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Quebec

K1A 0S5

Bid Fax: (819) 997-9776

## 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**

In-Service Support Marine / Soutien en Service Maritime

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

6C2

Gatineau

Quebec

K1A 0S5

<b>Title - Sujet</b> OILY WATER SEPARATOR		
<b>Solicitation No. - N° de l'invitation</b> W8482-156642/A		<b>Date</b> 2020-02-05
<b>Client Reference No. - N° de référence du client</b> W8482-156642		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$ISM-027-27609		
<b>File No. - N° de dossier</b> 027ism.W8482-156642	<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> <b>on - le 2020-04-30</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<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> Strangemore, Jessica		<b>Buyer Id - Id de l'acheteur</b> 027ism
<b>Telephone No. - N° de téléphone</b> (873) 354-6843 ( )		<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<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**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Security Requirements Checklist, Statement of Work, Technical Statement of Requirement, Basis of Payment, Electronic Payment Instruments, Federal Contractors Program for Employment Equity - Certification, Insurance Requirements, DND 626 Task Authorization Form, and Technical Evaluation of Bids for Halifax Class Oily Water Separator System.

### **1.2 Summary**

The Department of National Defence (DND) requires an Oily Water Separator (OWS) System, complete with an inline effluent Oil Content Monitor (OCM) and effluent control system for use onboard Royal Canadian Navy (RCN) Halifax Class Frigates (HFX) to be delivered to Montreal, Quebec.

The requirement is to award up to three (3) separate contracts, each for one (1) OWS system including engineering support services and training for maintenance personnel and operators with one (1) contract being potentially extended for to purchase an additional 12 units, services and training and up to two (2) additional units in accordance with Annex "B" Statement of Work and Annex "C" Technical Statement of Requirement.

Installation of the OWS system(s) is not included in the scope of the contract.

In order to ensure the supplied equipment will meet Canadian Navy environment conditions, Canada reserves the right to conduct additional suitability testing of any or all aspects of equipment specified performance, at Canada's sole discretion, in order to determine to exercise or not exercise the option to purchase additional OWS systems.

### **1.3 Security Requirement**

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

#### 1.4 Controlled Goods

This procurement is subject to the Controlled Goods Program. The [Defence production Act](#) defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA)."

#### 1.5 Bidder's Conference and Vessel Site Visit

There will be a bidders' conference and vessel site visit associated with this requirement where personnel security screening is required prior to gaining access to CONTROLLED GOODS AND PROTECTED information, assets or sites or CLASSIFIED information, assets or sites. Consult Part 2 – Bidder Instructions.

#### 1.6 Federal Contractors Program

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity – Certification.

#### 1.7 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.

### 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](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days  
Insert: 180 days

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## 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.

## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (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 Technical Data

In order to receive Technical Data Packages against this solicitation, Bidders must send their request by email to the name of [jessica.strangemore@tpsgc-pwgsc.gc.ca](mailto:jessica.strangemore@tpsgc-pwgsc.gc.ca) and provide the following details:

- a) Company Name
- b) Complete mailing & physical address (p.o. box numbers not acceptable)
- c) Area code and telephone number
- d) Contact name
- e) E-mail address
- f) Solicitation Number & Closing Date

It is imperative that the request be done as soon as possible to ensure timely receipt. Notwithstanding Canada must not be held responsible for untimely release of the technical data.

## 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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## 2.7 Bidders' Conference

A bidders' conference will be held at CFB HALIFAX, 2778 Gottingen Street, Halifax, Nova Scotia, Canada on **March 24, 2020**. The conference will begin at AM (to be confirmed) local time. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Personnel security screening is required prior to gaining authorized access to the bidder's conference and subsequent vessel site visit. Bidders must communicate with the Contracting Authority no later than **March 6, 2020** to confirm attendance. Bidders must provide in writing the following information:

- a) Company name;
- b) Name(s) of the person(s) who will be attending; and
- c) Provide a scanned copy of the passport for each person(s) who will be attending.

Bidders are limited to three (3) representatives. Failure to comply with the security requirements will result in the representatives being denied access to the bidders' conference.

Bidders will be requested to sign an attendance sheet. Bidders who do not attend will not be precluded from submitting a bid.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation.

## 2.8 Individual Meetings

Canada will offer the opportunity for one (1)-on-one (1) meetings following the Bidder's Conference on **March 25 or 26, 2020**. Bidders will be allocated a specific time by the Contracting Authority prior to the bidders' conference and vessel site visit.

For any Bidder not attending the bidders' conference and vessel site visit, a meeting within the National Capital Region (NCR) or a conference call for those outside of the NCR may be requested for **March 17, 2020**.

