



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau  
Quebec  
K1A0S5  
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**

<b>Title - Sujet</b> EREP: Hard Shell Barges	
<b>Solicitation No. - N° de l'invitation</b> F7047-170070/B	<b>Date</b> 2020-04-02
<b>Client Reference No. - N° de référence du client</b> F7047-170070	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$ERD-010-27735	
<b>File No. - N° de dossier</b> 010erd.F7047-170070	<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 2020-05-27</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> Cormier, Jessica	<b>Buyer Id - Id de l'acheteur</b> 010erd
<b>Telephone No. - N° de téléphone</b> (343) 543-7594 ( )	<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**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Marine Emergency Response Division/Division des  
Interventions en cas d'urgence maritime  
Centennial Towers 7th Floor - 7W11  
200 Kent Street  
Ottawa  
Ontario  
K1A0S5

<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**ANNEX A**

STATEMENT OF WORK (SOW)

**ANNEX B**

TECHNICAL STATEMENT OF REQUIREMENTS (TSOR)

**ANNEX C**

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

**ANNEX 1 TO PART 3 OF THE BID SOLICITATION**

ELECTRONIC PAYMENT INSTRUMENTS

**ANNEX 2 TO PART 3 OF THE BID SOLICITATION**

BIDDER'S CHECKLIST

**ANNEX 1 TO PART 4 OF THE BID SOLICITATION**

TECHNICAL BID EVALUATION PLAN

**ANNEX 2 TO PART 4 OF THE BID SOLICITATION**

CERTIFICATION OF COMPLIANCE

**ANNEX 1 TO PART 5 OF THE BID SOLICITATION**

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, Technical Statement of Requirements, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

### 1.2 Summary

The Canadian Coast Guard (CCG) requires non-powered aluminum barges of 20 cubic meters (m<sup>3</sup>) and 40m<sup>3</sup> for increased storage capacity of recovered oil in calm waters that would be deployed in response to a marine pollution incident.

This procurement is part of the Environmental Response Equipment Modernization (ERE) Project for the CCG, and forms part of the Oceans Protection Plan announced in November 2016. Under the ERE Project, CCG is renewing its suite of environmental response (ER) equipment, ensuring a robust and strategic national response capability. The ERE Project will replace aging ER equipment and introduce some new technologies to over 80 locations across the country.

As a result of this solicitation, a maximum of four (4) contracts may be awarded, one for each of the following groupings of equipment configurations and regions:

- A. 20m<sup>3</sup>, Eastern Region
- B. 20m<sup>3</sup>, Western Region
- C. 40m<sup>3</sup>, Eastern Region
- D. 40m<sup>3</sup>, Western Region

Bidders may submit a bid on any or all of the groupings listed above (A,B,C,D) by filling out the applicable pricing table(s) found in Schedule A (Basis of Payment). In order to be considered for a particular contract, the bidder must provide a price for every item in the applicable pricing table(s).

In the event that more than one contract is recommended to be issued to the same supplier, a single contract comprising all such items will be issued to the supplier instead of separate contracts.

The period of the resulting contract(s) will be from date of contract award to March 31, 2022 (inclusive). Delivery destinations include various locations across Canadian provinces and territories, and are identified in Schedule B – Schedule of Deliveries. The resulting contract(s) may also be utilized for deliveries to other federal, provincial, territorial, and municipal government organizations and Crown corporations.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canadian Free Trade Agreement (CFTA) and the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP).

This procurement is subject to the Maa-nulth Final Agreement.

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 6 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

Bidders intending to submit bids should obtain solicitation documents directly from the Government Electronic Tendering System (GETS) <http://BuyAndSell.gc.ca>. Solicitation amendments, if and when issued, will be available on <http://BuyAndSell.gc.ca>. It is the responsibility of the Bidder to ensure that all amendments issued during the solicitation period have been obtained and addressed in the submitted bid. Bidders basing their submissions on solicitation documents obtained from other sources do so at their own risk. Learn how to receive notifications about solicitation amendments at <https://buyandsell.gc.ca/procurement-data/tenders/follow-opportunities>

Businesses interested in learning more about selling to the Government of Canada are encouraged to review <https://BuyAndSell.gc.ca/for-businesses/selling-to-the-government-of-canada>.

The Office of Small and Medium Enterprises (OSME) offers free seminars to businesses interested in learning about the general procurement process and how to sell goods and services to the government. Refer to <http://www.tpsgc-pwgsc.gc.ca/app-acq/pme-sme/index-eng.html> for more information about OSME's seminars and other services.

### **1.3 Phased Bid Compliance Process (PBCP)**

The Phased Bid Compliance Process (PBCP) applies to this requirement.

### **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.

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## 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(s).

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: 120 days

### 2.2 Submission of Bids

Bids must be submitted only to **Public Works and Government Services Canada (PWGSC) Bid Receiving Unit** by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

**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.

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## **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

## **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension?

**Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

## **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

**Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

#### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 10 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.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

#### 3.1.1 Bid Structure

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 epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies and 2 electronic copies on CDs, DVDs, or USB storage devices)  
Section II: Financial Bid (1 hard copy and 1 electronic copy on CD, DVD, or USB storage device)  
Section III: Certifications (1 hard copy and 1 electronic copy on CD, DVD, or USB storage device).

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.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

#### 3.1.2 Bid Format

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

- 1) 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
- 2) 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.

### **3.1.3 No Conditional Bids**

The Bidder's bid must not be made conditionally. Any condition imposed by the Bidder will render the bid non-responsive and the bid will be given no further consideration.

### **3.1.4 Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **3.1.4.1 Substantial Information**

Bidders must demonstrate their compliance with the bid solicitation by providing substantial information by describing completely and in detail how the requirement is met or addressed.

Bidders must provide with their technical bid, a document indicating clearly where the substantial information can be found for each of the mandatory criterion identified in the Technical Bid Evaluation Plan (Annex 1 to Part 4 of the Bid Solicitation).

Bidders must sign the Certification of Compliance (Annex 2 to Part 4 of the Bid Solicitation). A signed Certification of Compliance (Annex 2 to Part 4 of the Bid Solicitation) will be interpreted as meaning full agreement with the requirement, whereas a non-signed Certification of Compliance (Annex 2 to Part 4 of the Bid Solicitation) will be interpreted as meaning not in full agreement with the requirement and the Bid will be deemed non-responsive and not given any further consideration.

### **3.1.5 Section II: Financial Bid**

#### **3.1.5.1 Pricing Submission**

Bidders must submit their financial bid in accordance with Schedule A. The Bid must address each of the cost elements in Schedule A – Basis of Payment.

Bidders are requested to insert "\$0.00" for any of the cost elements for which it does not intend to charge.

The Bid must be submitted in Canadian currency.

#### **3.1.5.2 Electronic Payment of Invoices – Bid**

If the bidder is willing to accept payment of invoices by Electronic Payment Instruments, complete Annex 1 to Part 3 - Electronic Payment Instruments, to identify which ones are accepted.

If Annex 1 to Part 3 - 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.

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### **3.1.5.3 Delivery Dates**

Bidders must submit their delivery dates in accordance with Schedule B – Schedule of Deliveries.

### **3.1.6 Section III: Certifications**

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

### **3.1.7 Bidder's Checklist**

Bidders should refer to Annex 2 to Part 3 of the Bid Solicitation (Bidder's Checklist).

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) Canada will use the Phased Bid Compliance Process described below.

#### 4.1.1 Phased Bid Compliance Process

##### 4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

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- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### 4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

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- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 (2018-03-13) Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

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- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.1.2 Technical Evaluation**

The Technical Bid Evaluation Plan and mandatory technical evaluation criteria are included in the Technical Bid Evaluation Plan (Annex 1 to Part 4 of the Bid Solicitation).

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Where the requirement for method of compliance is the "Certification of Compliance", the evaluation team will consider a bid compliant if the Bidder provides a completed and signed "Certification of Compliance (Annex 2 to Part 4 of the Bid Solicitation)" document.

#### **4.1.2.1 Mandatory Technical Criteria**

All mandatory technical evaluation criteria are included in the Technical Bid Evaluation Plan (Annex 1 to Part 4 of the Bid Solicitation).

**The Phased Bid Compliance Process will apply to all mandatory technical criteria.**

#### **4.1.3 Financial Evaluation**

##### **4.1.3.1 Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid (DDP) (specified destination) Incoterms 2010, Canadian customs duties and excise taxes included.

##### **4.1.3.2 Evaluation of Price Equation**

1. The following "Evaluated Price" equation will be used to determine the evaluated price of the bid based on the prices of all required and optional goods and services inserted by the Bidder in its bid.
2. This evaluation process will be repeated for each grouping (A,B,C,D).

#### **Evaluated Price = X + Y + Z**

X = Sum of the extended prices of items 1 – 2 (inclusive)

Y = Extended price of item 3

Z = Hourly rate identified by bidder for options and unscheduled work will be multiplied by 1000 hours\*  
\* 1000 hours is used for evaluation purpose only and in no way represents commitment by Canada

Extended Price for EACH item in X is calculated as follows:

*-Item #1 Quantity x Item #1 Firm Unit Price = Item #1 Extended Price*

*-This is repeated for item 2.*

Extended Price for EACH item in Y is calculated as follows:

*-Item #3 Max. Quantity x Item #3 Firm Unit Price = Item #3 Extended Price*

Extended Price for Hourly Rate in item Z is calculated as follows:

*- 1000 hours x Hourly Rate*

#### **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 or bids with the lowest evaluated price per grouping will be recommended for the award of a contract.

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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.

#### 5.1.2 Certification of Compliance

The Bidder must provide the Contracting Authority with a signed and completed Certificate of Compliance (Annex 2 to Part 4 of the Bid Solicitation) to be given further consideration in the procurement process.

#### 5.1.3 Welding Certification

1. All aluminum welding must be performed:

(a) in accordance with the Standards of the Canadian Standards Association (CSA) and the Canadian Welding Bureau (CWB):

- i. The Contractor must demonstrate that the firm, their facilities, processes, and welders are certified to CSA W47.2-11 (R2015), Certification of Companies for Fusion Welding of Aluminum, Division 1 or 2; and
- ii. The welding workmanship must satisfy CSA W59.2-18, Welded Aluminum Construction;

**-OR-**

(b) by a company that is certified by the international standard ISO 3834-2:2005. Certification to the same elements in ISO 3834-2:2005, Quality Requirements for Fusion Welding of Metallic Materials will be considered equivalent if performed by an International Institute of Welding Authorized National Body for Company Certification (IIW-ANBCC)

2. Before contract award and within 21 calendar days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its and its subcontractor's certification by CWB in accordance with the CSA welding standards or certification by the international standard ISO 3834-2:2005.

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## 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 property agreement of the Ineligibility and Suspension Policy (<https://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 (<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.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Workers Compensation Certification- Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within **5 calendar days** following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

#### 5.2.3.2 Insurance Requirements - Proof of Availability Prior to Contract Award

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 **Part 6 - Resulting Contract Clause 6.13**.

Solicitation No. - N° de l'invitation  
F7047-170070/B  
Client Ref. No. - N° de réf. du client  
F7047-170070

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
010erd  
CCC No./N° CCC - FMS No./N° VME

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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 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Requirement

The Contractor must provide the goods, services or both described in the Contract, including all the Annexes, Schedules, Appendices, and any other identified documents, to Canada in accordance with, and at the prices and/or rates stated in the Contract.

#### 6.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable options to acquire goods, services or both described in the Contract, including all the Annexes, Schedules, Appendices, and any other identified documents, 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.

#### 6.1.2 Additional Work Requirement (AWR)

Additional work that is not described in the Statement of Work but that is required to support the requirement and that would fall within the overall scope of the Work, may be incorporated into the Contract in accordance with Schedule A, Basis of Payment and will be authorized via a Task Authorization.

##### 6.1.2.1 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.

##### 6.1.2.2 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex C.
2. 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.
3. The Contractor must provide the Project Authority, within 7 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### **6.1.2.3 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$5000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance.

### **6.1.2.4 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.

### **6.1.2.5 Periodic Usage Reports - Contracts with Task Authorizations**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 21 calendar days after the end of the reporting period.

### **Reporting Requirement - Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

## **6.2 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>) issued by Public Works and Government Services Canada.

### **6.2.1 General Conditions**

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

1031-2 (2012-07-16), Contract Cost Principles, apply to and form part of the Contract.

### **6.2.2 Supplemental General Conditions**

4010 (2012-07-16) Supplemental General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## **6.3 Security Requirements**

There is no security requirement applicable to 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, 2022 inclusive.

### **6.4.2 Delivery Date**

All the deliverables must be received on or before the dates indicated in Schedule B – Schedule of Deliveries

### **6.4.3 Comprehensive Land Claims Agreements (CLCAs)**

The Contract is subject to the Maa-nulth Final Agreement

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

### **6.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Schedule B – Schedule of Deliveries of the Contract.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jessica Cormier  
Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Marine Navigation and Remediation Division  
270 Albert Street, Suite 703-17 Ottawa, Ontario

Telephone: 343-543-7594  
E-mail address: [Jessica.Cormier2@pwgsc-tpsgc.gc.ca](mailto:Jessica.Cormier2@pwgsc-tpsgc.gc.ca)

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

### 6.5.2 Project Authority

The Project Authority for the Contract is: *(information will be provided at contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Technical Authority

The Technical Authority for the Contract is: *(information will be provided at contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
F7047-170070/B  
Client Ref. No. - N° de réf. du client  
F7047-170070

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
010erd  
CCC No./N° CCC - FMS No./N° VME

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The Technical Authority named above 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.

#### 6.5.4 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
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: 2012-2 of the Treasury Board Secretariat of Canada.

#### 6.7 Payment

##### 6.7.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm prices for a total cost of \$ \_\_\_\_\_ (*amount to be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.

##### 6.7.2 Basis of Payment – Task Authorizations

###### Limitation of Expenditure or Ceiling Price - Individual Task Authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with Schedule A. Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure or ceiling price specified in the authorized task authorization. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

-OR-

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### **Firm Unit Price(s) or Firm Lot Price - Task Authorizations**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) as detailed in the Basis of Payment above, as specified in the authorized TA. Customs duties are excluded 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.

#### **6.7.3 Limitation of Price**

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.

#### **6.7.4 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$(to be announced at contract award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **6.7.5 Travel and Living Expenses - National Joint Council Travel Directive**

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.

Estimated Cost: \$ \_\_\_\_ ([amount to be inserted at contract award](#)).

#### **6.7.6 Method of Payment - Multiple Payments – Subject to Holdback**

1. Canada will pay the Contractor in accordance with the payment provisions of the Contract for the completion and delivery of unit(s) detailed in Schedule A, up to 98% percent of the amount claimed and approved by Canada if:

- a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. the total amount for all payments paid by Canada does not exceed 100% percent of the total amount to be paid under the Contract;
  - c. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
  - d. all work delivered have been completed and accepted by Canada.
2. The balance of the amount payable ("Holdback") will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all final DID's required under the Contract (Schedule A - Item A2, B2, C2 or D2 – Documentation – DID), provided that such final DID's have been accepted by Canada and that a final claim for the payment is submitted.
  3. For clarity and notwithstanding paragraph 1 above, payments will not be subject to the Holdback once all final DID's (Schedule A – Item A2, B2, C2 or D2 - DID) have been delivered and accepted by Canada.

#### **6.7.7 Method of Payment – Task Authorizations**

##### **Milestone Payments – Subject to Holdback**

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 98% of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. the total amount for all milestone payments paid by Canada does not exceed 100% of the total amount to be paid under the Contract;
  - c. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
  - d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

**-OR-**

##### **Milestone Payments – Not subject to holdback**

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;

- 
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

**-OR-**

### **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.

### **6.7.8 Taxes - Foreign-based Contractor (if applicable)**

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.

### **6.7.9 Payment for Fuels, Oils and Lubricants**

The Contractor is responsible for the supply and cost of all fuel, lubricating oil, hydraulic oil, and other lubricants sufficient for fully charging all systems as required for operating the machinery and other equipment and for performing all tests and trials.

