17

PART 1 – GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable with this requirement.

1.2 Requirement

The Canadian Coast Guard (CCG) has a requirement to purchase twenty (20) datum marker buoys. No specification substitutions can be accepted as per detailed of the Statement of Work (SOW).

1.3 Comprehensive Land Claims Agreement(s)

This procurement is not subject to any of the Comprehensive Land Claims Agreement (CLCA).

1.4 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.

1.5 Canada Post Corporation's (CPC) Connect service

This bid solicitation allows bidders to use the CPC 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.

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

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 (2022-03-29) 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 Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.pareceptiondessomissions-
apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessomissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 Former Public Servant

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

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 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.

2.6 Bid Challenge and Recourse Mechanisms

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

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid
Section II: Financial Bid

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.

Section II: Financial Bid

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

Section III: Attestations

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex “B” 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

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.1.3 SACC Manual Clauses

Section III: Certifications

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

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

4.1 Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including (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

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.

As indicated in Annex "A" – Minimum Mandatory Performance Specifications.

- a) Bidders must indicate brand name and model and/or Part Number they are offering in Annex "A";
- b) Bidders proposing an Equivalent or Substitute Product must indicate the brand name and model and/or Part Number in Annex "A".

4.1.2 Financial Evaluation

1. The price of the bid will be evaluated as follows:
 - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - b. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

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.

The lowest evaluated price will be evaluated as such:

Item Number	Item Description	Unit of Issue	Delivery Location	Quantity	Unit Pricing (including shipping)
1	Datum Marker Buoys	EA	Various Locations Refer to Annex "C"	20 (Estimated)	
			Sub-total:	20	
			Taxes:		
			Total:		

Notes:

All the deliverables must be received upon request. For planning and pricing purpose the Client-Department anticipates requesting as low as two (2) buoys per shipment, possibly resulting in up to ten (10) deliveries.

For evaluation purposes, bidder sub-totals will be calculated without applicable taxes given that there would be multiple delivery locations across Canada with various tax rates.

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 (<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>), 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 website.

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 Price Certification - Canadian-Based Suppliers

Solicitation No. - N° de l'invitation
F7013-220305/001/QF
Client Réf. No. - N° de réf. du client
F7013-220305

Amd. No. - N° de la modif.
File No. - N° du dossier
127qf. F7013-220305

Buyer ID - Id de l'acheteur
127qf
CCC No./N° CCC - FMS No./N° VME

The Bidder certifies that the price proposed

- a. is not in excess of the lowest price charged anyone else, including the Bidder's most favored customer, for the like quality and quantity of the goods, services or both;
- b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity; and
- c. does not include any provision for discounts to selling agents.

PART 6 – RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must provide the items detailed under the Statement of Work 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 (2022-01-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2025.

6.4.2 Delivery Date

All the deliverables must be received upon request. For planning and pricing purpose the Client-Department anticipates requesting as low as two (2) buoys per shipment, possibly resulting in up to ten (10) deliveries.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex “C” of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contract Authority for the Contract is:

Solicitation No. - N° de l'invitation
F7013-220305/001/QF
Client Réf. No. - N° de réf. du client
F7013-220305

Amd. No. - N° de la modif.
File No. - N° du dossier
127qf.F7013-220305

Buyer ID - Id de l'acheteur
127qf
CCC No./N° CCC - FMS No./N° VME

Name: Lorraine Larose
Title: Contracting Authority
Organization: Public Works Government Service Canada
Address: 11 rue Laurier, Gatineau, QC

Telephone : 873-355-4839
E-mail address : Lorraine.Larose@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 Technical Authority

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

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

Telephone: _____
E-mail address: _____

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.

6.5.3 Project Authority

The Project Authority for the Contract is: **(To be inserted at contract award)**

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

Telephone: _____
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.

6.5.4 Contractor's Representative

The Contractor Representative for the Contract is:

Name: _____
Title: _____

Solicitation No. - N° de l'invitation
F7013-220305/001/QF
Client Réf. No. - N° de réf. du client
F7013-220305

Amd. No. - N° de la modif.
File No. - N° du dossier
127qf. F7013-220305

Buyer ID - Id de l'acheteur
127qf
CCC No./N° CCC - FMS No./N° VME

Company: _____
Address: _____

Telephone: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex "D" Pricing Table for a cost of \$ _____ **(amount 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.