Any interested bidders are to submit the following information to the Contracting Authority no later than **March 6, 2020** for a one (1) – one (1) hour meeting with Canada:

- a) Company name;
- b) Name(s) of the person(s) who will be attending; and
- c) Location requested – Bidders' Conference, NCR visit or Conference Call

Any clarifications or changes to the bid solicitation resulting from the 1 - on -1 meetings will be included as an amendment to the bid solicitation.

## 2.9 Vessel Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at CFB HALIFAX - HMC Dockyard, Halifax, Nova Scotia on **March 24, 2020**. The site visit will be held in conjunction with the bidders' conference.

Personnel security screening is required prior to gaining authorized access to the Vessel. Bidders must communicate with the Contracting Authority no later than **March 6, 2020** to confirm attendance. Bidders must provide in writing the following information:

- a) Company name;
- b) Name(s) of the person(s) who will be attending; and
- c) Provide a scanned copy of the passport for each person(s) who will be attending.

Bidders are limited to three (3) representatives. Failure to comply with the security requirements will result in the representatives being denied access to the vessel site visit.

Bidders will be requested to sign an attendance sheet. No alternative appointment will be given to bidders who do not attend or do not send a representative. Bidders who do not participate in the visit will not be precluded from submitting a bid.

Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Due to the nature of the bid solicitation, bids transmitted by epost Connect service will not be accepted.

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3) hard copies and (2) soft copies on CD or DVD.

Section II: Financial Bid (2) hard copies and (1) soft copy on CD or DVD.

Section III: Certifications (2) hard copies.

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

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

- i) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and



- ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

## **Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will carry out the work identified at Annex B – Statement of Work, and Annex C – Technical Statement of Requirement in a thorough, concise and clear manner.

The technical bidder must include all information required to be deemed compliant in Annex H – Technical Evaluation of Bids for Halifax Class Oily Water Separator System and should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Any supporting technical documentation must be provided with the bid at time of bid closing. Technical brochures or technical data must be provided to verify compliance to the Technical requirements. The Bid and Supporting technical documents must be presented in a professional format and include, as required, useable drawings:

- i) Professional formatting is defined as typed and/or word processed documents only, with chronological numbering of all sections, subsections and pages; the Bidder must include the company name on each page of the bid package (not required for supporting technical documents and brochures) and a clear and accurate index.
- ii) Useable drawings are defined as level one (1) drawings and produced using 3D software (e.g. Autocad).

If a supporting technical documentation is not submitted with the bid, the Contracting Authority will inform the Bidder in writing and provide the Bidder with two (2) working days from the request to submit the supporting documentation. Failure to comply with the request within the specified timeframe will result in the bid being declared non-responsive.

Annex H – Technical Evaluation of Bids for Halifax Class Oily Water Separator System outlines all mandatory and rated evaluation criteria which must be included. Bidders must complete H-1 Bidder Template for Mandatory Requirements and Table H-2 Bidder Template Points Rated Requirements.

## **Section II: Financial Bid**

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

### **3.1.1 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 the 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

#### **B4051T (2014-06-26) Provisioning Parts Breakdown:**

Bidders must quote the cost of the Provisioning Parts Breakdown (PPB) and of the related documentation required in their bid.

#### **B4052T (2014-06-26) Recommended Spare Parts List:**

Bidders must quote the cost of the Recommended Spare Parts List (RPSL) and of the related documentation required in their bid. The list must indicate the approximate number of line items.

#### **D5401T (2007-11-30) Quality Plan – Solicitation:**

The Bidder must submit a Quality Plan with the bid. The Quality Plan must be in the same format that will be used after award of contract.

The Quality Plan may reference other documents. Where referenced documents do not already exist, but are required by the Quality Plan, the plan must identify them and also identify when, how and by whom they will be prepared and approved. The documents referenced in the Quality Plan must be made available when requested by Public Works and Government Services Canada or the Department of National Defence.

### **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 and NETE will evaluate the bids.

#### **4.1.1 Technical Evaluation and Financial Evaluation**

##### **4.1.1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Annex H – Technical Evaluation of Bids for Halifax Class Oily Water Separator System.

##### **4.1.1.2 Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria outlined in Annex H – Technical Evaluation of Bids for Halifax Class Oily Water Separator System to be declared responsive.

The Bidder must provide the necessary documentation to support compliance with this requirement as detailed in Table H -1 Bidder Template for Mandatory Requirements to be deemed compliant.

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#### 4.1.1.3 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted at Annex H – Technical Evaluation of Bids for Halifax Class Oily Water Separator.