### **6.7.10 Field Engineering and Supervisory Services**

If Field Service Representatives (FSR) and/or Supervisory Services are required for the Work, the cost of all such services is to be included in the price for the Work. The contractor is responsible for the performance of all subcontractors and for engineering and field supervision services.

### **6.7.11 Electronic Payment of Invoices – Contract**

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

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

### 6.7.12 Discretionary Audit

1. The following are subject to government audit before or after payment is made:
  - a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
  - b. The accuracy of the Contractor's time recording system.
  - c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
  - d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

### 6.7.13 Price Support

The Bidder must provide, on Canada's request, one or more of the following price support, if applicable:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

### 6.7.14 Invoicing Instructions

1. 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.

As applicable, 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;
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
  3. The Contractor must prepare and certify the claim on form PWGSC-TPSGC 1111, and e-mail it to the Contracting Authority for review. The Contracting Authority will then forward the claim to the Project Authority for certification and onward submission to the client's payment Office for the remaining certification and payment action.
  4. The Contractor must not submit claims until all work identified in the claim is complete and must only submit one claim per month.

## **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.

### **6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

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.

### **6.8.3 Workers Compensation**

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

### **6.8.4 Welding Certification**

1. All aluminum welding must be performed:
  - (a) in accordance with the Standards of the Canadian Standards Association (CSA) and the Canadian Welding Bureau (CWB):
    - i. The Contractor must demonstrate that the firm, their facilities, processes, and welders are certified to CSA W47.2-11 (R2015), Certification of Companies for Fusion Welding of Aluminum, Division 1 or 2; and
    - ii. The welding workmanship must satisfy CSA W59.2-18, Welded Aluminum Construction;

**-OR-**

- (b) by a company that is certified by the international standard ISO 3834-2:2005. Certification to the same elements in ISO 3834-2:2005, Quality Requirements for Fusion Welding of Metallic Materials will be considered equivalent if performed by an International Institute of Welding Authorized National Body for Company Certification (IIW-ANBCC)
2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
  3. Before the commencement of any fabrication work, and upon request from the Contracting Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel they intend to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB certification to CSA welding standards or certification by the international standard ISO 3834-2:2005.

## 6.9 Applicable Laws

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

## 6.10 Priority of Documents

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

- (a) the Articles of Agreement including Schedule A, Basis of Payment and Schedule B, Schedule of Deliveries;
- (b) the supplemental general conditions 4010 (2012-07-16), Services - Higher Complexity;
- (c) the general conditions 2030 (2018-06-21), General Conditions - Higher Complexity - Goods;
- (d) Annex A, Statement of Work;
- (e) Annex B, Technical Statement of Requirement;
- (f) the signed Task Authorizations (including all of its annexes, if any)
- (g) the Contractor's bid dated \_\_\_\_\_.

## 6.11 Foreign Nationals (Canadian Contractor *OR* Foreign Contractor)

### 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.

- *OR* -

### 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

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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.

#### **6.12 Lien - Section 427 of the Bank Act**

1. If any lien under section 427 of the Bank Act, S.C.. 1991, c. 46, exists in respect to any materials, parts, work-in-process, or finished work for which the Contractor intends to claim payment, the Contractor agrees to inform the Contracting Authority without delay and agrees, unless instructed otherwise by the Contracting Authority, either:
  - a. to cause the bank to remove such lien and to provide the Contracting Authority with written confirmation from the bank; or,
  - b. to provide to the Contracting Authority an undertaking from the bank that the bank will not make any claim under section 427 of the Bank Act on materials, parts, work-in-process, or finished work in respect of which payment is made to the Contractor under the Contract.
2. Failure to inform the Contracting Authority of such lien or failure to implement paragraph 1(a) or (b) above will constitute default under the default section of the general conditions and will entitle Canada to terminate the Contract.

#### **6.13 Insurance – Specific Requirements**

The Contractor must comply with the insurance requirements specified below. 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.

##### **6.13.1 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial 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 \$2,000,000 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 Works and Government Services 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. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. **Owners' or Contractors' Protective Liability:** Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. **Sudden and Accidental Pollution Liability** (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- n. **All Risks Tenants Legal Liability** - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o. **Amendment to the Watercraft Exclusion** to extend to incidental repair operations on board watercraft.

### **6.13.2 Marine Liability Insurance**

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the

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Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.

3. The protection and indemnity insurance 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by The Canadian Coast Guard and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
  - c. 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.
  - d. Cross liability and 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.
  - e. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, 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.

### **6.13.3 Marine Hull Insurance**

1. The Contractor must obtain Hull & Machinery insurance covering the watercraft, its equipment and appurtenances, and maintain it in force for the duration of the contract for an amount of not less than the agreed value of the watercraft as described below. Coverage must conform to the American Institute Hull Clauses (June 2, 1977) or an agreed equivalent.

20m<sup>3</sup> and 40m<sup>3</sup> Non-powered Aluminum Barge Agreed Value \$(to be inserted at Contract Award)

2. The policy must include the following endorsements:
  - a. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by The Canadian Coast Guard and Public Works and Government Services Canada for any and all loss of or damage to the watercraft, however caused.
  - b. 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.

### **6.14 Access to Government Site, Facility, or Equipment**

#### **6.14.1 Government Site Regulations**

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

#### **6.14.2 Access to Facilities and Equipment**

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

#### **6.14.3 Identification Badge**

Any person assigned to the performance of any part of the Work that is performed on government premises must wear in a conspicuous place the identification badge issued to that person by Canada.

When a person is required to wear a safety helmet, the Contractor, if requested to do so by the Contracting Authority, must paint the number appearing on the badge on the front of the safety helmet.

### **6.15 Shipping Instructions**

#### **6.15.1 Delivery Instructions**

1. Goods must be consigned to the destination specified in the Contract and delivered:  
Delivered Duty Paid (DDP) (specified destination) Incoterms 2010.

2. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.
3. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the designated contact person. The consignee may refuse deliveries when prior arrangements have not been made.
4. Refer to Schedule B – Schedule of Deliveries for additional instructions.

#### **6.15.2 Delivery and Unloading**

1. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
2. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.
3. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

#### **6.15.3 Wood Packaging Materials**

All wood packaging materials used in shipping must conform to the International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15) (<https://www.ippc.int/en/core-activities/standards-setting/ispm15/>).

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States (<http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-98-08/eng/1323963831423/1323964135993>)

D-13-01 – Canadian Heat Treated Wood Products Certification Program (HT Program) (<http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967>).

#### **6.15.4 Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance**

1. The Contractor must ensure proper labelling and packaging in the supply and shipping of dangerous goods/hazardous products to the Government of Canada.
2. The Contractor will be held liable for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
3. The Contractor must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.
4. The Contractor must adhere to all applicable laws regarding dangerous goods/hazardous products.

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### 6.15.5 Transportation of Dangerous Goods/Hazardous Products

The Contractor must obtain the authorization from the Department of Transport to transport dangerous goods/hazardous products before the carrier may accept a charter involving the transportation of dangerous goods/hazardous products.

### 6.15.6 Shipment of Dangerous Goods/Hazardous Products

The Contractor must label and ship dangerous goods/hazardous products falling within the Transportation of Dangerous Goods Act, 1992, c.34 (<http://laws-lois.justice.gc.ca/eng/acts/t-19.01/>) and the Hazardous Products Act, R.S.C. 1985, c. H-3 (<http://laws-lois.justice.gc.ca/eng/acts/H-3/>) and their regulation(s) in accordance with the said Acts and regulation(s) accompanied by the required safety data sheet(s) completed in both English and French.

### 6.15.7 Delivery of Dangerous Goods/Hazardous Products

1. The Contractor must mark dangerous goods/hazardous products which are classed as dangerous/hazardous as follows:
  - a. shipping container - in accordance with the Transportation of Dangerous Goods Act, 1992, c.34 (<http://laws-lois.justice.gc.ca/eng/acts/T-19.01/>); and
  - b. immediate product container - in accordance with the Hazardous Products Act, R.S., 1985, c. H-3 (<http://laws-lois.justice.gc.ca/eng/acts/H-3/>).
2. The Contractor must provide bilingual Safety Data Sheets, indicating any applicable NATO Stock Number as follows:
  - a. two hard copies:
    - i. one copy to be enclosed with the shipment, and
    - ii. one copy to be mailed to:  
< to be provided at contract award >
  - b. one copy sent in any electronic format to the following address:  
< to be provided at contract award >.
3. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
4. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws and by-laws.
5. The Contractor must contact the Technical Authority at least 72 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

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## SCHEDULE A

### BASIS OF PAYMENT

*Instructions to Bidders:*

***Bidders may submit a bid on any or all of the groupings (A,B,C and/or D) by filling out the applicable pricing tables found in Schedule A (Basis of Payment). In order to be considered for a particular contract, the bidder must provide a price for every item in that grouping.***

*The Bidder must complete the fill-ins and tables in Schedule A as follows:*

- a. *All prices must be in Canadian currency;*
- b. *All prices must include customs duties;*
- c. *All prices must **not** include Applicable Taxes;*
- d. *The Bidder must provide firm prices for each item in the applicable grouping, including:*
  - i. *Required Goods and Services;*
  - ii. *Optional Goods and/or Services;*
  - iii. *Hourly Rate*
- e. *Bidders are requested to propose an hourly rate that will be used in the pricing of any AWRs (see article 6.1.2);*
- f. *The Bidder is requested to insert "\$0.00" for any of the cost elements for which it does not intend to charge. If any cost element is left blank, Canada will insert "\$0.00" for that element;*
- g. *The Bidder must take into account any notes associated with a particular Item and/or cost element.*

***Note: These italicized Instructions to Bidders will not be included in any resulting contract.***

### **1. Pricing Table for Grouping A - EASTERN REGION – 20m<sup>3</sup>**

Eastern Region includes deliveries to the following destinations (see schedule B for more information on delivery locations):

Cardinal, Ontario  
 Charlottetown, Prince Edward Island  
 Dartmouth, Nova Scotia  
 St John, New Brunswick  
 Mount Pearl, Newfoundland  
 Port Hastings, Nova Scotia

#### **1.1 REQUIRED GOODS AND SERVICES**

Item No.	Short Item Description	Quantity	Firm Unit Price (CAD)	Extended Price (CAD)
A1	20m <sup>3</sup> Barge Package IAW SOW 1.2	13		
A2	Documentation Generate and supply all of the required documents IAW SOW Appendices 1 & 2	As per Contract	NA	

**Notes:**

NA - Not Applicable

#### **1.2 OPTIONAL GOODS AND SERVICES**

Item No.	Short Item Description	Max Quantity <sup>1</sup>	Firm Unit Price (CAD)
A3	20m <sup>3</sup> Barge Package IAW SOW 1.2	8	

**Notes:**

<sup>1</sup> Optional Items may be procured on as many occasions as necessary up to the identified maximum total quantity;  
 NA -Not Applicable

#### **1.3 HOURLY LABOUR RATE FOR ADDITIONAL WORK REQUIREMENTS**

The following firm hourly rate will be used for the pricing of any Additional Work Requirements involving labour for the entire period of the Contract:

Item No.	Short Item Description	Firm Hourly Rate (CAD)
A4	Labour for Additional Work Requirements	

**Notes:**

Applicable Taxes are extra. Travel and Living Expenses are extra. Canada reserves the right to negotiate the hourly rate.

## **2. Pricing Table for Grouping B - WESTERN REGION – 20m<sup>3</sup>**

Western Region includes deliveries to the following destination (see schedule B for more information on delivery location):

Saanichton, British Columbia

### **2.1 REQUIRED GOODS AND SERVICES**

Item No.	Short Item Description	Quantity	Firm Unit Price (CAD)	Extended Price (CAD)
B1	20m <sup>3</sup> Barge Package IAW SOW 1.2	16		
B2	Documentation Generate and supply all of the required documents IAW SOW Appendices 1 & 2	As per Contract	NA	

**Notes:**

NA - Not Applicable

### **2.2 OPTIONAL GOODS AND SERVICES**

Item No.	Short Item Description	Max Quantity <sup>1</sup>	Firm Unit Price (CAD)
B3	20m <sup>3</sup> Barge Package IAW SOW 1.2	6	

**Notes:**

<sup>1</sup> Optional Items may be procured on as many occasions as necessary up to the identified maximum total quantity;  
 NA -Not Applicable

### **2.3 HOURLY LABOUR RATE FOR ADDITIONAL WORK REQUIREMENTS**

The following firm hourly rate will be used for the pricing of any Additional Work Requirements involving labour for the entire period of the Contract:

Item No.	Short Item Description	Firm Hourly Rate (CAD)
B4	Labour for Additional Work Requirements	

**Notes:**

Applicable Taxes are extra. Travel and Living Expenses are extra. Canada reserves the right to negotiate the hourly rate.

### **3. Pricing Table for Grouping C - EASTERN REGION – 40m<sup>3</sup>**

Eastern Region includes deliveries to the following destinations (see schedule B for more information on delivery locations):

Cardinal, Ontario  
 Mount Pearl, Newfoundland  
 Port Hastings, Nova Scotia

#### **3.1 REQUIRED GOODS AND SERVICES**

Item No.	Short Item Description	Quantity	Firm Unit Price (CAD)	Extended Price (CAD)
C1	40m <sup>3</sup> Barge Package IAW SOW 1.2	11		
C2	Documentation Generate and supply all of the required documents IAW SOW Appendices 1 & 2	As per Contract	NA	

**Notes:**

NA - Not Applicable

#### **3.2 OPTIONAL GOODS AND SERVICES**

Item No.	Short Item Description	Max Quantity <sup>1</sup>	Firm Unit Price (CAD)
C3	40m <sup>3</sup> Barge Package IAW SOW 1.2	3	

**Notes:**

<sup>1</sup> Optional Items may be procured on as many occasions as necessary up to the identified maximum total quantity;  
 NA -Not Applicable

#### **3.3 HOURLY LABOUR RATE FOR ADDITIONAL WORK REQUIREMENTS**

The following firm hourly rate will be used for the pricing of any Additional Work Requirements involving labour for the entire period of the Contract:

Item No.	Short Item Description	Firm Hourly Rate (CAD)
C4	Labour for Additional Work Requirements	

**Notes:**

Applicable Taxes are extra. Travel and Living Expenses are extra. Canada reserves the right to negotiate the hourly rate.

#### **4. Pricing Table for Grouping D - WESTERN REGION – 40m<sup>3</sup>**

Western Region includes deliveries to the following destination (see schedule B for more information on delivery location):

Saanichton, British Columbia

##### **4.1 REQUIRED GOODS AND SERVICES**

Item No.	Short Item Description	Quantity	Firm Unit Price (CAD)	Extended Price (CAD)
D1	40m <sup>3</sup> Barge Package IAW SOW 1.2	8		
D2	Documentation Generate and supply all of the required documents IAW SOW Appendices 1 & 2	As per Contract	NA	

**Notes:**

NA - Not Applicable

##### **4.2 OPTIONAL GOODS AND SERVICES**

Item No.	Short Item Description	Max Quantity <sup>1</sup>	Firm Unit Price (CAD)
D3	40m <sup>3</sup> Barge Package IAW SOW 1.2	2	

**Notes:**

<sup>1</sup> Optional Items may be procured on as many occasions as necessary up to the identified maximum total quantity;  
 NA -Not Applicable

##### **4.3 HOURLY LABOUR RATE FOR ADDITIONAL WORK REQUIREMENTS**

The following firm hourly rate will be used for the pricing of any Additional Work Requirements involving labour for the entire period of the Contract:

Item No.	Short Item Description	Firm Hourly Rate (CAD)
D4	Labour for Additional Work Requirements	

**Notes:**

Applicable Taxes are extra. Travel and Living Expenses are extra. Canada reserves the right to negotiate the hourly rate.

**SCHEDULE B**

**SCHEDULE OF DELIVERIES**

The Bidder must compete the fill-ins in Table A1, B1, C1 and/or D1 of Schedule B as follows:

The Bidder must indicate their best delivery dates for each item identified (with the exception of Documentation, which is to be delivered in accordance with Annex A, Statement of Work). While delivery is requested by December 31, 2021, the delivery must be made within the number of days identified below after an order has been made.