6.7.2 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.7.3 Taxes – Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

6.7.4 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);

6.7.5 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.

(To be inserted at contract award)
(To be inserted at contract award)

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

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.

6.10 Delivery, Inspection and Acceptation

6.10.1 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

6.10.2 Labelling

The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

6.11 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

- a. Free on Board (Destination) common carrier (see address below) for shipments from the United States government; or
- b. Delivered Duty Paid (DDP) (see address below) Incoterms 2000 for shipments from a commercial contractor.

6.12 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.13 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;
- (c) the general conditions 2010A (2022-01-28), General Conditions - Goods (Medium Complexity);
- (d) Annex "A", Statement of Work;
- (e) the Contractor's bid dated _____. **(To be inserted at contract award)**

6.14 Dispute Resolution

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

Annex "A" – STATEMENT OF WORK

A condition of the technical requirement, prior to performance of any obligation under any contract resulting from this Statement of Work, the supplier, contractor, sub-contractors and their employees assigned to the performance of such contract must sign a nondisclosure agreement.

The datum marker buoy is required to have the following specifications:

- Physical
 - Diameter: 1.62" (42 mm)
 - Height: 17.30" (440 mm)
 - Mass in air : 1.50 kg (3.3 lb) – with batteries
 - Mass in water : 0.83 kg (1.84 lb) – with batteries
- Construction
 - Hull material build of hard anodized aluminum
 - Cap material build of polycarbonate and PVC with a lens cap that integrate an antenna coil.
- Power
 - Operate with regular batteries "D" cell alkaline easily procurable
 - Autonomy of 8 days from batteries at temperature as low as 4°C.
 - Easily activation on/off by manually tightening cap in order to completed power circuit.
- Radio Frequency transmitter
 - Output of 100 milliwatts, pulse 1 KHz FM
 - Duty cycle of approx. 33%, 2 sec. on and 4 sec. off
 - Harmonics of -40db minimum
 - Frequency range: 154.585 MHz, 159.480 MHz, 160.725 MHz, 160.785 MHz.
 - FCC Certified
 - Technically accepted by industry Canada
 - Range: 4 to 8 nautical miles
 - Antenna: integrated ¼ wave whip coil
- Xenon strobe
 - Flash tube: replaceable rated for 20 x 106 flashes
 - Flash rate: adjustable 10/min. to 40/min ±5% over 3 to 6 volt battery life
 - Visible range: adjustable 2 to 4 nautical mile range (0.2 to 0.6 watt-seconds) ±5% over 3 to 6 volt battery life
 - Effective intensity: adjustable 6 to 35 candelas
- Operational
 - Operating temperatures: -40° to +60°C

The two (2) following items have to be included:

- Float collar that will add positive buoyancy
- Oil spill skirt – Nylon skirt with weighted flotation ring, allowing to drift with ocean currents.

Solicitation No. - N° de l'invitation
F7013-220305/001/QF
Client Réf. No. - N° de réf. du client
F7013-220305

Amd. No. - N° de la modif.
File No. - N° du dossier
127qf.F7013-220305

Buyer ID - Id de l'acheteur
127qf
CCC No./N° CCC - FMS No./N° VME

ANNEX “B” – 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);

Annex "C" – Location of Delivery Point

Location of Delivery Point

- o CCG – Prescott Base
- o Att: Sylvain Gallant
- o 401 King St.
- o Prescott ON, K0E 1T0

- o Saint John CCG Station
- o 4 Navy Way
- o Saint John, NB E2L 4B3
- o 506-636-5322

- o Louisbourg CCG Station
- o 21 Lower Warren St.
- o Louisbourg, NS B1C 1B5
- o 902-733-1525

- o CCG Sambro Station
- o 10 Sambro Wharf Rd.
- o Sambro, NS B3V 1M7
- o 902-868-2444

- o CCG Bickerton Station
- o 82 Bickerton
- o Bickerton, NS B0J 1A0
- o 902-364-2555