The Bidder must provide the necessary documentation to support compliance with this requirement as detailed in Table H - 2 Bidder Template Points Rated Requirements to be deemed compliant.

#### 4.1.2 Financial Evaluation

Bidders must submit all financial information requested at Annex D – Basis of Payment with their bid.

##### For evaluation purposes only:

The Total Bid Evaluated Price will consist of the First System Deliverables + the Option System Deliverables as detailed at Annex D – Basis of Payment excluding travel and hourly rates required for any Task Authorizations.

##### 4.1.2.1 Mandatory Financial Criteria

Bids which fail to meet the mandatory financial criteria will be declared non-responsive.

- a) The price of the bid will be evaluated as follows:
  - i. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - ii. 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.
- b) 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.
- c) 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.
- d) 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

4.2.1 To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation, and;
- b) meet all mandatory criteria

4.2.2 Bids not meeting a) or b) will be declared non-responsive.

- 4.2.3 The selection will be based on the highest three (3) responsive bids of combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4.2.4 To establish the technical merit score, the overall technical score for each responsive bid will be prorated against the highest evaluated technical score and the ratio of 70%
- 4.2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
- 4.2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

### 4.3 Duplication of Models Proposed:

Canada will award three (3) separate contracts where each of the proposed First Systems are different from the other proposed First Systems. For clarity, Canada will not award a contract to different bidders for supply of the same First System. Upon completion of the bid evaluations, Canada may seek confirmation (via email) of differences between proposed First Systems from the top three Bidders (based on overall ranking). Bidders must reply on information already supplied in their bids to confirm differences between First Systems if so requested by Canada.

The Bidder(s) will have five (5) business days from the date the email was sent to respond to Canada's confirmation request. Canada will evaluate the response(s), and, at its sole discretion, determine whether sufficient difference exists between the First Systems in question.

Where Canada determines that sufficient difference does not exist, Canada will proceed with awarding a contract to the Bidder with the higher combined rating between the Bidders in question.

#### EXAMPLE:

The table below illustrates an example where all four bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 441 (highest technical points of the four bidders is 398) and the lowest evaluated price is \$45,000 (45).

		Bidder 1	Bidder 2	Bidder 3	Bidder 4
Overall Technical Score		398/441	275/441	352/441	315/441
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00	\$55,000.00
Calculations	Technical Merit Score	$398/398 \times 70 = 70.00$	$275/398 \times 70 = 48.37$	$352/398 \times 70 = 61.90$	$315/398 \times 70 = 55.40$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30$	$45/55 \times 30 = 24.55$
Combined Rating		94.55	75.37	91.90	79.95
Overall Ranking		1 <sup>st</sup>	4 <sup>th</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>
Same First System Proposed				Canada confirmed same model as Bidder 4 at \$45,000	Canada confirmed same model as Bidder 3 at \$55,000
Bidders Selected for Contract Award		1	3	2	

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-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 specified will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

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

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

6.1.1 Before award of a contract, the following conditions must be met:

- a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

6.1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

6.1.3 For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **6.2 Controlled Goods Requirement**

6.2.1 As the resulting contract will require the production of or access to controlled goods that are subject to the Defence Production Act, R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program and registration is carried out as follows:

- a) When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.

- b) When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
- c) When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

6.2.2 Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

### 6.3 Insurance Requirement

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex G.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



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## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

The Contractor must provide one (1) Oily Water Separator (OWS) System as well as services and spares in accordance with the Annex A-Statement of Work and Annex B-Technical Statement of Requirement.

#### **7.1.1 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A-Statement of Work and Annex B-Technical Statement of Requirement of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

#### **7.1.2 Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### **7.1.2.1 Task Authorization Process**

The Technical Authority will provide the Contractor with a description of the task using the DND 626 Task Authorization Form specified in Annex I.

The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

The Contractor must provide the Technical Authority, within 30 calendar days of its receipt, the proposed total estimated cost of performing the task and a breakdown of that cost, establishing in accordance with the Basis of Payment specified in the Contract.

The Contractor must not commence work until a TA authorized by the Procurement Authority and/or Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a Task Authorization has been received will be done at the Contractor's own risk.

##### **7.1.2.2 Canada's Obligation - Portion of the Work - Task Authorizations**

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.