**A. EASTERN REGION – 20m<sup>3</sup>**

**A1. SCHEDULE OF DELIVERIES - REQUIRED GOODS AND SERVICES**

Item #	Description	Destination	QTY	Delivery Date(s) (calendar days after contract award)
Eastern Region				
A1	20m <sup>3</sup> Barge Package	1300 Blair Road, Cardinal, ON K0E 1E0	7	
		Unit 2, 185 John Yeo Dr. Charlottetown, PEI C1E 3J3	1	
		50 Discovery Dr. Dartmouth, NS B2Y 3Z8	1	
		1 Southern Cross Rd. Mount Pearl, NL A1N 5A2	2	
		11 Unit B, Highway 4 Port Hastings, NS B9A 1M3	1	
		175 McIlveen Dr. Saint John, NB E2J 4Y6	1	
A2	Documentation	As per Annex A	As per Annex A	As per Annex A

**B. WESTERN REGION – 20m<sup>3</sup>**

**B1. SCHEDULE OF DELIVERIES - REQUIRED GOODS AND SERVICES**

Item #	Description	Destination	QTY	Delivery Date(s) (calendar days after contract award)
Western Region				
B1	20m <sup>3</sup> Barge Package	Unit 303 – 1779 Sean Heights Saanichton, BC V8M 1X6	16	
B2	Documentation	As per Annex A	As per Annex A	As per Annex A

**C. EASTERN REGION – 40m<sup>3</sup>**

**C1. SCHEDULE OF DELIVERIES - REQUIRED GOODS AND SERVICES**

Item #	Description	Destination	QTY	Delivery Date(s) (calendar days after contract award)
Eastern Region				
C1	40m <sup>3</sup> Barge Package	1300 Blair Road, Cardinal, ON K0E 1E0	4	
		1 Southern Cross Rd. Mount Pearl, NL A1N 5A2	5	
		11 Unit B, Highway 4 Port Hastings, NS B9A 1M3	2	
C2	Documentation	As per Annex A	As per Annex A	As per Annex A

**D. WESTERN REGION – 40m<sup>3</sup>**

**D1. SCHEDULE OF DELIVERIES - REQUIRED GOODS AND SERVICES**

Item #	Description	Destination	QTY	Delivery Date(s) (calendar days after contract award)
Western Region				
D1	40m <sup>3</sup> Barge Package	Unit 303 – 1779 Sean Heights Saanichton, BC V8M 1X6	8	
D2	Documentation	As per Annex A	As per Annex A	As per Annex A

**Annex A**  
Statement of Work

**Environmental Response Equipment Modernization/  
Mobile Incident Command Equipment Project**

*Storage – Towable Tank – Aluminum Barge*

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## SECTION 1 INTRODUCTION

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### 1.1 BACKGROUND

The Canadian Coast Guard (CCG) is the lead federal agency responsible for ensuring the clean-up of all ship-source and mystery-source pollution spills into waters under Canadian jurisdiction. In fulfillment of this legislated mandate, the CCG maintains a level of operational preparedness capacity to monitor, investigate, and respond, when required, to all reports of marine pollution incidents. The objective of the Environmental Response Equipment Modernization / Mobile Incident Command Equipment (EREM/MICE) Project is to modernize CCG's initial response equipment inventory and its supporting infrastructure.

### 1.2 PURPOSE

The CCG requires non-powered aluminum barges of 20 and 40 cubic meters (m<sup>3</sup>) for increased storage capacity of recovered oil in calm waters that would be deployed in response to a marine pollution incident.

This Statement of Work (SOW) defines the requirements of the Work and stipulates the deliverables required for the provision of the aluminum barge, hereinafter referred to as the Barge Package.

The Barge Package will consist of the following components as described in the accompanying Technical Statement of Requirements (TSOR), Annex B:

- A Transport Canada compliant aluminum barge;
- An Anchor Kit;
- Filling and discharge hoses;
- Hose floats;
- Mooring lines;
- A Towing System; and
- Documentation.

### 1.3 SCOPE

Any requirements, specifications, and other indications in this SOW regarding the work required in the provision of "Barge Package" also pertain to each individual component thereof whether they are purchased together as a complete package, as individual items, or in any other combinations.

Performance requirements and technical specifications are found in the accompanying TSOR, Annex B.

## SECTION 2 PROJECT MANAGEMENT

---

### 2.1 GENERAL

The Contractor must identify a Project Manager to oversee all work needed to satisfy contractual requirements (i.e., tasks, deliverables, resources, schedules, and quality). The Project Manager must be the main point of contact with Canada.

The Contractor must prepare, deliver, and maintain all project deliverables in accordance with:

- a. Appendix 1: Contract Data Requirement List (CDRL); and
- b. Appendix 2: Data Item Descriptions (DIDs); and
- c. Annex B: Technical Statement of Requirements (TSOR).

### 2.2 PROJECT SCHEDULE

The Contractor must provide a Project Schedule in accordance with **CDRL item DID-PM-01**, for review and acceptance by Canada.

### 2.3 PROJECT REVIEW AND CONTROL

The Contractor must convene and co-chair all meetings required by this SOW at the Contractor's own facilities, unless otherwise agreed to by Canada or otherwise noted herein. All facilities used to convene scheduled meetings must, at a minimum, be suitable for private discussion, and comfortably accommodate all meeting attendees. Teleconference and videoconference may be acceptable at the discretion of Canada.

#### 2.3.1 Meeting Structure and Recording

The Contractor must provide Canada with a Meeting Agenda for each scheduled meeting at least 48 hours before it is set to occur and a comprehensive Record of Decisions 72 hours after each meeting (scheduled and unscheduled) has occurred. At any time prior to meeting, Canada may request that items be added to the Meeting Agenda. Meeting Agendas and Records of Decision will be subject to Canada's approval.

#### 2.3.2 Contract Kick-off Meeting

The Contractor must convene and co-chair a two-day Contract Kick-off Meeting within 14 calendar days of Contract Award. The Contract Kick-off Meeting must be held in Canada. At a minimum, the following documents will be reviewed:

- a. Contract (including Annex A and Annex B);
- b. Project Schedule (as per **CDRL item DID-PM-01**);
- c. Conceptual Design Drawing Package as provided with the bid submission; and
- d. Quality management systems (as per Section 3.2) of the Contractor and the entity or entities performing the manufacture of the Barge Package.

To facilitate review of the documentation and foster discussion, the Contractor must provide one soft copy in PDF format of the documents identified above (only b-d), at least three business days prior to the scheduled Contract Kick-off Meeting.

The Contractor must also provide representatives of Canada with a tour of all facilities that will be used in the manufacture of the Barge Package (including the facilities of all major subcontractors, at Canada's discretion) to provide insight into the manufacturing processes and procedures. Unless otherwise specified by Canada, the tour will take place as part of the two-day Contract Kick-off Meeting and involve, at a minimum, three representatives of Canada. If the facilities are located outside of Canada, the Contractor must provide representatives of Canada with a tour of these facilities at a later date within 3 months of contract award, unless otherwise specified by Canada.

### **2.3.3 Bi-weekly Progress Report**

The Contractor must provide bi-weekly progress reports to Canada via electronic-mail (e-mail) detailing, at a minimum:

- Executive summary of weekly events;
- Once approved, an update to the Project Schedule including:
  - Schedule slippage and associated risk identification and mitigation measures;
  - Native file provided as an attachment to the email;
- Potential technical adjustments that may be required.

Bi-weekly Progress Reports will be subject to Canada's approval. Unless otherwise specified by Canada, the Contractor must submit each bi-weekly progress report by 8:00AM, Eastern Time (ET) Monday.

### **2.3.4 Bi-weekly Progress Meeting (Teleconference)**

The Contractor must remotely attend a bi-weekly progress meeting scheduled by Canada after the receipt of the Weekly Progress Report.

### **2.3.5 Cancellation of Meetings**

Canada may cancel meetings at its discretion. Rescheduling of meetings must be done only with the explicit agreement of Canada.

### **2.3.6 Unscheduled Meetings**

The Contractor must provide representation at meetings (teleconference or in person) should the need for ad hoc or unscheduled meetings be required.

### **2.3.7 Problem Reporting**

The Contractor must notify Canada immediately by telephone upon discovering or identifying an issue that may impact the Work. The Contractor must document the issue in writing, within two calendar days of identification, and provide to Canada via email. Canada will advise whether an unscheduled meeting or any other action is required.

## **SECTION 3      SYSTEM ENGINEERING MANAGEMENT**

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The following sections describe the Work and deliverables required in the System Engineering Management of the Contract.

### **3.1      QUALITY ASSURANCE**

The Contractor and the entity or entities manufacturing the Barge Package (including all components of the package) must have a Quality Management System in place for:

- 1) Design and development (required only for the entity or entities performing design and development);
- 2) Equipment calibration;
- 3) Material certification;
- 4) Testing and inspection;
- 5) Nonconformity and corrective action; and
- 6) Risk mitigation.

The Quality Management Systems of the Contractor and the entity or entities performing manufacturing must be provided prior to the Contract Kick-off Meeting for review as per Section 2.3.2. The Quality Management Systems must be document in enough detail to clearly describe all processes. The Contract and entity or entities performing manufacturing must comply with their respective Quality Management Systems.

### **3.2      DESIGN AND TEST & CERTIFICATION PLAN REVIEWS**

#### **3.2.1    Detailed Design and Test & Certification Plan Review**

In preparation for the Preliminary Detailed Design and Test & Certification Plan Review, the Contractor must provide first submissions of the Detailed Design Package as per **CDRL item DID-SE-01** and the Test & Certification Plan as per **CDRL item DID-SE-02** for review and comment by Canada. The Contractor must convene and co-chair, at their facility, a Preliminary Detailed Design and Test & Certification Plan Review Meeting 10 business days after providing the first submission of the Detailed Design and the Test & Certification Plan, unless otherwise specified by Canada.

#### **3.2.2    Subsequent Detailed Design and Test & Certification Plan Reviews**

In preparation for the second Detailed Design and Test & Certification Plan Review, the Contractor must provide second submissions of the Detailed Design Package as per **CDRL item DID-SE-01** and the Test & Certification Plan as per **CDRL item DID-SE-02** for review and comment by Canada. The Contractor must convene and co-chair by teleconference / videoconference, unless otherwise specified by Canada, a second Detailed Design Review and Test & Certification Plan Review 10 business days after the second submissions of the Detailed Design and the Test & Certification Plan. If subsequent review meetings are

required, they must be held by teleconference / videoconference 5 business days after submitting the most recent revisions of the documents to Canada. **The Contractor will assume sole responsibility and risk for any purchasing or manufacturing carried out prior to Canada's approval of the Detailed Design Package and Test & Certification Plan.**

### 3.3 TESTING AND CERTIFICATION

Unless otherwise specified by Canada, all testing activities must be conducted at the Contractor's designated facility in the presence of a representative of Canada. The Contractor must notify Canada no less than three weeks prior to conducting any testing in Canada, and no less than two months prior to conducting any testing outside Canada.

#### 3.3.1 First Article Testing

Prior to the initiation of mass production, the Contractor must:

- a. Perform all required First Article Testing identified in the Test & Certification Plan (**CDRL item DID-SE-02**) on the first complete Barge Package (including all components of the package), demonstrating to Canada that the first unit meets all of the technical requirements as defined in the TSOR - Annex B;
- b. Submit a First Article Test Report as per **CDRL item DID-SE-03**; and
- c. Obtain Canada's formal approval of the first complete units and First Article Test Report. **The Contractor will assume sole responsibility and risk for any purchasing or manufacturing carried out prior to Canada's approval of the First Article Test Report.**

#### 3.3.2 Acceptance Testing

Acceptance Testing includes the tests and inspections conducted after the complete manufacture of each Barge Package and prior to delivery (with the exception of the first article which was tested as per section 3.3.1).

Prior to shipping a Barge Package the Contractor must:

- a. Perform all required Acceptance Testing identified in the Test & Certification Plan (**CDRL item DID-SE-02**), demonstrating to Canada that the unit is fully operational;
- b. Submit a Acceptance Test Report for the unit, as per **CDRL item DID-SE-04**; and
- c. Obtain Canada's formal approval for the unit and the Acceptance Test Report. **Each Acceptance Test Report must be formally accepted by Canada prior to shipping each Barge Package.**

## SECTION 4 TECHNICAL MANAGEMENT

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The Contractor must provide the following:

- a. **Original Equipment Manufacturer (OEM) manuals** for any off-the-shelf equipment provided with the Barge Package. OEM manuals must be provided in both English and French, however where English or French manuals are not commercially available, unilingual versions in either English or French will be accepted.
- b. **As-Built Drawing Package** for the Barge Package as per **CDRL item DID-TM-01** for review and acceptance by Canada.

## **APPENDIX 1 CONTRACT DATA REQUIREMENTS LIST**

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The following table defines the columns of information found on the Contract Data Requirements List (CDRL). The CDRL is an all-encompassing table illustrating the submission details associated with each Data Item Deliverable (DID). Each DID details the content required for all contract deliverables.

### **IDENTIFICATION NUMBER (ID No.)**

The Identification number is an alphanumeric designation to uniquely identify each individual DID. Note that the DIDs are categorized using the following designation:

- Project Management is defined with ‘PM’;
- System Engineering Management is defined with ‘SE’;
- Technical Management is defined with ‘TM’; and
- Indigenous Engagement is defined with ‘IE’.

### **TITLE OF DATA**

Identifies the title of the DID referred to in the CDRL.

### **CONTRACT REFERENCE (REFERENCE)**

Identifies the specific paragraph number of the Contract Requirement, Statement of Work, Request for Proposal, Specification, or other applicable document to assist in identifying the work effort associated with the DID.

### **LANGUAGE**

Identifies the language of the delivered data. All draft documents must be provided in English. Where both English and French are specified, following the acceptance of the Final English document by Canada, the Contractor must provide the Final French document.

### **DATE OF FIRST SUBMISSION**

Indicates the initial submission date or associated constraint for the first submission of the data item.

### **SUBSEQUENT SUBMISSION DETAILS**

Indicates the date(s) of subsequent submission(s) or associated constraint(s) of the data item. If no subsequent submission or associated constraint are required, this column is marked ‘N/A’.

### **FORMAT**

Indicates the format in which the DID must be provided. Hard copies must be printed at at least 600 DPI on double sided 8.5”x11” sheets and must be collated and bound, unless otherwise specified by Canada. PDFs must be provided in a searchable format, e.g. Adobe Acrobat XI or equivalent.

STATEMENT OF WORK  
Contract Data Requirements List

ID No.	Title of Data	Reference	Language	Date of First Submission	Subsequent Submission Details	Format
<b>Project Management</b>						
DID-PM-01	Project Schedule	SOW 2.2	English	3 business days prior to contract kick-off meeting	5 business days after receiving CCG comments; every other Monday once accepted	PDF, native file
<b>System Engineering Management</b>						
DID-SE-01	Detailed Design Package <sup>1</sup>	SOW 3.1.2	English	20 business days after contract kick-off meeting	10/5 business days after receiving CCG comments, as per SOW 3.1.2	PDF (11x17", 600 DPI)
DID-SE-02	Test and Certification Plan <sup>1</sup>	SOW 3.3.1	English	20 business days after contract kick-off meeting	10/5 business days after receiving CCG comments, as per SOW 3.1.2	PDF, hard copies of certificates <sup>2</sup>
DID-SE-03	First Article Test Report <sup>3</sup>	SOW 3.3.1.2	English	3 business days after First Article Testing	2 business days after receiving CCG comments	PDF
DID-SE-04	Acceptance Test Report <sup>3</sup>	SOW 3.3.1.3	English	3 business days after first Acceptance Test	3 business days after each subsequent Acceptance Test	PDF
<b>Technical Management</b>						
DID-TM-01	As-Built Drawing Package	SOW 4.1	English, French	20 business days prior to first shipment	5 business days after receiving CCG comments	PDF (11x17", 600 DPI)

<sup>1</sup> Final versions must be accepted by Canada prior to commencing manufacturing or manufacturing related activities.