### 7.1.2.3 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by D Mar P 3-3-9. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

## 7.2 Standard Clauses and Conditions

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

### 7.2.1 General Conditions

SACC *Manual* clause 2030 (2018-06-21) General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

### 7.2.2 Supplemental General Conditions

4006 2010-08-16 Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

Delete: 4006 04 (3)

Insert: 4006 04

- (3) For greater certainty, Canada's licenses include, but are not limited to:
- a) the right to disclose the Foreground and Background Information to third parties bidding on or negotiating contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid on, negotiate or carry out those contracts;
  - b) the right to disclose the Foreground and Background Information to other governments for information purposes;
  - c) the right to reproduce, modify, improve, develop or translate the Foreground and Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with the reproduction, modification, improvement, development or translation;
  - d) without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the right, in relation to the Work or any part of the Work, to exercise such of the Intellectual Property Rights in the Background Information as may be required for the following purposes:
    - i. for the use, operation, maintenance, repair or overhaul of the Work or any part of the Work;
    - ii. in the manufacturing of spare parts for maintenance, repair or overhaul of the Work or any part of the Work by Canada, if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul;
  - e) for Software that is custom designed for Canada, the right to use any source code the Contractor must deliver to Canada under the Contract.

### 7.3 Security Requirements

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

#### 7.3.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

7.3.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

7.3.1.2 The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

7.3.1.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

7.3.1.4 The Contractor/Offeror must comply with the provisions of the:

- a) Security Requirements Check List and security guide (if applicable), attached at Annex A;
- b) Industrial Security Manual (Latest Edition).

#### 7.3.2 SECURITY REQUIREMENTS FOR FOREIGN SUPPLIERS:

The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming **Contractor / Subcontractor** compliance with the security requirements for foreign suppliers. The following security requirements apply to the foreign recipient **Contractor / Subcontractor** incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent **contract / subcontract**.

7.3.2.1 The Foreign recipient **Contractor / Subcontractor** must be from a Country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral security instrument. The Contract Security Program (CSP) has international bilateral security instruments with the countries listed on the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html>.

7.3.2.2 The Foreign recipient **Contractor / Subcontractor** must provide proof that they are incorporated or authorized to do business in their jurisdiction.

7.3.2.3 The Foreign recipient **Contractor / Subcontractor** must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient **Contractor / Subcontractor** in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.

7.3.2.4 The Foreign recipient **Contractor / Subcontractor** must identify an authorized Contract Security Officer (CSO) and an Alternate (ACSO) (if applicable) to be responsible for the overseeing of the security requirements, as defined in this **contract / subcontract**. This individual will be appointed by the proponent Foreign recipient **Contractor's / Subcontractor's** Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.

7.3.2.5 The Foreign recipient **Contractor / Subcontractor** must not permit access to Canadian restricted sites, except to its personnel subject to the following conditions:

- a. Personnel have a need-to-know for the performance of the **contract / subcontract**;
- b. Personnel have been subject to a criminal record check, with favourable results, from a recognized governmental agency or private sector organization in **their country** as well as a Background Verification, validated by the Canadian DSA.
- c. The Foreign recipient **Contractor / Subcontractor** must ensure that personnel provide consent to share results of the Criminal record Background Check with the Canadian DSA and other Canadian Government Officials, if requested; and
- d. The Government of Canada reserves the right to deny access to Canadian restricted sites to a foreign recipient **Contractor / Subcontractor** for cause.

7.3.2.6 Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the Canadian DSA.

7.3.2.7 The foreign recipient **Contractor / Subcontractor** visiting Canadian Government, under this **Contract/ Subcontract**, will submit a Request for Site Access to the Departmental Security Officer of the Department of National Defence.

7.3.2.8 In the event that a Foreign recipient **Contractor / Subcontractor** is chosen as a supplier for this contract, subsequent country-specific foreign security requirement clauses must be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

7.3.2.9 The Foreign recipient **Contractor / Subcontractor** must comply with the provisions of the Security Requirements Check List attached at Annex A.

## **7.4 Term of Contract**

### **7.4.1 Delivery**

The Contractor must deliver the First System and provide services in accordance with the Statement of Work at Annex B, and the Technical Statement of Requirement at Annex C.

### **7.4.2 Period of the Contract**

The period of the contract will be from Contract award to [three (3) years following contract award] inclusive.

### **7.4.3 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional six (6) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### **7.4.4 Delivery Date**

All deliverables must be received on or before the dates specified in Annex A – Statement of Work, article 5.8 – First System Deliverables.

#### **7.5 Delivery Points**

The Contractor must deliver all First System deliverables to Montreal, QC as specified and any optional goods/services will be delivered to the addresses specified.

- a) The delivery address of First System deliverables are:  
Montreal: Naval Engineering Test Establishment (NETE)  
C/O Weir Canada Inc.  
9401 Wanklyn Street  
Lasalle, Quebec  
H8R 1Z2
- b) The delivery address of Optional goods/services deliverables are:  
East Coast Department of National Defence  
Maritime Forces Atlantic  
Main Supply Building  
Receipts Office D-206, HMCS Dockyard  
Halifax, N.S.  
B3K 5X5
- West Coast: Department of National Defence  
Main Warehouse, Building 66 Colwood  
CFB Esquimalt  
Victoria, BC  
V9A 7N2

#### **7.6 Authorities**

##### **7.6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Jessica Strangemore  
Title: Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Marine Sustainment Directorate  
Marine In-Service Support Division  
455, boul. De la Carrière  
Gatineau, Quebec, J8Y 6V7

Telephone: 873-354-6843  
E-mail address: Jessica.strangemore@tpsgc-pwgsc.gc.ca

Solicitation No. - N° de l'invitation  
W8482-156642/A  
Client Ref. No. - N° de réf. du client  
W8482-156642

Amd. No. - N° de la modif.  
File No. - N° du dossier  
027ism.W8482-156642

Buyer ID - Id de l'acheteur  
027ism  
CCC No./N° CCC - FMS No./N° VME

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

#### **7.6.2 Technical Authority (*to be advised at contract award*)**

The Technical Authority for this Contract is:

Department of National Defence  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2  
Attn: MSC 4 \_\_\_\_\_

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

#### **7.6.3 Procurement Authority (*to be advised at contract award*)**

The Procurement Authority for the Contract is:

Department of National Defence  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2  
Attn: D Mar P \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

#### **7.6.4 Contractor's Representative (*to be completed by Bidder with bid submission*)**

##### **General enquiries**

Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

##### **Delivery follow-up**

Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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## **7.7 Payment**

### **7.7.1 Basis of Payment – Firm Prices**

For the Work described in the Statement of Work at Annex B.

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$\_\_\_\_\_ (insert the amount 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.

### **7.7.2 Basis of Payment – Task Authorizations – Ceiling Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, for the sum of actual time worked by direct labour at the all-inclusive hourly rates set out in Annex D – Basis of Payment, article 3.0 with no additional fee or mark-up and as specified in the authorized TA, to a ceiling price of specified in the Task Authorization. Customs duties are included and Applicable Taxes are extra.

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

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

### **7.7.3 Basis of Payment – Task Authorizations – Firm Hourly Rates**

The Contractor certifies that the all-inclusive firm hourly rates at article 7.7.2, are not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both, 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 does not include any provision for discounts to selling agents.

### **7.7.4 Method of Payment – Multiple Payments**

H1001C (2008-05-12) Multiple Payments

### **7.7.5 SACC Manual Clauses**

C2000C (2007-11-30) Taxes – Foreign-based Contractor

### **7.7.6 Discretionary Audit**

C0100C (2010-01-11) Discretionary Audit – Commercial Goods and/or Services

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#### 7.7.7 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 7.7.8 Electronic Payment of Invoices – Contract (as applicable)

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)

#### 7.8 Invoicing Instructions

7.8.1 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.

7.8.2 Invoices must be distributed as follows:

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

National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attn: D Mar P 3-3-9  
Email: \_\_\_\_\_(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

7.8.3 The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- c. a copy of the monthly progress report.



7.8.4 The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Procurement Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

7.8.5 The Procurement Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

7.8.6 The Contractor must not submit claims until all work identified in the claim is completed.

## **7.9 Shipping Instructions**

### **7.9.1 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 (Nova Scotia, British Columbia, and Montreal) for shipments from the United States government; or
- b) Delivered Duty Paid (DDP) (Nova Scotia, British Columbia, and Montreal) Incoterms 2000 for shipments from a commercial contractor.

### **7.9.2 Customs Duties – Contractor Importer (as applicable)**

- a) As the goods to be supplied under the Contract are defence supplies, customs duties on importation to Canada may be remitted under the Tariff Item Number 9982.00.00 of the Schedule to the *Customs Tariff*.
- b) Remission of customs duties payable may be granted under the Tariff Item Number 9982.00.00 when the total contract value of the defence supplies is C\$250,000 or more. This reflects the import value of the goods plus the duty that would be applicable in the absence of the *Customs Tariff*.

The Contractor will be responsible for pre-arranging remission on importation or for paying customs duties on importation and applying to Canada Border Services Agency for a refund. The Contractor is also responsible for applying to Public Works and Governments Services Canada in good time for the certification required by the *Customs Tariff*.