<sup>2</sup> Hard copies of all barge certificates required by Transport Canada must be delivered with each barge in a waterproof format as per TSOR 4.13.1.1.

<sup>3</sup> The First Article Test Report must be accepted by Canada prior to commencing all subsequent manufacturing or manufacturing related activities, and each Acceptance Test Report must be accepted by Canada prior to shipping the units tested.

## APPENDIX 2 DATA ITEM DESCRIPTIONS

### Project Management

<b>Title:</b> Project Schedule	<b>Identification Number:</b> DID-PM-01
<b>Description:</b> The Project Schedule defines the timeline on which the Contractor will execute the project. Once accepted, the Contractor must submit an updated Project Schedule each week, including schedule risks and schedule slippage.	
<b>Content:</b>  At a minimum, the following information must be included:  A schedule that identifies and quantifies (level of effort) the Work to be done by the Contractor in order to successfully deliver on all requirements of the Contract and details at a minimum: <ol style="list-style-type: none"><li>Contract milestones (e.g., Contract Kick-off Meeting, review meetings, testing, acceptance, shipment, etc.);</li><li>All tasks and all sub-tasks required for the comprehensive delivery of the Barge Packages and all associated components (e.g., design, material acquisition, manufacturing, assembly, etc.), as per the Contract;</li><li>All tasks and all sub-tasks required for the comprehensive delivery of all documentation deliverables, as per the Contract; and</li></ol> The Project Schedule must also identify potential schedule risks to the project. Risk management responsibilities and a detailed risk mitigation plan must be included for each risk identified. In weekly updates to the Project Schedule, the project risks must be updated and slippage must be identified, explained, and include a specific risk mitigation plan.	

STATEMENT OF WORK  
Data Item Descriptions

**System Engineering Management**

**Title:** Detailed Design Package

**Identification Number:** DID-SE-01

**Description:**

The Detailed Design Package details the Contractor's technical solution for the Barge Package. The Detailed Design Package will serve as a basis for the As-Built Drawing Package (DID-TM-02).

**Content:**

The Detailed Design Package must include the complete detailed design drawings based on the conceptual design package provided with the bid submission. The drawings must:

- a. Meet all requirements detailed in the TSOR (where requirements cannot be demonstrated visually, drawing notes must be used);
- b. Show the location of, assembly of, and interconnection between all components;
- c. Include a comprehensive Bill of Materials as per the template that will be provided by Canada;
- d. Incorporate changes and rectify any issues identified during the Contract Kick-off Meeting; and
- e. Include all required design calculations;

At a minimum, the following drawings must be included:

- i. Structural drawings showing deck plan, centerline profile and frame station construction lines;
- ii. Detailed lines plan;
- iii. Drawing(s) of the complete piping system including manifolds, valves, and vents
- iv. Drawing(s) of the tow bridle;
- v. Drawing(s) of the flexible hoses;
- vi. Drawing(s) of the Anchor Kit;

Each drawing must include: drawing title, drawing number, revision number, drawing scale, units of measure, dimensioned features, legend (as applicable), assembly notes, and the initials of the author.

At a minimum, the following calculations must be included:

- i. Stability calculation;
- ii. Calculated lightship mass;
- iii. Tow bridle design;
- iv. Hoisting point design;

**Unless otherwise specified by Canada, all final drawings and calculations must be sealed and certified by a licensed Professional Engineer. All final barge drawings and calculations must be sealed and certified by a licensed Naval Architectural Engineer.**

STATEMENT OF WORK  
Data Item Descriptions

<b>Title:</b> <b>Test and Certification Plan</b>	<b>Identification Number:</b> <b>DID-SE-02</b>
<b>Description:</b> The Test and Certification Plan defines all testing activities and certifications required prior to shipment to demonstrate compliance with the TSOR, Annex B and with Transport Canada requirements. The Test and Certification Plan must incorporate the Quality Management Systems, as per Section 3.1, of all entities involved with the Work.	
<b>Content:</b>  The Test and Certification Plan must identify all testing and certification that will take place prior to First Article Testing, at First Article Testing, and at Acceptance Testing. The final accepted version of the Test and Certification Plan must be used as the template for the First Article Test Report and Acceptance Test Reports as per DID-SE-03 and 04. The Test and Certification Plan must include:  <b><i>Pre-test Checklist</i></b> A pre-test checklist must be included for all safety critical testing events, such as Sea Trails during First Article Testing, to ensure that environmental conditions (e.g. wind speed, wave height) are within safe thresholds, all required equipment is present and operational, and all required personnel are present.  <b><i>Test Items</i></b> At a minimum, all testing and inspections required in the TSOR, Annex B must be conducted on each unit. In addition, the following tests must be conducted on the first unit: <ul style="list-style-type: none"><li>• ASTM F1599-95(2018) Section 6, Initial (Static) Loading Tests and Section 7, Deployment, Loading, and Towing Tests as per TSOR 4.1.2.2.</li><li>• Push and side-tow tests by vessel of similar size, validating TSOR 4.5.1.1 through 4.5.1.7.</li></ul> The following must be conducted on each unit: <ul style="list-style-type: none"><li>• Dimensional checks;</li><li>• Lifting test; and</li><li>• Stability test;</li></ul> <b><i>Test Procedures</i></b> For each Test Item, the following must be described <ul style="list-style-type: none"><li>• Test methods;</li><li>• Safety precautions;</li><li>• Measurement parameters;</li><li>• Pass/fail criteria; and</li><li>• Procedure in case of test interruption.</li></ul> <b><i>Mitigation and Re-testing Strategies</i></b> Must include mitigation and re-testing strategies that will be used if any issues arise during testing.  <b><i>Test Schedule</i></b> Must specify the test date, time, and location for each test, and must reference the Project Schedule.	

STATEMENT OF WORK  
Data Item Descriptions

<b>Title: Test and Certification Plan</b>	<b>Identification Number: DID-SE-02</b>
<p><b><i>Certifications and Material Data Sheets</i></b></p> <p>The following Certifications and Material Data Sheets are required for each unit, at a minimum. If a single certification or material data sheet applies to several units, copies must be appended to each associated First Article and/or Factory Acceptance Test Report.</p> <ul style="list-style-type: none"><li>a. Strength rating certificates for the Towing System (as per TSOR 4.5.1.10);</li><li>b. Material sheets for all aluminum utilized in fabrication of the Barge (as per TSOR 4.4.2.2);</li><li>c. Material sheets for all steel used for fabrication of the Barge (as per TSOR 4.4.3.1);</li><li>d. Weld compliance certificates for the Barge (as per TSOR 4.2.7.3);</li><li>e. Weld compliance certificates for all hoisting points (as per TSOR 4.2.15.7)</li><li>f. *Barge Tonnage Certificate of Registry (as per TSOR 3.1);</li><li>g. *Cargo Vessel Certificate for the barge (as per TSOR 3.1);</li><li>h. *Barge Letter(s) of Compliance from a Transport Canada Recognized Organization (RO) and/or from Transport Canada Maritime Safety and Security (TCMSS), as per TSOR 3.1;</li></ul> <p><b>*In addition to PDF files, hard copies of f., g., h., i., and any other barge certificates required by Transport Canada must be provided with each barge in a waterproof format, as per TSOR 4.13.1.1.</b></p>	

STATEMENT OF WORK  
Data Item Descriptions

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<b>Title:</b> First Article Test Report	<b>Identification Number:</b> DID-SE-03
<b>Description:</b> The First Article Test Report details the results of the First Article Testing and demonstrates compliance of the Barge Package with the standards outlined in the Test and Certification Plan (DID-SE-02). The First Article Test Report must be certified by the Contractor as an accurate record of the test results.	
<b>Content:</b>  As outlined in DID-SE-02, the test report must include, at a minimum: test personnel, item under test, test procedures, test conditions, problems encountered, and test results. The template accepted as per DID-SE-02 must be used.  All relevant Certification and Material Data Sheets, or copies thereof, must be appended to the First Article Test Report.	

<b>Title:</b> Acceptance Test Report	<b>Identification Number:</b> DID-SE-04
<b>Description:</b> The Acceptance Test Report details the results of the Acceptance Testing outlined in the Test and Certification Plan (DID-SE-02) and demonstrates to Canada that each Barge Package is fully operational. The Acceptance Test Report must be certified by the Contractor as an accurate record of the test results.	
<b>Content:</b>  As outlined in DID-SE-02, the test report must include, at a minimum: test personnel, item under test, test procedures, test conditions, problems encountered, and test results. The template accepted as per DID-SE-02 must be used.  All relevant Certification and Material Data Sheets, or copies thereof, must be appended to each Acceptance Test Report.	

STATEMENT OF WORK  
Data Item Descriptions

**Technical Management**

**Title:** As-Built Drawing Package

**Identification Number:** DID-TM-01

**Description:**

The As-Built Drawing Package must include all engineering drawings for the Barge Package, Towing System, and Rigging System that reflect any revisions or changes that occurred during the manufacturing process. All drawings must detail the key components of each assembly, and their respective interconnection(s).

**Content:**

At a minimum, the following information must be included:

As-Built Drawing Package for the Barge Package must reflect all changes to the Detailed Design during the construction process, and show the exact dimensions, geometry, and location of all Barge Package components.

If there are deviations between individual units or between series of units, they must be captured by noting the serial numbers to which specific details or drawings apply.

Each drawing must include the drawing title, drawing number, revision number, drawing scale, units of measure, all measurements and configurations of components, dimensioned features, legend (as applicable), assembly notes, and author of drawing.

**Unless otherwise specified by Canada, all final drawings and calculations must be sealed and certified by a licensed Professional Engineer. All final barge drawings and calculations must be sealed and certified by a licensed Naval Architectural Engineer.**

**Annex B**  
Technical Statement of Requirements

**Environmental Response Equipment Modernization/  
Mobile Incident Command Equipment Project**

*Storage – Towable Tank – Aluminum Barge*

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## LIST OF ACRONYMS AND ABBREVIATIONS

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ANBCC	Authorized National Body for Company Certification
ASME	American Society of Mechanical Engineers
ASTM	Formerly known as the American Society for Testing and Materials
CCG	Canadian Coast Guard
ConOps	Concept of Operations
C.R.C	Consolidated Regulations of Canada
CSA	Canadian Standards Association
CWB	Canadian Welding Bureau
ER	Environmental response
GVWR	Gross vehicle weight rating
IIW	International Institute of Welding
ISO	International Organization for Standardization
LED	Light-emitting diode
MBS	Minimum breaking strength
NACM	National Association of Chain Manufacturers
NSM	National Safety Mark
PT	Penetrant testing
RO	Transport Canada Recognized Organization
RT	Radiographic testing
SAE	Society of Automotive Engineers
SOR	Statutory Orders and Regulations
SS	Stainless steel
TC	Transport Canada
TCMSS	Transport Canada Maritime Safety and Security
TP	Transport Publications (Transport Canada)
TSOR	Technical Statement of Requirements
UV	Ultraviolet

## SECTION 1 INTRODUCTION

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### 1.1. PURPOSE

The Canadian Coast Guard (CCG) requires non-powered aluminum barges of 20 cubic meters (m<sup>3</sup>) and 40 m<sup>3</sup> storage capacity for temporary storage and offloading of spilled oil. Fulfillment of this requirement will help to augment the existing response capability in calm and protected waters, as well as support the CCG Environmental Response (ER) Concept of Operations (ConOps). This Technical Statement of Requirements (TSOR) document defines the functional- and performance-based requirements for the Aluminum Barge (hereinafter referred to as the “barge”).

### 1.2. DOCUMENT CONVENTION

The following conventions apply to this TSOR:

- a) All specified tolerances will adhere to the following nomenclature hereinafter: (upper deviation from the nominal size, lower deviation from the nominal size).
- b) Dimensions stated as nominal are treated as approximate dimensions. Nominal dimensions reflect a standard whereby materials or products are generally identified for commercial sale, but differ from the actual dimensions.
- c) Both the metric system and the Imperial system of measurements may be indicated in this TSOR. Conversions from one system of measurement to the other may not be exact.

### 1.3. DEFINITIONS

**Accessible:** Capable of being reached for use, inspection, or maintenance without the removal of any element(s) of the permanent structure.

**Barge:** Transport Canada compliant aluminum barge with bulk storage capacity of 20 cubic meters (m<sup>3</sup>) or 40 m<sup>3</sup> plus or minus ( $\pm$ ) 10%, divided into at least two (2) tanks fitted with:

- a) Filling and Discharge Valves; and
- b) Valve manifolds.

**Barge Package:** Transport Canada aluminum barge including the following:

- a) Barge safety equipment;
- b) Anchor Kit;
- c) Filling and Discharge Hoses;
- d) Hose Floats; and
- e) Documentation.

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**Dissimilar metals:** Two metal specimens electrically connected to each other in a conductive solution, and capable of generating an electric current.

**Fully operational:** A quality of readiness whereby an item has been specifically designed to function and to achieve all requirements stated in this document in the stated environmental condition(s).

**Lightship:** A measure of the actual weight of the barge with no cargo onboard.

**Heavy duty:** A quality of product specially designed to withstand the stresses of demanding or abnormal use.

**Marine grade:** A quality of product specially formulated or treated to withstand use in a salt water environment.

**Off-the-shelf:** Any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business.

**Proven:** Demonstrated operational efficacy through both iterative design testing and repeated, successful deployment in real-world situations.

**Safety factor:** Number of times that a load can be increased before failure occurs.

**Stowage:** A dedicated location, mount, or bracket, complete with securing device, that provides optimum safety for both the vessel and the cargo, and facilitates access to the cargo.

**Towing System:** A towing system consists of bridles, hardware, and any other component required to safely tow and maintain control of the fully loaded barge with a tow vessel under the operational conditions described herein.

## SECTION 2 REFERENCE DOCUMENTATION

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### 2.1. APPLICABLE STANDARDS AND SPECIFICATIONS

The barge does not neatly fit into a single regulatory framework. The following describes the regulatory framework that must be applied to the design and construction of the barge. Note that other regulations not specified here may be incorporated by reference within the regulations.

- a) American Society of Mechanical Engineers (ASME), ASME B30.26-2015: Rigging Hardware;
- b) ASME B30.9-2018: Slings;
- c) ASTM A153/A153M-16a, Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware;
- d) ASTM A413/A413M-07 (2012), Standard Specification for Carbon Steel Chain;
- e) ASTM F625/F625M-94 (2017), Standard Practice for Classifying Water Bodies for Spill Control Systems;
- f) ASTM F1599-95 (2018), Standard Guide for Collecting Performance Data on Temporary Storage Devices;
- g) Canada Shipping Act 2001;
- h) Cargo, Fumigation and Tackle Regulations (SOR/2007-128);
- i) Canadian Standards Association (CSA) W47.2-11 (R2015), Division 1 or 2, Certifications of Companies for Fusion Welding of Aluminum;
- j) CSA W59.2-18, Welded Aluminum Construction;
- k) Canadian Standards Association (CSA) W47.1-09 (R2014), Division 1 or 2, Certification of Companies for Fusion Welding of Steel;
- l) CSA W178.2-2018, Certification of Welding Inspectors;
- m) International Organization of Standardization (ISO) 3834-2:2005, Quality Requirements for Fusion Welding of Metallic Materials, Part 2: Comprehensive Quality Requirements;
- n) Collision Regulations, (C.R.C., c. 1416);
- o) RR-C-271F, Chains and Attachments, Carbon and Alloy Steel, 5 July 2011;
- p) SOR/2007-31 Vessel Certificates Regulations;
- q) SOR/2007-126 Vessel Registration and Tonnage Regulations;
- r) SOR/2010-91, Small Vessel Regulations
- s) TP 11960E Standards for the Construction, Inspection, and Operation of Barges Carrying Oil or Dangerous Chemicals in Bulk
- t) TP 13430 Standard for the Tonnage Measurement of Vessels (10/2012); and
- u) United States (US) General Services Administration (GSA), Federal Specification A-A-59326D, General Specification for Coupling Halves, Quick Disconnect, Cam Locking Type.