### **7.9.3 Release Documents – Distribution**

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a) One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b) Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c) One (1) copy to the Contracting Authority;
- d) One (1) copy to:

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_ (to be inserted at contract award)



- e) One (1) copy to the Quality Assurance Representative;
- f) One (1) copy to the Contractor; and
- g) For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Email: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca)

#### 7.9.4 Packaging Requirement:

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, CFTO D-02-002-001/SG-001 and CFTO D-LM-008-002/SF-001.

### 7.10 Certifications and Additional Information

#### 7.10.1 Compliance

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

#### 7.10.2 Federal Contractors Program for Employment Equity - Default by the Contractor (as applicable)

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### 7.11 Applicable Laws

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

### 7.12 Priority of Documents

If there is a discrepancy between the wordings 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: 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information
- c) the general conditions: 2030 (2016-04-04) General conditions – Higher Complexity – Goods;
- d) Annex B, Statement of Work;
- e) Annex C, Technical Statement of Requirement
- f) Annex D, Basis of Payment;

- g) Annex A, Security Requirements Check List;
- h) Annex G, Insurance Requirement
- i) the signed Task Authorizations (including all of its annexes, if any) (*if applicable*);
- j) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_ " *and insert date(s) of clarification(s) or amendment(s)*).

### 7.13 Defence Contract

The Contract is a defence contract within the meaning of the Defence Production Act, R.C.S. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-progress or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

### 7.14 Canadian Forces Site Regulations

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

### 7.15 Foreign Nationals (Canadian Contractor or Foreign Contractor as applicable)

#### **A2000C (2006-06-16) Foreign Nationals (Canadian Contractor):**

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

#### **A2001C (2006-06-16) Foreign Nationals (Foreign Contractor):**

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

### 7.16 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex G. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors,

coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### **7.17 Controlled Goods Program**

A9131C (2014-11-27) Controlled Goods Program  
B4060C (2011-05-16) Controlled Goods

#### **7.18 SACC Clauses**

**A9019C (2011-05-16) Hazardous Waste Disposal**  
**B4042C (2008-05-12) Identification Markings**  
**B4043C (2016-01-28) Military Nomenclature**  
**B4061C (2008-05-18) North Atlantic Treaty Organization Codification – Data Requirements**  
**B7500C (2006-06-16) Excess Goods**  
**B9028C (2007-05-25) Access to Facilities and Equipment**  
**D2000C (2007-11-30) Marking**  
**D2001C (2017-11-30) Labelling**  
**D2025C (2017-08-17) Wood Packaging Materials**  
**D3010C (2016-01-28) Delivery of Dangerous Goods/Hazardous Products**  
**D3015C (2014-09-25) Dangerous Goods/Hazardous Products – Labelling and Packaging Compliance**  
**D5510C (2017-08-17) Quality Assurance Authority (DND) - Canadian-based Contractor**  
**D5515C (2010-01-11) Quality Assurance Authority (DND) – Foreign-based and United States Contractor**  
**D5540C (2010-08-16) ISO 9001:2008 – Quality Management Systems – Requirements (QAC Q)**  
**D5604C (2008-12-12) Release Documents (DND) – Foreign-based Contractor**  
**D5605C (2010-01-11) Release Documents (DND) – United States-based Contractor**  
**D5606C (2012-07-16) Release documents (DND) – Canadian-based Contractor**  
**D6010C (2007-11-30) Palletization**  
**C9002C (2007-11-30) Incomplete Assemblies**

#### **7.19 Quality Plan – Applicable only for Option Period/Systems**

No later than 60 days after the effective date of Canada exercises its right to purchase any optional systems, the Contractor must submit for acceptance by the Department of National Defence (DND) a Quality Plan prepared according to the latest issue (at contract date) of *ISO 10005:2005 "Quality management systems - Guidelines for quality plans"*. The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

The documents referenced in the Quality Plan must be made available when requested by Public Works and Government Services Canada or DND.

If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements or planning which may have occurred as a result of pre-contract negotiations.

Upon acceptance of the Quality Plan by DND, the Contractor must implement the Quality Plan. The Contractor must make appropriate amendments to the Quality Plan throughout the term of the contract

to reflect current and planned quality activities. Amendments to the Quality Plan must be acceptable to DND.

If the Contract includes the option for software design, development or maintenance of software, the Contractor must interpret the requirements of *ISO 9001:2008 "Quality management systems - Requirements"*, according to the guidelines of the latest issue (at contract date) of *ISO/IEC 90003:2004 "Software engineering - Guidelines for the application of ISO 9001:2000 to computer software"*.

## **7.20 Procedures for Design Changes/Deviations**

The Contractor must complete Part 1 of the Design Change/Deviation form DND 672 and forward one (1) copy to the Technical Authority and one (1) copy to the Contracting Authority.