## **2.2. SUPERSEDEENCE**

Unless otherwise specified by Canada, reference documents specified in Section 2.1 must reflect the version in effect on the date of Contract award.

## **2.3. ORDER OF PRECEDENCE**

In the event of a discrepancy between this TSOR and the documents referenced herein, the Contractor must adhere to the following order of precedence:

- a) Canadian Acts, Regulations, and Transport Canada Publications (and any standards referenced directly therein);
- b) This TSOR; and
- c) Industry and other applicable standards and specifications not referenced directly in the identified Canadian Acts, Regulations, and Transport Canada Publications.

## SECTION 3 DELIVERABLES

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### 3.1. BARGE PACKAGE

The Contractor must provide, at a minimum, the following deliverables for each Barge Package:

**a) Transport Canada compliant barge, complete with:**

- a. Barge safety equipment consisting of:
  - i. Two lifebuoys;
  - ii. Radar reflector; and
  - iii. Navigational lights and shapes.
- b. One Anchor Kit consisting of:
  - i. One commercial off-the-shelf anchor;
  - ii. One hand operated winch mechanism suitable for lifting and recovering the anchor;
  - iii. One set of combined chain and rope anchor system; and
  - iv. One anchor trip line with a low-drag buoy.
- c. One set of filling and discharge hose assemblies, complete with cam-locking coupling halves of 3 inch and 4 inch nominal diameter respectively;
- d. The required number of marine grade hose floats to pair with each hose; and
- e. Four mooring lines;

**b) Towing system comprised of:**

- a. Bridle(s)
- b. Any other hardware components required to tow the barge by a tow vessel, excluding a primary towline.

**c) Documentation, as described in the accompanying Annex A – SOW:**

All certificates and other documentation required by Transport Canada as per *TP 1190E Standards for Construction, Inspection, and Operation of Barges Carrying Oil or Dangerous Chemicals in Bulk*. If the barge provided is less than 24 m in length, the Contractor must still provide all documentation that would be required if it were more than 24 m in length. The documentation provided must include at a minimum:

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- i. Barge Tonnage Certificate of Registry as per *SOR/2007-126 Vessel Registration and Tonnage Regulations* and in accordance with *TP 13430 Standard for the Tonnage Measurement of Vessels (10/2012)*;
- ii. Cargo Vessel Certificate as per *SOR/2007-31 Vessel Certificates Regulations*; and
- iii. Letter(s) of Compliance from a Transport Canada Recognized Organization (RO) and/or from Transport Canada Maritime Safety and Security (TCMSS), as appropriate.

## SECTION 4 REQUIREMENTS

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### 4.1. OPERATIONAL REQUIREMENTS

#### 4.1.1. ENVIRONMENTAL CONDITIONS

- 4.1.1.1. The Barge Package must be fully operational in the following conditions:
- a) Ambient air temperatures ranging from -40 degrees Celsius (°C) to +40°C;
  - b) Both fresh and salt water environments in water temperatures ranging from -2°C to +35°C; and
  - c) Storage air temperatures ranging from -40°C to +60°C.

#### 4.1.2. SEAKEEPING AND MANOEUVRABILITY

- 4.1.2.1. The barge must be fully operational in Type III-Open Waters as per ASTM F625/F625M-94 (2011), Standard Practice for Classifying Water Bodies for Spill Control Systems while being towed astern of, or alongside a vessel or ship while partially or fully loaded, during recovery operations including, but not limited to side sweeping. Type III-Open Waters are equivalent to wave heights  $\leq 2$  metres (m) or Beaufort Force 4 sea conditions;
- 4.1.2.2. The barge must be tested as per the tests described in ASTM F1599-95(2018) Section 6, Initial (Static) Loading Tests and Section 7, Deployment, Loading, and Towing Tests at the Contractor's designated test facility. The Contractor may propose other internationally recognized test procedures for consideration by Canada.

### 4.2. BARGE DESIGN AND CONSTRUCTION

#### 4.2.1. TRANSPORT CANADA (TC) COMPLIANCE

- 4.2.1.1. The Contractor must submit the barge design to an Transport Canada Recognized Organization (RO) or to Transport Canada Maritime Safety and Security (TCMSS), as appropriate, to receive certification so that when built, the Canadian Coast Guard can register the barge.
- 4.2.1.2. The Contractor must provide proof that the barge complies with TC requirements, as per Section 4.3.1 and **Annex A – SOW DID-SE-02 Test and Certification Plan.**

#### 4.2.2. STRUCTURAL STRENGTH

- 4.2.2.1. All structures and components of the barge must be of sufficient strength to withstand when at full capacity, the lateral and vertical impact-loading that equates to the conditions of the operational requirements.

**4.2.3. STORAGE CAPACITY**

- 4.2.3.1.** The barge must have a bulk storage capacity of either 20 cubic meters (m<sup>3</sup>) or 40 m<sup>3</sup> plus or minus (±) 10%, divided into at least two (2) tanks.

**4.2.4. SIZE AND SHAPE**

- 4.2.4.1.** The barge must:
- a) Have a raked bow and stern;
  - b) Be capable of being stored and transported while stacked two barges high; and
  - c) Must be road transportable throughout Canada without the requirement of escort vehicles.

**4.2.5. STABILITY**

- 4.2.5.1.** The 20 m<sup>3</sup> barge must be fitted with skags to ensure directional stability while under tow at a minimum speed of 10 Knots (empty) and 4 knots (fully loaded) in ASTM Type III – Open Water.
- 4.2.5.2.** The 40 m<sup>3</sup> barge must be fitted with skags to ensure directional stability while under tow at a minimum speed of 8 Knots (empty) and 6 knots (fully loaded) in ASTM Type III – Open Water.

**4.2.6. HULL**

- 4.2.6.1.** The barge must be designed to allow for ease of decontamination and cleaning both inside and out.
- 4.2.6.2.** Storage tank hatches must:
- a) Be marine grade;
  - b) Be adequately sized to allow person access;
  - c) Be water-tight;
  - d) Be easily opened;
  - e) Secure against internal and external static and dynamic loads;
  - f) Be designed to retain oil;
  - g) Be flush with the barge deck.
- 4.2.6.3.** The barge design must have appropriate access to allow for safe tank and compartment entry and venting, in accordance with Canadian workplace health and safety regulations.

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- 4.2.6.4. Storage tank hatch design must be submitted to Canada as per **DID-SE-01 Detailed Design Package.**
- 4.2.6.5. The bottom of the hull must be fitted with three (3) schedule 80 or greater aluminum rub rails running the entire length of the hull.
- 4.2.6.6. The sides of the barge must be fitted with schedule 80 or greater aluminum rub rails running the entire length of the barge.
- 4.2.6.7. Hull internals must be arranged to minimize free surface effect.
- 4.2.6.8. To determine the depth of liquid in a tank, each tank must be fitted with a sounding opening at the deepest point in the tank with fittings on the deck.
- 4.2.6.9. Save-alls must be fitted around hatches, filling and discharge valves and vents.
- 4.2.6.10. All save-alls must have water drains.
- 4.2.6.11. Rigid high density fenders must be fitted to prevent damage when alongside.
- 4.2.6.12. Aluminum draft lines must be permanently welded on each side of bow and stern.

**4.2.7. WELDING**

- 4.2.7.1. All aluminum welding must be performed in accordance with the Standards of the Canadian Standards Association (CSA) and the Canadian Welding Bureau (CWB). The Contractor must demonstrate that the firm, their facilities, processes, and welders are certified to CSA W47.2-11 (R2015), Certification of Companies for Fusion Welding of Aluminum, Division 1 or 2; welding workmanship must satisfy CSA W59.2-18, Welded Aluminum Construction. In lieu of the Canadian Standards specified, certification to the same elements in ISO 3834-2:2005, Quality Requirements for Fusion Welding of Metallic Materials will be considered equivalent, if performed by an International Institute of Welding Authorized Nominated Body for Company Certification (IIW-ANBCC). If following ISO 3834-2:2005, the company must retain the services of a registered professional welding engineer responsible for welding-related activities.
- 4.2.7.2. All testing and inspection of welds must comply with the requirements defined in APPENDIX A.
- 4.2.7.3. The Contractor must provide weld compliance certificates for the barge, as per **DID-SE-02 Test and Certification Plan.**

**4.2.8. LAUNCHING**

- 4.2.8.1. The barge must be capable of being launched and recovered from a trailer on a launch ramp or the deck of a Coast Guard Ship by a shore or ship based crane.

**4.2.9. DECK**

- 4.2.9.1. A non-slip, oil resistant, coating or texture must be applied to all working and traffic areas of the deck.
- 4.2.9.2. Deck must be fitted with aluminum side rails that can be lowered or removed when barges are stacked for storage.
- 4.2.9.3. Deck must be fitted with a removable hand operated davit with a hand winch capable of lifting up to 250 kg with an outreach of 1 meters over the side. The davit must be stamped with the Safe Working Load.
- 4.2.9.4. A davit knee or flush socket must be mounted on the bow, stern and midship to allow the davit to be fitted in either location.
- 4.2.9.5. The aluminum side rails must be secured to the deck using 316 grade stainless pins complete with lanyards.
- 4.2.9.6. The barge must provide a safe working platform in accordance with applicable national maritime health and safety labour codes MOSH (Maritime Occupation Health and Safety) in effect during implementation.

**4.2.10. LADDERS**

- 4.2.10.1. Aluminum ladders must be fitted inside each hatch to allow easy access to the tanks. Ladders must extend to 6 cm. above the bottom of the hull.
- 4.2.10.2. Flush boarding steps/fooholds/ladders must be incorporated on each side of the barge to allow access to the barge from the water.

**4.2.11. MOORING CLEATS AND LINES**

- 4.2.11.1. The barge must be fitted with ten, cast aluminum, mooring cleats.
- 4.2.11.2. The mooring cleats must be welded on the gunwale, on both the port and starboard sides as well as one cleat each in the middle of the bow and the stern.
- 4.2.11.3. The Contractor must supply a minimum of four, twisted polymer, mooring lines. The mooring lines must not be used until after barge acceptance by Canada.
- 4.2.11.4. The minimum diameter of each mooring line must be a nominal 3/4 inches.
- 4.2.11.5. Each mooring line must be a minimum of 8 m (- 0, + 0.5) in length.
- 4.2.11.6. Each mooring line must contain an eye splice in one end to fit over a mooring cleat. The opposing end must be completely heat sealed to prevent exposed rope strands or fibres.
- 4.2.11.7. The mooring cleats must accommodate the provided mooring lines.

#### **4.2.12. TIE DOWNS**

- 4.2.12.1. The barge must be fitted with a minimum of 8, cast aluminum, recessed deck tie downs for lashing deck cargo.
- 4.2.12.2. Each tie down must have a safe working load in any direction of 400 kg.
- 4.2.12.3. The locations of tie downs are subject to the review by Canada.

#### **4.2.13. SOUNDING PLUGS**

- 4.2.13.1. A sounding plug and a square key must be provided for each tank for sounding application.
- 4.2.13.2. Sounding plugs must be flush with the deck surface and be opened with a square key.

#### **4.2.14. DECK STOWAGE**

- 4.2.14.1. The barge must be fitted with onboard hose storage that does not require bending or coiling of hoses.
- 4.2.14.2. The Contractor must provide a watertight compartment, to be incorporated into the bow void of the barge for safe and secure stowage of anchor kit, safety equipment, towing equipment, and accessories.
- 4.2.14.3. To ensure the longevity of the documents that lie within the barge, the deck stowage compartment must be fitted with a dedicated marine-grade aluminum provision for document storage. The dedicated aluminum provision must be permanently affixed inside the void-space. Canada will review the proposed location.
- 4.2.14.4. The hatch for the watertight compartment must:
  - a) Be marine grade;
  - b) Be watertight;
  - c) Be easily opened by one person;
  - d) Secure against external static and dynamic loads;
- 4.2.14.5. Watertight hatch design must be submitted to Canada as per **DID-SE-02 Test and Certification Plan.**

#### **4.2.15. HOISTING POINTS**

- 4.2.15.1. The barge must be fitted with a minimum of four recessed, integral hoisting points to facilitate overhead lifting.
- 4.2.15.2. Each hoisting point must be fabricated from either aluminum or stainless steel.
- 4.2.15.3. The Contractor must position each hoisting point:

- a) To uniformly distribute loading amongst all hoisting points; and
- b) At (or near) the barge's topside to give an unobstructed pathway to a single, overhead lifting point.

4.2.15.4. All hoisting points must be of equivalent size.

4.2.15.5. All hoisting points must be fitted with stainless steel grommets.

4.2.15.6. The minimum safety factor of all hoisting points (and the adjacent support structure) must be at least 6-to-1, based on the lightship load condition, and a 10% margin for growth. Safety factor is expressed as the ratio of the minimum breaking strength (MBS) to the resultant load at each hoisting point. Design calculations supporting the safety factor of all hoisting points must be stamped by a licensed engineer in good standing as per **DID-SE-01 Detailed Design Package**.

4.2.15.7. Hoisting points must be tested and certified as per **DID-SE-02 Test and Certification Plan**.

### 4.3. BARGE SAFETY EQUIPMENT

#### 4.3.1. LIFEBOUYS

4.3.1.1. The barge must be fitted with Transport Canada (SOR/2010-91, Small Vessel Regulations) approved:

- a) Lifebuoys
- b) Self-igniting light
- c) Buoyant heaving lines

4.3.1.2. Lifebuoy mounts must be provided on the railing, in an easily accessible location, on both sides of the vessel.

#### 4.3.2. RADAR REFLECTOR

4.3.2.1. The barge must be fitted with a radar reflector designed and built for commercial marine use that fully meets the requirements of the Collision Regulations C.R.C., c.1416, mounted at a minimum height 2 m above water level.

4.3.2.2. The radar reflector must be able to be lowered or removed for storage.

#### 4.3.3. NAVIGATION LIGHTS AND SHAPES

4.3.3.1. The vessel must be fitted with battery powered LED bulb type-navigation lights (sidelights and stern light) per the current Collision Regulations C.R.C., c.1416, with a minimum continuous run time of 48 hours.

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- 4.3.3.2. The barge must be fitted with a removable lighting mast upon which an anchor light and an all around red light, indicating the handling and carriage of dangerous goods, are mounted.
- 4.3.3.3. The lighting mast must be sized to mount in the unused davit socket.
- 4.3.3.4. The battery and LED bulb type-navigation light must be stowed below deck with easy access to be removed for recharging.
- 4.3.3.5. The code flag “B” and a day shape indicating the handling and carriage of dangerous goods as per Collision Regulations C.R.C., c.1416 must be provided for each barge (to be displayed on a tending vessel as required during operations).
- 4.3.3.6. The flag and day shape must be stored in the dedicated aluminum provision as specified in Section 4.2.14.
- 4.3.3.7. All navigation lights, flags and shapes must be designed and built for commercial marine use and all aspects of their mounting, screening, spacing and height, must be fully compliant with the requirements of the Collision Regulations C.R.C., c.1416.

#### 4.4. BARGE CONSTRUCTION MATERIALS

##### 4.4.1. GENERAL CONSIDERATIONS

- 4.4.1.1. All materials used in the construction and outfitting of the barge must be of marine-grade quality and inherently resist corrosion under the environmental conditions specified herein. The use of wood products or similar hygroscopic material is prohibited.
- 4.4.1.2. All materials used in the construction and outfitting of the barge must be chemically compatible with recovered oil products.
- 4.4.1.3. All materials used in the construction and outfitting of the barge must be resistant to ultraviolet (UV) degradation.
- 4.4.1.4. All materials used in the construction and outfitting of the barge must conform to the requirements defined in an internationally recognized Standard, such as, but not limited to ASTM, ISO or SAE Standards. Canada reserves the right to request samples of any proposed material.
- 4.4.1.5. All materials used in the barge must not adversely affect the health of crew when used for their intended purpose. The use of materials and equipment containing functional mercury and asbestos is prohibited.

##### 4.4.2. ALUMINUM

- 4.4.2.1. The barge must be fabricated from Marine Grade Aluminum of the quality and thickness necessary to ensure a service life of a minimum of 20 years.
- 4.4.2.2. Aluminum Alloy type 5086 and dual rated 5086/5083 H116/321 must be used for plates, as per **DID-SE-02 Test and Certification Plan**.

- 4.4.2.3.** Aluminum Alloy 6061-T6, suitable for type 5356 filler alloy, must be used for extruded shapes and welded tubing and pipe, as per, as per **DID-SE-02 Test and Certification Plan.**

**4.4.3. STEEL**

- 4.4.3.1.** Unless otherwise specified by Canada, the Contractor must use Type 316L stainless steel in all non-welded and welded applications. The Contractor may propose other stainless or high alloy steel(s) for consideration by Canada, as per **DID-SE-02 Test and Certification Plan.**

**4.4.4. DISSIMILAR METALS**

- 4.4.4.1.** Direct contact between dissimilar metals can be expected to cause galvanic corrosion. If such contact cannot be avoided, an insulating material must be installed between the dissimilar metals to minimize the corrosive effect. The Contractor may propose alternate methods to minimize galvanic corrosion for consideration by Canada.

**4.5. BARGE TOWING**

**4.5.1. BARGE TOWING AND PUSHING PERFORMANCE**

- 4.5.1.1.** The barge must meet all towing and pushing performance requirements in all environmental conditions specified in section 4.1.1
- 4.5.1.2.** The barge must meet all towing and pushing performance requirements without causing damage to the barge or to the towing or pushing vessel and without presenting any injury risk to operators.
- 4.5.1.3.** The barge must meet all towing and pushing performance requirements while loaded to any capacity between empty and fully loaded (inclusive) unless otherwise stated.
- 4.5.1.4.** The barge must be towable from its bow at the speeds specified in section 4.2.5.
- 4.5.1.5.** The barge must be towable from the side using at a minimum a bow and a stern spring line to secure the barge to the tow vessel.
- 4.5.1.6.** When being towed from the side the barge must be at a minimum capable of the following:
- a) Achieving a speed of 4 knots in open waters;
  - b) Travelling in a straight line over a minimum of 100 m;
  - c) Completing a full 180° turn towards the side attached to the tow vessel; and
  - d) Completing a full 180° turn towards the side not attached to the tow vessel.
- 4.5.1.7.** The barge must be capable of being pushed by boat while using at least two lines to secure the aft end of the barge to both the port and starboard side of the boat.

For information, pushing will typically only be used for short distance maneuvering and positioning of the barge.

**4.5.1.8.** When being pushed the barge must be at a minimum capable of the following:

- a) Achieving a speed of 3 knots in open waters;
- b) Travelling in straight line over a minimum of 50 m; and
- c) Be able to deviate 45° from direction of travel towards both port and starboard.

**4.5.1.9.** The barge must be capable of switching between being towed from the bow, being towed from the side and being pushed while in open waters.

**4.5.1.10.** The barge must be capable of being brought alongside and transferred to a dock or another vessel.

**4.5.2. BARGE TOWING SYSTEM**

**4.5.2.1.** The barge must be supplied with a towing system consisting of high strength, marine grade, corrosion resistant bridle(s), hardware, and any other component required to safely tow (excluding a primary towline) and maintain safe control of the fully loaded barge by a tow vessel under the defined operational conditions.

**4.5.2.2.** The towing system must comply with the requirements identified in Appendix A of TP 11960E.

**4.5.2.3.** The towing system must be supplied with manufacturer's certificates which attest to the strength rating, as per **DID-SE-02 Test and Certification Plan.**

**4.5.2.4.** The proposed Towing System design must be submitted to Canada for review as per **DID-SE-01 Detailed Design Package.**

**4.5.3. BOW EYES**

**4.5.3.1.** The Contractor must incorporate a minimum of 3 bow eyes, at least 2 outboard for towing and one on the centerline for towing and trailer securement. The center eye must be secured to a structural member.

**4.5.3.2.** The bow eyes must be fabricated from stainless steel or marine grade aluminum.

**4.5.3.3.** The bow eyes must be sufficiently sized to withstand the towed resistance of the barge in the normal load condition on even keel.

**4.5.4. TOW BRIDLES**

**4.5.4.1.** Each leg of the bridle and its lead end must be fitted with a galvanized or stainless steel thimble and ferrule. The Contractor may propose an alternative, corrosion resistive material for Canada to consider in regards to the thimble and ferrule.

- 4.5.4.2. The lead end of the tow bridle must be fitted with a galvanized steel, screw-pin anchor shackle.
- 4.5.4.3. Each tow bridle must be constructed to evenly distribute the towing forces amongst the legs.

## **4.6. BARGE FLEXIBLE HOSES**

### **4.6.1. FLEXIBLE HOSE CONSTRUCTION**

- 4.6.1.1. Each barge must be equipped with a set of 3 inch and a set of 4 inch nominal inner diameter filling hoses, including any fitted couplings.
- 4.6.1.2. Each barge must be equipped with a set of 3 inch and 4 inch nominal inner diameter discharge hoses, including any fitted couplings.
- 4.6.1.3. Each hose must have a nominal length of 20 feet (ft.).
- 4.6.1.4. Each hose must have a minimum rated operating pressure of 150 psi.
- 4.6.1.5. At a minimum, each hose must have the following characteristics:
  - a) A compounded elastomer inner tube;
  - b) A synthetic fibre reinforcement;
  - c) A stainless or coated copper electrostatic discharge wire;
  - d) A compounded elastomer cover; and
  - e) Be designed to fit the respective valve;
- 4.6.1.6. Each layer of the discharge hose construction must be bonded to its adjacent layer(s) to produce a unified hose wall.
- 4.6.1.7. Both the compounded elastomer inner tube and cover must be of uniform thickness.
- 4.6.1.8. The compounded elastomer cover must be black in colour.

### **4.6.2. HOSE COUPLINGS**

- 4.6.2.1. One end of each supplied hose must be fitted with a Type II, Class SS, Style 1 coupling half (i.e., male, cam locking coupling half by hose shank) as defined in A-A 59326D, General Specification for Coupling Halves, Quick Disconnect, Cam Locking Type.
- 4.6.2.2. The opposing end of the same hose must be fitted with a Type VI, Class SS, Style 1 coupling half (i.e., female, cam locking coupling half by hose shank) as defined in A-A 59326D, General Specification for Coupling Halves, Quick Disconnect, Cam Locking Type.

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- 4.6.2.3. All male and female cam locking coupling halves must be attached to the hose using a band style, punch clamp, or a crimped sleeve.
- 4.6.2.4. All male and female cam locking coupling halves must be directly connected to the electrostatic discharge wire;
- 4.6.2.5. Each hose must be supplied with the following coupling halves (whose requirements are defined in A-A 59326D, General Specification for Coupling Halves, Quick Disconnect, Cam Locking Type):
  - a) One, Type IX, Class SS, Style 1 coupling half (i.e., dust cap coupling half); and
  - b) One, Type X, Class SS, Style 1 coupling half (i.e., dust plug coupling half).
- 4.6.2.6. All supplied cam locking coupling halves must be consistent with the hose size specified in Section 4.6.1.

**4.6.3. HOSE AND COUPLING PROOF TEST**

- 4.6.3.1. The proof pressure of each discharge hose and couplings must be at least 2 times the operating pressure.

**4.6.4. HOSE FLOAT**

- 4.6.4.1. The required number of marine grade hose floats to pair with each hose must be provided for positive buoyancy to keep the hose at the waterline when it is charged with liquid.
- 4.6.4.2. The construction of hose floats must incorporate the following:
  - a) A rigid construction that does not require inflation; and
  - b) Be easily attached and removed without the use of specialized tools.

**4.7. BARGE VALVES AND MANIFOLDS**

**4.7.1. MANIFOLDS**

- 4.7.1.1. Filling and discharge hose connections must be oriented towards the bow to allow connection to the filling and discharge manifolds located on the deck near the aft end of the barge.
- 4.7.1.2. Filling and discharge manifolds must be no more than 0.75m in height and must be located on opposite sides of the barge.
- 4.7.1.3. Each manifold must be designed with fittings to allow connection by 3 inch and 4 inch hoses as per Section 4.6.1.

#### 4.7.2. VALVES

- 4.7.2.1. All supplied valves must conform to the design and construction requirements defined in an internationally recognized Standard, such as, but not limited to, ASTM Standards.
- 4.7.2.2. All valves must be suitable for the intended application and be readily accessible for inspection, operation, maintenance, and removal. Where possible, valves should be grouped in manifold form.
- 4.7.2.3. Each barge storage tank must be fitted with a ball check goose neck vent to relieve vapour pressure while filling. The location of the vent will be subject to review by Canada as per **DID-SE-01 Detailed Design Package**.
- 4.7.2.4. All fill and discharge points on the manifold must be fitted with ball valves sized to fit the supplied hoses.

### 4.8. BARGE ANCHOR KIT

#### 4.8.1. GENERAL REQUIREMENTS

- 4.8.1.1. An Anchor Kit must be provided to anchor the barge in a fixed position under empty and full load, in the operational conditions specified herein. The anchor kit must include, at a minimum, the following components:
  - a) One commercial off-the-shelf fluke-style, patent anchor;
  - b) One set of combined chain and rope rode;
  - c) One co-polymer anchor trip line and buoy; and
  - d) One hand operated winch mechanism suitable for lifting and recovering the anchor;
- 4.8.1.2. The contractor must provide design substantiation for the proposed anchor kit **as per DID-SE-01 Detailed Design Package**. Canada will review the Anchor Kit proposed by the Contractor.

#### 4.8.2. ANCHOR

- 4.8.2.1. The crown of each fluke-style, patent anchor must be fitted with a galvanized steel, screw-pin anchor shackle to facilitate the attachment of an anchor trip line.

#### 4.8.3. ANCHOR SYSTEM

- 4.8.3.1. Each anchor must be at least 73.2 m (-0 m, +0.18 m). Each anchor system must comprise a 12.2 m (-0 m, +0.12 m) length of stainless steel chain attached to a 61 m (-0 m, +0.6 m) length of twisted, co-polymer rope.
- 4.8.3.2. One end of each rope anchor system must contain an eye splice that tightly encloses a galvanized steel or stainless steel thimble.

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- 4.8.3.3. The rope anchor rode must be attached to the chain anchor rode using a galvanized steel, screw-pin anchor shackle.
- 4.8.3.4. The chain anchor rode must be attached to the shank of the fluke-style, patent anchor using a galvanized steel, screw-pin anchor shackle.
- 4.8.3.5. Each shackle pin used in the anchor system assembly must be moused with stainless steel wire to prevent it from loosening while under load.

**4.8.4. ANCHOR TRIP LINE AND BUOY**

- 4.8.4.1. One end of the anchor trip line must contain a spliced eye.
- 4.8.4.2. Each anchor trip line must be fitted with an inflatable, low-drag buoy.
- 4.8.4.3. The inflatable, low-drag buoys must be of a rugged construction to resist accidental puncture.
- 4.8.4.4. The colour of the inflatable, low-drag buoys must be a high visibility orange or yellow.
- 4.8.4.5. The Contractor must provide an air pump and any other tools required to inflate the low-drag buoys.

**4.9. FASTENERS**

**4.9.1. GENERAL CONSIDERATIONS**

- 4.9.1.1. Unless otherwise specified by Canada, all fasteners, nuts, and similar hardware used in construction of Barge Package must be Type 316 stainless steel. The Contractor may propose other stainless or high alloy steel(s) for consideration by Canada.
- 4.9.1.2. Fasteners must be easily removable if the adjoining component requires removal or permits access for maintenance.
- 4.9.1.3. Unless otherwise specified by Canada, all threaded fasteners must be paired with a corresponding nylon-insert, lock nut to resist loosening due to shock and vibration loading.
- 4.9.1.4. The Contractor must not make threaded connections by tapping aluminum structural components. Similarly, the Contractor must not make threaded connections by tapping steel structural components whose thickness is less than one bolt diameter.
- 4.9.1.5. All nuts that will become inaccessible after construction must be captured (or anchored) to prevent them from backing off if the threaded fastener is later removed.
- 4.9.1.6. All fasteners used in a deck traffic area must be flush-mounted to eliminate tripping and snagging hazards.
- 4.9.1.7. All threaded connections must be correctly torqued and have full thread engagement.

## **4.10. PAINTING, COATINGS AND MARKINGS**

### **4.10.1. GENERAL CONSIDERATIONS**

- 4.10.1.1. Unless otherwise specified by Canada, the barge hull exterior and interior must be left unpainted.
- 4.10.1.2. The Contractor must apply a non-skid coating or texture to all exposed barge deck surfaces.
- 4.10.1.3. The barge must have high visibility reflective markings for safety and location.

## **4.11. LABEL PLATES**

### **4.11.1. GENERAL REQUIREMENTS**

- 4.11.1.1. The Contractor must supply and fit label plates to permanently identify the safe working limits, maximum capacities, pertinent safety warnings, and masses of the:
  - a) Barge and davit; and
  - b) Towing System.
- 4.11.1.2. Unless otherwise specified by Canada, all label plates must be made from aluminum.
- 4.11.1.3. Label plates must be secured using methods reviewed by Canada.
- 4.11.1.4. All label plates must be engraved to a depth or using a technique that will last a minimum of 20 years under typical use.
- 4.11.1.5. All label plates must convey the necessary information in both Canada's official languages; i.e., English and French (bilingual).
- 4.11.1.6. All label plates must use a sans serif typeface for all text and all text must be a minimum of 25 mm in height.
- 4.11.1.7. All label plates must be readily visible to the operator(s) in at least two opposing locations.
- 4.11.1.8. The content and arrangement of all label plates must be reviewed by Canada prior to installation.

### **4.11.2. PRODUCT IDENTIFIERS**

- 4.11.2.1. The Contractor must supply and fit each barge with a product identifier:
- 4.11.2.2. Each product identifier must:
  - a) Use alphanumeric characters to indicate the name of the manufacturer, date of manufacture, and manufacturer serial number; and

- b) Contain no spaces between the individual elements that compose the identifier.

**4.11.2.3.** Adhere to the following convention:

- a) Use four uppercase letters that best represent the name of the manufacturer as the first element of the product identifier. Canada will review the first element proposed by the Contractor for self-identification.
- b) Use eight numeric digits that correspond to the following format for the second element of the product identifier: DDMMYYYY (where DD represents the two-digit day, MM represents the two-digit month, and YYYY represents the four-digit year).
- c) Use the full, alphanumeric serial number assigned by the manufacturer for the last element of the product identifier.

**4.11.3. BARGE BUILDER'S NAMEPLATE**

**4.11.3.1.** The Contractor must supply and fit a Builder's Nameplate on the exterior of barge.

**4.11.3.2.** The Builder's Nameplate must be fitted in a conspicuous location.

**4.11.3.3.** The Builder's Nameplate must be made of a material as described in Section 4.4.

**4.11.3.4.** The following information must be permanently etched into the Builder's Nameplate:

- a) National Asset Code (to be assigned by Canada);
- b) Naval Architect or Designer;
- c) Builder;
- d) Hull Number;
- e) Year of Construction; and
- f) Lightship Weight (kilograms).

**4.12. SHIPPING AND DELIVERY**

**4.12.1. GENERAL CONSIDERATIONS**

**4.12.1.1.** Prior to shipping, the barge must be cleaned, preserved, and covered as per the requirements defined below:

- a) All tanks must be dry, and free of oil and debris.
- b) All contact points with the barge must be padded.

- 4.12.1.2. The barge and accessories must be secured, kept dry, and kept clean during shipping and delivery.

## **4.13. DOCUMENTATION**

### **4.13.1. GENERAL CONSIDERATIONS**

- 4.13.1.1. All documentation and certifications supplied must be waterproof to withstand a marine environment (for example, laminated pages or specialized paper). The Contractor may propose various waterproofing solutions for consideration by Canada.
- 4.13.1.2. All documentation must be stored in the dedicated provisions as described in Section 4.2.14

## APPENDIX A WELD TESTING AND INSPECTION

- A.1. All welds must be subjected to 100% visual inspection. Visual inspection must precede examinations by any other methods required herein.
- A.2. All visual inspection must be performed, and the results reported, by an individual certified by CWB to CSA W178.2-2018, Certification of Welding Inspectors, Level 2 or 3.
- A.3. The Contractor must make provisions to perform penetrant and radiographic examinations in accordance with Table 1.