The Contractor will be authorized to proceed upon receipt of the design change/deviation form signed by the Contracting Authority. A contract amendment will be issued to incorporate the design change/deviation in the Contract.

## **7.21 Service Bulletins – Manufacturer**

The Contractor must provide to the Technical Authority one (1) hard copy and soft copy on CD of the manufacturers' service bulletins covering modifications, improvements, or special maintenance actions for goods delivered. The Contractor must continue to provide the service bulletins for a period of 10 year(s) after delivery of the goods.

## **7.22 Provisioning Parts**

### **7.22.1 Initial Provisioning Conference – Applicable only for Option Period/System**

- a) The purpose of an Initial Provisioning Conference (IPC) is to allow the Department of National Defence (DND) to verify that the Provisioning Parts Breakdown reflects the current and complete configuration of the equipment being procured by comparing it against full assembly drawings, and to select the range of spares required to support the system/equipment during an initial period of service, as determined in the Statement of Work. The IPC will be held in the offices of the Director Technical Information and Codification Services (DTICS), in the National Capital Region, unless Canada determines that it is necessary to hold the IPC at the Contractor's facility. If so, the Contractor must provide offices to hold the IPC at the Contractor's facility at no additional cost to Canada.
- b) Upon acceptance of the provisioning documentation by DTICS, the Contractor may be required to provide:
  - i. engineering and product support assistance;
  - ii. engineering, reliability and maintainability data;
  - iii. modification data, if applicable.
- c) DND certifies that it will adhere to all proprietary and intellectual property rights relating to items identified in this documentation.
- d) Questions regarding the preparation, format or contents of the above provisioning documentation must be directed to the Procurement Authority.

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## 7.23 Travel and Living

Contractor personnel may be required to travel to NDHQ or other military establishments, to other Contractor's plants, and to other locations within Canada and internationally, as may be designated by the Technical Authority.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Contracting Authority.

All payments are subject to government audit.

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**ANNEX "A"**

**SECURITY REQUIREMENTS CHECK LIST**

See attached

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**ANNEX "B"**

**STATEMENT OF WORK**

See attached

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**ANNEX "C"**

**TECHNICAL STATEMENT OF REQUIREMENTS**

See attached



## ANNEX D

### BASIS OF PAYMENT

#### 1. Initial Contract First System – Firm Unit Price

The Contractor must deliver (1) Oily Water Separator (OWS) System (First System) in accordance with Annex B - Statement of Work (SOW) and Annex C - Technical Statement of Requirements (TSOR).

All costs to be firm unit prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

#### Deliverables

Payments for deliverables in Table 1 – First System Deliverables will be made in accordance with Annex B – Statement of Work, article 5.0 - Supply of First System.

Table 1 – Milestone Initial Deliverables and Prices

Item Number	SOW Paragraph Number	Initial Deliverables Description	Qty	Unit of Issue	Firm Unit Prices (CAD \$)
1	Para 5.0,5.8.1,5.8.2	First Oily Water Separator(OWS) System + spares	1	Each	\$ _____
2	Para 5.6	Set-to-Work & Training – First (OWS) System	1	Each	\$ _____
3	Para 5.6.1	Transportation Unit Cost destination: Montreal, QC	1	Each	\$ _____
	Total Price for Initial Deliverables Evaluation Purposes Only (items 1+2+3=A)				A - \$ _____

**Note Item 2** – Firm unit price to include all services detailed at Annex B – SOW, article 5.6-First System – Engineering Support up to a maximum of 10 days excluding estimated travel.

#### 2. Option Period - Optional Goods and Services

Canada exercises, at its sole discretion, the option to purchase additional OWS systems, the Contractor must deliver 12 Oily Water Separator (OWS) Systems and up to two additional systems in accordance with Annex B - SOW, article 6.0 – Option Requirement and Annex C - TSOR.

All costs to be firm unit prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable taxes are extra.

## Optional System Deliverables

Payments will be made in accordance with the Contract is as follows in Annex B – SOW, article 6.0 – Supply of the Option System(s).