**Table 1: Weld inspection requirements for new construction vessels (<12 m LOA)**

Method	Number of examinations required
	Aluminum vessels
<b>Penetrant testing (PT)</b> 1000 mm	$0.50 \times (L+B+D)$
<b>Radiographic testing (RT)</b> 440 mm – butts or seams 300 mm × 300 mm – intersecting butts and seams	$1.00 \times (L+B+D)$
where: <b>L</b> is the overall length [m]; <b>B</b> is the greatest moulded breadth [m] and <b>D</b> is the moulded depth at side, measured at L/2 [m].	

- A.4. When access does not permit the use of a 300 mm by 300 mm film size at intersecting butts and seams, a series of films must be positioned to offer examination of 150 mm of the weld in all directions.
- A.5. Penetrant and radiographic examination personnel must be certified by Natural Resources Canada (NRCan) as meeting the qualification requirements of CAN/CGSB 48.9712-2014, Non-Destructive Testing (NDT): Qualification and Certification of Personnel, Level 2 or 3. A company located outside of Canada may propose certification by other national certifying bodies to equivalent national standards (in lieu of CAN/CGSB 48.9712-2014), for review by Canada. Visual inspection procedures must comply with the requirements of ASME BPVC.V-2017: Non-Destructive Examination, and CSA W59.2-18, Welded Aluminum Construction.
- A.6. Penetrant and radiographic examination procedures must comply with the requirements of ASME BPVC.V-2017: Non-Destructive Examination, and CSA W59.2-18, Welded Aluminum Construction.
- A.7. A company located outside of Canada may propose visual inspection and non-destructive examination procedures written to other equivalent national standards (in lieu of ASME BPVC.V-2017 and CSA W59.2-2018), for review by Canada. Inspection procedures and personnel qualification certificates must be filed with Canada prior to performing inspections of any type.

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- A.8. The acceptance criteria for visual inspection and penetrant and radiographic examination must be in accordance with CSA W59.2-2018, Welded Aluminum Construction, with the following exceptions:
  - a. Pores open to the surface are not permitted in any weld; and
  - b. Undercut is not permitted in any weld.
- A.9. A company located outside of Canada may propose weld acceptance criterion to other equivalent national standards for review and acceptance by Canada.
- A.10. The selection of the locations of the PT and RT inspections must be of the butts and seams of the plating of the primary ship structure being taken at the sole discretion and direction of Canada. The primary ship structure is taken as the part of the vessel hull structure which forms the primary hull girder, including structure to resist ice loadings. It consists of strength decks, platforms and shell plating and their supporting framing, tank top, vertical keel, and longitudinal and main transverse bulkheads. In addition to the primary hull girder, water-, oil-, and gas-tight bulkheads must be considered part of the primary hull structure. Radiographic inspection developed wet film and digital images must be provided to and become the property of Canada.
- A.11. For each inspection method, a copy of the current year qualification certificate of the examining individual must be attached to the initial interpretation or verification report supplied to Canada. If a new validation year is entered or if a different individual is used, new qualification certificates must be supplied, with any subsequent interpretation report being submitted.
- A.12. Inspection procedures and techniques are to be prepared by Level 3 personnel for each inspection method required herein, and submitted to Canada prior to performing any inspections of completed work.
- A.13. Procedures for radiographic inspection must follow the requirements of ASME BPVC.V-2017, Non-Destructive Examination, Article 2, or equivalent.
- A.14. Digital Image Acquisition and evaluation is the preferred technique; however:
  - a. Procedures may be for the use of imaging plates (CR) or direct (DR) digital (no analog conversion).
  - b. When imaging plates or direct digital is not possible or available, film radiography must be used.
  - c. When film radiographic techniques are used, all cassettes (film holders) must be double loaded (minimum) with film of same type or class.
- A.15. For PT and RT inspections, weld profiles and contours must be sufficiently smooth to ensure that geometric conditions do not cause false indications. Transitions from weld reinforcement (root or cap) must transition smoothly into the base metal so as to not produce indications which could lead to misinterpretation of indications.
- A.16. Prior to inspection by any method, welds and adjacent areas must be cleaned so as to be free from all primer, paint, weld spatter, and other foreign matter to enable accurate interpretation of the area of interest (weld zone).
- A.17. Staging and lighting must be provided to permit safe access for inspection.

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- A.18. Welds to be examined by liquid penetrant and radiographic test methods must be subjected to third party visual inspection first. A formal report must then be issued by the certified inspector.
- A.19. If the surfaces and geometric conditions of the weld to be examined by any inspection method is such that it may or would interfere with the interpretation of the area of interest (weld zone), welds must be dressed smooth or flush to the satisfaction of the NDT certified inspector and Canada prior to the weld inspections being carried out.
- A.20. All linear and volumetric indications (acceptable, unacceptable, or otherwise) must be characterized and described on the original inspection interpretation report by the certified examiner that performed the original examination.
- A.21. All indications of defects must be categorized as to type (i.e., porosity, inclusion, lack of fusion, or crack).
- A.22. All surface indications must be categorized as to type and dimensioned for size (i.e., porosity diameter, crack length). Position relative to weld centreline must be noted.
- A.23. All repairs must be documented fully indicating the dimensional size (i.e., length, depth, and width of excavation) and position using the same reference as the originally recorded position.
- A.24. All repaired areas must be re-inspected using the same inspection method as the original inspection. Where the indications were detected with surface methods (PT), the repair area must undergo additional inspection utilizing volumetric methods (RT)
- A.25. All excavations for repairs must be inspected after excavation and prior to re-welding to ensure complete removal of the indication.
- A.26. When a discontinuity extends to either or both ends of a location being inspected, additional overlapping inspection must be required. The overlapping inspection must show a portion of the original end.
- A.27. When an overlapping inspection displays unacceptable discontinuities at either or both ends, the entire weld length must be considered unacceptable unless proven otherwise by the Contractor. Under this condition, welds must be repaired to the extent required by Canada.
- A.28. All overlapping inspections must be taken prior to repair of the originally rejected location. If repair has occurred prior to overlapping inspections and the entire weld length has not been repaired, the overlapping inspections must be placed to overlap the start and finish of the repair.
- A.29. When an unacceptable discontinuity fails to extend to either or both ends of a location being inspected, additional inspection of the same length within the same weld at a position as designated by Canada must be inspected.
- A.30. When an unacceptable discontinuity is detected in the additional inspection length, the entire weld must be considered unacceptable until proven otherwise.
- A.31. For each failed location, one new location must be examined. All new locations must be selected by Canada. Each new location must be considered in addition to the requirements herein. Unacceptable welds must be removed, and the joint re-welded and re-inspected by the same

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original testing method. Care must be taken to ensure that the inspection of the repaired area is accurately located, so that it measures the original location that was rejected.

- A.32. When an entire weld, base material, entire part, or entire section contains unacceptable discontinuities as specified herein, no corrective action must be taken until the repair procedure has been agreed to by Canada.
- A.33. Inspection reports must be prepared and filed by the Quality Department of the Contractor and made available to Canada. At a minimum, reports must record the date of inspection; Builder or Contractor's name; vessel type and hull number; Owner's name; name of the inspection organization; inspection procedure number; interpretation report number; item; location; all discontinuities (including single and accumulated indications); weld acceptance criteria; location of discontinuities; and the name, qualification, level, and signature of the individual(s) performing the inspection and interpretation. Inspection reports must reference material type, thickness, joint type, and geometry.
- A.34. When a portion of a weld is to be inspected by liquid penetrant or radiographic methods, the location must be subjected to visual inspection in advance of the other inspection method. Interpretation reports are required for both inspection methods.
- A.35. The Contractor must implement a system of documentation which links the initial inspection report (individual serialization) to the excavation report (individual serialization) to the re-inspection report (individual serialization):
- Original inspection: PT (Weld ID) XXX-1
- Original inspection: UT (Weld ID) XXX-1
- If repair is required:
- PT (Weld ID) XXX-G1 PT (G=Grind/Gouge): PT inspected and cleared
- RT (Weld ID) XXX-R1 RT (R= Re-inspect RT): Re-weld and re-inspect RT
- A.36. The Contractor must prepare five non-destructive inspection arrangement drawings and sketches that accurately document the location of the inspections.
- A.37. The inspection method, weld identification number, and abbreviations for each inspection must be accurately recorded on a progressive basis. A legend detailing the identification symbols used by the Contractor must appear on each arrangement drawing.
- A.38. The Contractor must supply updated NDT arrangement drawings to Canada on a regular basis throughout the contract period. The final drawings must be supplied to Canada electronically at contract completion.

**ANNEX "C"**

**TASK AUTHORIZATION FORM PWGSC-TPSGC 572**

**Task Authorization  
Autorisation de tâche**

<b>Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization (Use form DND 626 for contracts for the Department of National Defence)</b>	<b>Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Autorisation de tâche (Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense)</b>
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<b>Contract Number</b> Enter the PWGSC contract number.	<b>Numéro du contrat</b> Inscrire le numéro du contrat de TPSGC.
<b>Contractor's Name and Address</b> Enter the applicable information	<b>Nom et adresse de l'entrepreneur</b> Inscrire les informations pertinentes
<b>Security Requirements</b> Enter the applicable requirements	<b>Exigences relatives à la sécurité</b> Inscrire les exigences pertinentes
<b>Total estimated cost of Task (Applicable taxes extra)</b> Enter the amount	<b>Coût total estimatif de la tâche (Taxes applicables en sus)</b> Inscrire le montant

<b>For revision only</b>	<b>Aux fins de révision seulement</b>
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<b>TA Revision Number</b> Enter the revision number to the task, if applicable.	<b>Numéro de la révision de l'AT</b> Inscrire le numéro de révision de la tâche, s'il y a lieu.
<b>Total Estimated Cost of Task (Applicable taxes extra) before the revision</b> Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.	<b>Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision</b> Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.
<b>Increase or Decrease (Applicable taxes extra), as applicable</b> As applicable, enter the amount of the increase or decrease to the Total Estimated Cost of Task (Applicable taxes extra) before the revision.	<b>Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu</b> S'il y a lieu, inscrire le montant de l'augmentation ou de la réduction du Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision.

**1. Required Work: Complete sections A, B, C, and D, as required.**

**A. Task Description of the Work required:**

Complete the following paragraphs, if applicable. Paragraph (a) applies only if there is a revision to an authorized task.

(a) Reason for revision of TA, if applicable: Include the reason for the revision; i.e. revised activities; delivery/completion dates; revised costs. Revisions to TAs must be in accordance with the conditions of the contract. See Supply Manual 3.35.1.50 or paragraph 6 of the Guide to Preparing and Administering Task Authorizations.

(b) Details of the activities to be performed (include as an attachment, if applicable)

(c) Description of the deliverables to be submitted (include as an attachment, if applicable).

(d) Completion dates for the major activities and/or submission dates for the deliverables (include as an attachment, if applicable).

**1. Travaux requis : Remplir les sections A, B, C et D, au besoin.**

**A. Description de tâche des travaux requis :**

Remplir les alinéas suivants, s'il y a lieu : L'alinéa (a) s'applique seulement s'il y a révision à une tâche autorisée.

(a) Motif de la révision de l'AT, s'il y a lieu : Inclure le motif de la révision c.-à.-d., les activités révisées, les dates de livraison ou d'achèvement, les coûts révisés. Les révisions apportées aux AT doivent respecter les conditions du contrat. Voir l'article 3.35.1.50 du Guide des approvisionnements ou l'alinéa 6 du Guide sur la préparation et l'administration des autorisations de tâches.

(b) Détails des activités à exécuter (joindre comme annexe, s'il y a lieu).

(c) Description des produits à livrer (joindre comme annexe, s'il y a lieu).

(d) Les dates d'achèvement des activités principales et (ou) les dates de livraison des produits (joindre comme annexe, s'il y a lieu).

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**B. Basis of Payment:**

Insert the basis of payment or bases of payment that form part of the contract that are applicable to the task description of the work; e.g. firm lot price, limitation of expenditure, firm unit price

**C. Cost of Task:****Insert Option 1 or 2:****Option 1:**

Total estimated cost of Task (Applicable taxes extra): Insert the applicable cost elements for the task determined in accordance with the contract basis of payment; e.g. Labour categories and rates, level of effort, Travel and living expenses, and other direct costs.

**Option 2:**

Total cost of Task (Applicable taxes extra): Insert the firm unit price in accordance with the contract basis of payment and the total estimated cost of the task.

**D. Method of Payment**

Insert the method(s) of payment determined in accordance with the contract that are applicable to the task; i.e. single payment, multiple payments, progress payments or milestone payments. For milestone payments, include a schedule of milestones.

**B. Base de paiement :**

Insérer la base ou les bases de paiement qui font partie du contrat qui sont applicables à la description du travail à exécuter : p. ex., prix de lot ferme, limitation des dépenses et prix unitaire ferme.

**C. Coût de la tâche :****Insérer l'option 1 ou 2****Option 1 :**

Coût total estimatif de la tâche (Taxes applicables en sus) Insérer les éléments applicables du coût de la tâche établies conformément à la base de paiement du contrat. p. ex., les catégories de main d'œuvre, le niveau d'effort, les frais de déplacement et de séjour et autres coûts directs.

**Option 2 :**

Coût total de la tâche (Taxes applicables en sus) : Insérer le prix unitaire ferme conformément à la base de paiement du contrat et le coût estimatif de la tâche.

**D. Méthode de paiement**

Insérer la ou les méthode(s) de paiement établit conformément au contrat et qui sont applicable(s) à la tâche; c.-à.-d., paiement unique, paiements multiples, paiements progressifs ou paiements d'étape. Pour ces derniers, joindre un calendrier des étapes.

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**2. Authorization(s):**

The client and/or PWGSC must authorize the task by signing the Task Authorization in accordance with the conditions of the contract. The applicable signatures and the date of the signatures is subject to the TA limits set in the contract. When the estimate of cost exceeds the client Task Authorization's limits, the task must be referred to PWGSC.

**3. Contractor's Signature**

The individual authorized to sign on behalf of the Contractor must sign and date the TA authorized by the client and/or PWGSC and provide the signed original and a copy as detailed in the contract.

**2. Autorisation(s) :**

Le client et (ou) TPSGC doivent autoriser la tâche en signant l'autorisation de tâche conformément aux conditions du contrat. Les signatures et la date des signatures appropriées sont assujetties aux limites d'autorisation de tâche établies dans le contrat . Lorsque l'estimation du coût dépasse les limites d'autorisation de tâches du client, la tâche doit être renvoyée à TPSGC.

**3. Signature de l'entrepreneur**

La personne autorisée à signer au nom de l'entrepreneur doit signer et dater l'AT, autorisée par le client et (ou) TPSGC et soumettre l'original signé de l'autorisation et une copie tel que décrit au contrat.

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## Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui    If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat	

### For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
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**Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.**

**Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.**

### 1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

Contract Number - Numéro du contrat

## 2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

\_\_\_\_\_  
Name and title of authorized client - Nom et titre du client autorisé à signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PWGSC Contracting Authority - Autorité contractante de TPSGC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 3. Contractor's Signature - Signature de l'entrepreneur

\_\_\_\_\_  
Name and title of individual authorized - to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ANNEX "1" to PART 3 OF THE BID SOLICITATION**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

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

## ANNEX 2 to PART 3 OF THE BID SOLICITATION

### BIDDER'S CHECKLIST

This checklist is included in the bid solicitation to assist Bidders in the preparation of their bid. Before submitting their bid, Bidders should use this checklist to help ensure all mandatory documentation and/or information are provided prior to bid closing.

Bidders must note that the checklist is a tool and does not remove any obligation on the Bidder to complete the requirements of the bid solicitation, including those which may not be listed in this checklist. The onus is on the Bidder to provide any of the mandatory documentation and/or information indicated in the bid solicitation as failure to do so will render the bid non-responsive without any further consideration.