Table 2 –Optional Goods and Services and Prices

Item Number	SOW Paragraph Number	Optional Deliverables Description	Qty	Unit of Issue	Firm Unit Prices (CAD \$)
<b>Optional OWS Systems</b>					
4	6.0	Optional OWS Systems – Year 2023	4	Each	\$ _____
5	6.0	Optional OWS Systems – Year 2024	4	Each	\$ _____
6	6.0	Optional OWS Systems – Year 2025	4	Each	\$ _____
<b>Optional OWS Systems – Set-to-Work and Cadre Training</b>					
7	6.11, 6.12.7	Set-to-Work and Cadre Training – Optional OWS Systems – Year 2023	4	Each	\$ _____
8	6.11, 6.12.7	Set-to-Work and Cadre Training – Optional OWS Systems – Year 2024	4	Each	\$ _____
9	6.11, 6.12.7	Set-to-Work and Cadre Training – Optional OWS Systems – Year 2025	4	Each	\$ _____
<b>Optional OWS System Documentation</b>					
10	Para 6.3.4, 6.3.5, 6.7.1.1, 6.7.1.2, 6.7.1.3, 6.7.1.4, 6.7.1.5	Project Management Plan, Configuration Management Plan, Provisioning Parts Breakdown, Recommended Spare Parts List, and Planned Maintenance Schedule and Overhaul Schedule	1	Lot	\$ _____
11	6.7.1.6	Supplementary Provisioning Technical Documentation	1	Each	\$ _____
12	6.7.1.9	Operation and Maintenance Manual(s), Engineering Drawings and Set-to-Work Plan and Procedures	1	Lot	\$ _____
13	6.10.1.4, 6.11.4	Installation Guidance Package and Cadre Training Package	1	Lot	\$ _____
14	6.12.6.6	Factory Acceptance Test Report	1	Each	\$ _____
15	6.12.8.3, 6.12.9.3	Harbour Acceptance Trial Test Plan and Procedure and Sea Acceptance Trial Test Plan and Procedure	1	Lot	\$ _____
<b>Training</b>					
16	6.11.5.2	Coastal Training Course	2	Each	\$ _____

Additional Optional OWS Systems					
17	6.0	Additional Optional OWS Systems	Up to 2	Each	\$ _____
18	6.11, 6.12.7	Set-to-Work and Training – Additional OWS Systems	Up to 2	Each	\$ _____
Transportation (includes additional optional OWS Systems)					
19		Transportation Unit Cost, Halifax, NS	Up to 8	Each	\$ _____
20		Transportation Unit Cost, Esquimalt, BC	Up to 6	Each	\$ _____
Total Evaluated Price for Option Deliverables Evaluation Purposes Only (Add Items 4 through 20 = B)					B - \$ _____
Total Bid Evaluated Price Evaluation Purposes Only as detailed in Part 4, article 4.1.2 – Financial Evaluation A (Initial Deliverables) + B (Option Deliverables) = C					C - \$ _____

**Note 1** - The Contracting Authority may exercise the option period within 36 months after contract award by sending a written notice to the Contractor.

**Note 2** – Specific delivery schedule will be as referenced in accordance with Annex B – SOW, article 6.0

**Note 3 – Cadre and Coastal Training:** Firm unit price to include all services detailed at Annex B – SOW, article 6.11-Option System – Cadre and Coastal Training excluding estimated travel.

**Note 4 – OWS optional Systems and Set-to-Work and Training:** Years are set with the assumption that a contract is awarded in the year 2020.

### 3. Additional Work Requests (DND 626 – Task Authorizations)

#### 3.1 All Inclusive Hourly Labour Rates

Bidder must complete the table below providing Labour Category and hourly rate that may be required to provide services on an 'as and when requested' basis in accordance with the Annex B – SOW, articles 5.7 and 6.13.

The following all-inclusive hourly rates shall be used by the Contractor for all Task Authorizations in accordance with Article **7.1.2 – Task Authorization**.

The all-inclusive hourly rates are inclusive of overheads, clerical, financial, contract management and administrative support, and profits (including mark-up) but do not include applicable taxes.

The all-inclusive hourly rates apply to Work performed by the Contractor.

Table 3 – Task Authorization Labour Categories and Hourly Rates (**to be completed by contractor and included with bid**)

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Labour Category	Rate/Hour

The Contractor certifies that the all-inclusive firm hourly rates above are not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

### Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

Estimated cost: \$\_\_\_\_\_

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## ANNEX E to PART 3 OF THE BID SOLICITATION

### ELECTRONIC PAYMENT INSTRUMENTS

*As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

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## ANNEX F to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

*(to be insert as applicable)*

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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## ANNEX G

### INSURANCE REQUIREMENTS

1. The Contractor must obtain Marine General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Services and Procurement Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - l. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - m. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

- 
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



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**ANNEX H to PART 5 OF THE BID SOLICITATION**

**TECHNICAL EVALUATION OF BIDS FOR HALIFAX CLASS OILY WATER SEPARATOR SYSTEM**

**See attached**

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## **ANNEX I**

### **DND 626 TASK AUTHORIZATION FORM**

See attached