Bidders are not required to provide this checklist with their bid.

	Bid Solicitation Reference	Documentation / Information to be provided with the Bid	Comments	Included with the Bid
1.	2003 Standard Instructions - Goods or Services - Competitive Requirements	Cover Page of the Request For Proposals and all Amendments are signed and included with the Bid.	Best practice.	
2.	Article 2.3 Former Public Servant	Certification with requested information, if applicable.	Best practice.	
3.	Article 2.5 Applicable Laws	Certification with requested information, if applicable.	Best practice.	
4.	Article 3.1.1 Bid Structure	Canada requests that Bidders provide their bid in separately bound sections; Technical Bid, Financial Bid, Certifications	Best practice.	
5.	Article 3.1.4.1 Substantial Information	Bidders should provide with their technical bid, a document indicating clearly where the substantial information can be found for each of the mandatory criterion identified in the Technical Bid Evaluation Plan (Annex 1 to Part 4 of the Bid Solicitation).	Best practice.	
6.	Article 3.1.5.3 Delivery Dates	Bidders must submit their delivery dates in accordance with Schedule B.	Mandatory with the bid.	
7.	Article 4.1.1.2 Phase I: Financial Bid	Bid must include all information required by the solicitation.	Mandatory with the bid.	
8.	Article 4.1.1.3 Phase II: Technical Bid	Bid must include all information required by the solicitation.	Mandatory with the bid.	
9.	Article 5.1.1 Integrity Provisions - Declaration of Convicted Offences	Bidder must provide with its bid, if applicable, the Integrity declaration form.	Mandatory with the bid, if applicable.	
10.	Article 5.1.2 Certification of Compliance	Bidder must submit a signed and completed Certification of Compliance (Annex 2 to Part 4 of the Bid Solicitation)	Mandatory with the bid.	
11.	Article 5.1.3 Welding Certification	Bid must include all information required by the solicitation (Annex 1 to Part 4 of the Bid Solicitation)	Mandatory with the bid.	
12.	Article 5.2.1 Integrity Provisions - Required Documentation	Bidder must provide required information, as applicable.	Not mandatory by bid closing. Must be provided prior to contract award.	
13.	Article 5.2.2 Federal Contractors Program for Employment Equity	Submit a completed Annex 1 to Part 5 of the Bid Solicitation.	Not mandatory by bid closing. Must be provided prior to contract award.	

14.	Article 5.2.3.1 Workers Compensation Certification – Letter of Good Standing	Bidder must submit required information, as applicable	Not mandatory by bid closing. Must be provided prior to contract award.	
15.	Article 5.2.3.2 Insurance Requirements	Bidder must submit required information, as applicable	Not mandatory by bid closing. Must be provided prior to contract award.	
16.	Article 6.5.4 Contractor's Representative	Bidders should include Contractor Representative contact information`.	Best practice.	

**Annex 1 to Part 4 of the Bid Solicitation**  
**Technical Bid Evaluation Plan**

**Environmental Response Equipment Modernization/  
Mobile Incident Command Equipment Project**

*Storage – Towable Tank – Aluminum Barge*

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## **SECTION 1                    INTRODUCTION**

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### **1.1.    PURPOSE**

This document defines the methodology that will be used to evaluate the technical portion of each Bid submitted in response to the Solicitation for the aluminum barge, hereinafter referred to as the Barge Package, and the associated Towing System and Rigging System.

## SECTION 2 TECHNICAL BID SUBMISSION GUIDELINES

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### 2.1 GENERAL CONSIDERATIONS

- 2.1.1 By submitting a Bid, the Bidder certifies that it meets all of the requirements of the Solicitation including those identified in the Statement of Work (SOW) and Technical Statement of Requirements (TSOR).
- 2.1.2 The technical portion of the Bid will be evaluated against the following mandatory criteria (M) specified in:
- a) Appendix A – Mandatory Criteria – **Part 1 of 2, M1 to M2**, inclusive; and
  - b) Appendix A – Mandatory Criteria – **Part 2 of 2, M3 to M6**, inclusive.
- 2.1.3 Mandatory criteria will only be evaluated on a Compliant or Non-Compliant basis.
- 2.1.4 Any bid that fails to meet **ALL** mandatory criteria will be deemed unresponsive and given no further consideration. Bids that do satisfy all mandatory criteria will undergo financial evaluation by the Contracting Authority.
- 2.1.5 Canada will not make any assumptions regarding unclear or incomplete responses. Canada will only evaluate documentation provided as part of the Bid submission. 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.

### 2.2 GUIDELINES FOR APPENDIX A – MANDATORY CRITERIA – PART 1 OF 2

- 2.2.1 The method of compliance for all mandatory criteria found in Appendix A – Mandatory Criteria – Part 1 of 2 is a **Certification of Compliance (Annex 2 to Part 4 of the Bid Solicitation)**. The Certification of Compliance is an attestation from the Bidder that the goods and services being proposed satisfy the requirements and subsequently the goods and services to be delivered against the contract will comply with these same requirements. The Bidder must provide the signed **Certification of Compliance (Annex 2 to Part 4 of the Bid Solicitation)** as part of the Bid submission.
- 2.2.2 The Bidder’s authorized representative must initial in the ‘Initials’ column for each mandatory requirement found in Appendix A – Mandatory Criteria – Part 1 of 2.
- 2.2.3 The Bidder must respond with a ‘Yes’ or ‘No’ in the ‘Compliant (Y/N)?’ column for each mandatory requirement found in Appendix A – Mandatory Criteria – Part 1 of 2.
- 2.2.4 Failure to provide a certification of compliance and initial any given criterion will render that criterion Non-Compliant.
- 2.2.5 The following line item example is provided to demonstrate how to populate Appendix A – Mandatory Criteria – Part 1 of 2.

TECHNICAL BID EVALUATION PLAN  
**Technical Bid Submission Guidelines**

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Item No.	Mandatory Requirement	Contract Reference	Method of Compliance	Compliant (Yes/No)?	Initials	Bid Cross-Reference
M1	All requirements stipulated in Annex A (Statement of Work) will be met.	Annex A (SOW)	The Bid must include a signed Certificate of Compliance (Annex 2 to Part 4 of the Bid Solicitation) by its authorized representative.	<i>Yes</i>	<i>JD</i>	

## 2.3 GUIDELINES FOR APPENDIX A – MANDATORY CRITERIA – PART 2 OF 2

- 2.3.1 Various methods of compliance are listed in Appendix A – Mandatory Criteria –Part 2 of 2. The Bidder must carefully read the requested method(s) of compliance, as each method of compliance may differ among the mandatory criteria.
- 2.3.2 For a given criterion, the bidder must provide ALL requested information to sufficiently demonstrate compliance, and cross-reference the appropriate location(s) within the Bid where such information can be found.
- 2.3.3 The Bidder’s authorized representative must initial in the ‘Initials’ column for each mandatory requirement found in Appendix A – Mandatory Criteria – Part 2 of 2
- 2.3.4 The Bidder must respond with a ‘Yes’ or ‘No’ in the ‘Compliant (Y/N)?’ column for each mandatory requirement found in Appendix A – Mandatory Criteria – Part 2 of 2.
- 2.3.5 Failure to provide the requested information as per the defined method(s) of compliance and initial any given criterion will render that criterion Non-Compliant.
- 2.3.6 The following fictitious line item example is provided to demonstrate how to populate Appendix A – Mandatory Criteria – Part 2 of 2.

Item No.	Mandatory Requirement	Contract Reference	Method of Compliance	Compliant (Y/N)?	Initials	Bid Cross-Reference
M6	The proposed Barge Package must satisfy the defined design and construction requirements.	Annex B (TSOR)	The Bid must include a conceptual design drawing package for the proposed Barge Package that demonstrates compliance with the requirements detailed in Annex B.	<i>Yes</i>	<i>JD</i>	<i>Section 4 – p.88-90 of the Bid</i>

In this particular example, the Bidder has defined that that required narrative and illustrations to demonstrate compliance with the requirement, as per the defined method of compliance, is found in Section 4 – p.88-90 of the Bid.

TECHNICAL BID EVALUATION PLAN  
Mandatory Criteria – Part 1 of 2

APPENDIX A MANDATORY CRITERIA – PART 1 OF 2

Item No.	Mandatory Requirement	Contract Reference	Method of Compliance	Compliant (Y/N)	Initials	Bid Cross-Reference
M1	All requirement stipulated in Annex A (Statement of Work) will be met.	Annex A (SOW)	The Bid must include a signed Certificate of Compliance (Annex 2 to Part 4 of the Bid Solicitation) by its authorized representative.			
M2	All requirements stipulated in Annex B (Technical Statement of Requirement) will be met.	Annex B (TSOR)	The Bid must include a signed Certificate of Compliance (Annex 2 to Part 4 of the Bid Solicitation) by its authorized representative.			

TECHNICAL BID EVALUATION PLAN  
Mandatory Criteria – Part 2 of 2

**APPENDIX A MANDATORY CRITERIA – PART 2 OF 2**

Item No.	Mandatory Requirement	Contract Reference	Item No.	Method of Compliance	Compliant (Y/N)?	Initials	Bid Cross-Reference
M3	Within a period of one (1) year in the last five (5) years, the entity or entities who will manufacture the barges must have delivered barges and/or vessels totaling an invoiced amount of at least \$2,000,000 CAD.	Proven Capacity and Experience	M3 (i)	The Bid must include copies of invoices, issued by the entity or entities who will manufacture the barges, for a total of at least \$2,000,000 CAD of barges and/or vessels.			
			M3 (ii)	The date stated on each invoice provided as per M3 (i) must fall within the same one year (i.e. consecutive 12 month) period in the last five (5) years.			

TECHNICAL BID EVALUATION PLAN  
Mandatory Criteria – Part 2 of 2

Item No.	Mandatory Requirement	Contract Reference	Item No.	Method of Compliance	Compliant (Y/N)?	Initials	Bid Cross-Reference
M4	<p>Within a period of one (1) year in the last five (5) years, the entity or entities who will manufacture the barges must have delivered a total of 10 aluminum hulled barges and/or aluminum hulled commercial vessels.</p> <p>At least two of the 10 barges or vessels must have complied with the requirements of Transport Canada.</p>	Proven Capacity and Experience	M4 (i)	The Bid must list each entity that will manufacture the Barge Packages.			
			M4 (ii)	The Bid must include copies of invoices, issued by the entity or entities identified in M4 (i), for a total of 10 barges and/or vessels.			
			M4 (iii)	The date stated on each invoice provided as per M4 (ii) must fall within the same one year (i.e. consecutive 12 month) period in the last five (5) years.			
			M4 (iv)	<p><b>For at least two</b> of the barges and/or vessels indicated in the invoices provided as per M4 (ii), the Bid must include a copy of a document which states that the barge or vessel complies with the requirements of <u>Transport Canada</u> issued by either:</p> <p><u>Transport Canada</u>  <b>OR</b>  A <u>Transport Canada Recognized Organization (RO)</u></p> <p>The following are Transport Canada ROs:</p> <ol style="list-style-type: none"> <li>1) American Bureau of Shipping (ABS)</li> <li>2) Bureau Veritas (BV)</li> <li>3) DNV GL Group (DNV-GL)</li> <li>4) Lloyd's Register (LR)</li> <li>5) Nippon Kaiji Kyokai (ClassNK)</li> <li>6) Korean Register (KR)</li> <li>7) RINA Services SpA (RINA)</li> </ol>			

TECHNICAL BID EVALUATION PLAN  
Mandatory Criteria – Part 2 of 2

Item No.	Mandatory Requirement	Contract Reference	Item No.	Method of Compliance	Compliant (Y/N)?	Initials	Bid Cross-Reference
M5	<p>The Bid must demonstrate that the entity or entities performing welding or welding-related activities are qualified and certified to perform aluminum welding.</p> <p>Methods of Compliance M6 (i) and M6 (iii) for this Mandatory Requirement reference “International Institute of Welding Authorized Nominated Bodies for Company Certification (IIW-ANBCCs)” and “International Institute of Welding Authorized Nominated Bodies (IIW-ANBs)”.</p> <p>A complete list of IIW-ANBCCs can be found at: <a href="https://www.ewf.be/iw_man_cert_anbcc.aspx">https://www.ewf.be/iw_man_cert_anbcc.aspx</a></p> <p>A complete list of IIW-ANBs can be found at: <a href="https://www.ewf.be/qualifications-international-scope.aspx">https://www.ewf.be/qualifications-international-scope.aspx</a></p>	Annex B (TSOR) Section 4.2.7.1	M5 (i)	The Bid must list the entity or entities that will be performing welding or welding design on any part of the Barge Packages.			
			M5 (ii)	<p><b>For each entity</b> identified in M5 (i), the Bid must include a copy of the entity’s certification to <i>CSA W47.2-11 (R2015), Certification of Companies for Fusion Welding of Aluminum, Division 1</i> or 2.</p> <p><b>OR</b></p> <p>A copy of the entity’s certification to <i>ISO 3834-2:2005, Quality Requirements for Fusion Welding of Metallic Materials</i>, performed by an International Institute of Welding Authorized Nominated Body for Company Certification (IIW-ANBCC).</p>			
			M5 (iii)	The Bid must name a welding engineer who will participate in the design of the Barge Package.			
			M5 (iv)	<p>The Bid must include a copy of certification for the welding engineer named in M5 (iii) issued by the Canadian Welding Bureau (CWB).</p> <p><b>OR</b></p> <p>A copy of the welding engineer’s certification issued by any other International Institute of Welding Authorized Nominated Body (IIW-ANB).</p>			

TECHNICAL BID EVALUATION PLAN  
Mandatory Criteria – Part 2 of 2

Item No.	Mandatory Requirement	Contract Reference	Item No.	Method of Compliance	Compliant (Y/N)?	Initials	Bid Cross-Reference
			M5 (v)	The Bid must include a letter from the welding engineer identified in M5 (iii) stating that they will be available to participate in the Barge Package design if the Bid is successful.			
		Annex B (TSOR)	M6 (i)	The Bid must include a conceptual design drawing package for the proposed Barge Package.			
		Annex B (TSOR)	M6 (ii)	The conceptual design provided as per M6 (i) must include a <b>general arrangement drawing</b> of the Barge. A <b>general arrangement drawing</b> is considered to be an engineering drawing that shows the product and its components, interconnections between components, and overall dimensions.			
		Annex B (TSOR)	M6 (iii)	The conceptual design provided as per M6 (i) must include a <b>profile view</b> of the Barge.			
		Annex B 4.2.3.1	M6 (iv)	The conceptual design provided as per M6 (i) must state a <b>storage capacity of 20 m<sup>3</sup> or 40 m<sup>3</sup> as applicable.</b>			
		Annex B 4.2.3.1	M6 (v)	The conceptual design provided as per M6 (i) must have a <b>minimum of two storage tanks.</b>			
		Annex B 4.2.4.1 a)	M6 (vi)	The conceptual design provided as per M6 (i) must have a <b>raked bow and stern.</b>			
M6	The proposed Barge Package must satisfy the defined design and construction requirements.  Drawings provided as per the Methods of Compliance for this Mandatory Requirement should be submitted as both a high-resolution PDF and as high-resolution hard copies with legible text and features.						

**ANNEX 2 TO PART 4 OF THE BID SOLICITATION**

**CERTIFICATION OF COMPLIANCE**

As a Bidder, we have been given the opportunity to provide feedback on the content of the technical requirements for the Hard Shell Barge (20m<sup>3</sup> and 40m<sup>3</sup> aluminum barge) procurement (Solicitation F7047-170070/B).

We have also thoroughly reviewed and understood the requirements of the complete Solicitation.

By signing this "Certification of Compliance", we certify that we will satisfy the requirements for which this certificate was required as proof of compliance during the Request for Proposals stage, and that our products and services to be delivered against the resulting contract will comply with these same requirements.

Company Name of the Bidder: \_\_\_\_\_

Name of Bidder's Authorized Representative: \_\_\_\_\_

Signature of Bidder's Designated Authority: \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEX 1 to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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)