



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions – TPSGC

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Works and Government
Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux: Travaux Publics et Services
Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

Title - Sujet Curtain Side Trailer	
Solicitation No. - N° de l'invitation F7047-200010/A	Date 2020-05-19
Client Reference No. - N° de référence du client F7047-200010	
GETS Reference No. - N° de référence de SEAG PW-\$ERD-006-27767	
File No. - N° de dossier 006erd.F7047-200010	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-06-29	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Liagridonis, Tom	Buyer Id - Id de l'acheteur 006erd
Telephone No. - N° de téléphone (819) 360-1231 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, Technical Bid Evaluation Plan and various forms.

The Schedules include the Basis of Payment and Deliveries and Milestone Payments.

1.2 Summary

This procurement is part of the Environmental Response Equipment (ERE) Program for the Canadian Coast Guard, and forms part of the Oceans Protection Plan announced in November 2016. Under the ERE Program, Canadian Coast Guard is renewing its suite of environmental response equipment, ensuring a robust and strategic national response capability. The ERE Program will replace aging environmental response equipment and introduce some new technologies to over 80 locations across the country through approximately 50 to 100 unique procurements for different types of equipment.

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.

The CCG requires Curtain Side 53-Foot Trailers to respond to marine pollution incidents and/or other CCG operations. The Curtain Side 53-Foot Trailer will be deployed in areas accessible by highway, secondary road, and moderate cross-country terrain throughout Canada in support of the CCG Environmental Response (ER) and used to transport and store large and bulky equipment. The Curtain

Side 53-Foot Trailer will provide tie-down points throughout the trailer to secure multiple items in different configurations.

The requirement is for seven (7) Curtain Side 53-Foot Trailers with the option to acquire up to two (2) additional Curtain Side 53-Foot Trailers.

The period of the resulting contract will be from the date of contract to December 31, 2022 (inclusive) with Canada having irrevocable options to extend the term of the contract by up to three additional one year periods as specified in the resulting contract clauses under the same conditions. Delivery destinations are identified in Schedule B.

The resulting contract may also be utilized for deliveries to other federal, provincial, territorial, and municipal government organizations and Crown corporations.

Public Works and Government Services Canada (also known as Public Services and Procurement Canada) is leading this procurement on behalf of the Canadian Coast Guard. Enquiries regarding this bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation.

Only bids submitted using epost Connect service will be accepted.

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 bid solicitation may establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

At the time when a Task Authorization is issued, the Contracting Authority and/or Project Authority will discuss with the Contractor to determine if there is an opportunity to include an Indigenous Benefits Plan which generates socio-economic benefits (employment, training and subcontracting) for Indigenous people or businesses.

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 - 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 <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.

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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 **10 working days** from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 180 days

2.1.1 SACC Manual Clauses

2.1.1.1 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Bid Receiving Unit - National Capital Region
Bid Receiving - PWGSC

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

E-mail address for epost Connect service:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note:

Bids will not be accepted if e-mailed directly to this email address.
This e-mail address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the e-mail address above at least six days before the solicitation closing date.

Bids submitted by facsimile, hardcopy, or any electronic means (other than the epost Connect service provided by Canada Post Corporation) 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.

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.

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 **ten (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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions.

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

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

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

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

Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate technical manuals or brochures that are not submitted with the bid, or any information provided by reference (e.g. Web sites).

3.1.1 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.

3.1.2 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 and describe their approach 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.

3.1.2.1 Substantial Information

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

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).

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.

3.1.3 Section II: Financial Bid

3.1.3.1 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.

The Bid must be submitted in Canadian currency.

3.1.3.2 Electronic Payment of Invoices – Bid

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

If Annex 1 to Part 3 of the Bid Solicitation Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.3.3 Exchange Rate Fluctuation

3.1.3.3.1 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation for the initial Period of the Contract as specified in Article 7.4.1 (Period of the Contract). Requests for exchange rate fluctuation risk mitigation for the initial Period of the Contract will not be considered. All bids including such provision will render the bid nonresponsive.

3.1.3.3.2 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations for the items identified in Schedule A (Basis of Payment) - Section 5 (Optional Goods and/or Services).

If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments (Annex D) with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form PWGSC-TPSGC 450, for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

3.1.3.4 Delivery Dates

Bidders must submit their delivery dates in accordance with Schedule A.

If a proposed Delivery Date for any applicable item in Schedule A - Section 4 (Required Goods and Services) exceeds 365 calendar days from date of Contract, the bid will be deemed non-responsive and not given any further consideration.

3.1.4 Section III: Certifications

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

3.1.5 Bidder's Checklist

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

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 may retain any independent consultant or use any resources to evaluate any bid or portion thereof. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- d. Where Canada has made a determination that a bid has failed any individual mandatory element of the Solicitation, Canada reserves the right to not proceed further in the evaluation of the bid and may deem the bid non-responsive.
- e. Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process (PBCP)

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.

- d. The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2018-05-22) 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.
- 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.

- 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 or decrease 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).

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

1. The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2010, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax or the Harmonized Sales Tax extra.

Additional terms specific to a particular evaluated price may also apply.

2. The following "Evaluated Price" equation will be used to determine the evaluated price of the bid based on the prices inserted by the Bidder in its bid Schedule A (Basis of Payment):

Using the Items listed in Schedule A,

Evaluated Price = A + B

A = (Sum of the extended prices of items 1 – 5 (inclusive))

B = (Sum of the extended prices of items 6 – 7 (inclusive))

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

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

-This is repeated for items 2 – 5 inclusive.

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

- Item #6 Maximum Quantity x (Item #6 Firm Unit Price Option Year 1 + Item #6 Firm Unit Price Option Year 2 + Item #6 Firm Unit Price Option Year 3 + Item #6 Firm Unit Price Option Year 4 / 4) = Item #6 Extended Price.

-This is repeated for item 7 inclusive.

3. The quantities and factors used in the "Evaluated Price" equation are for bid evaluation purposes only. There is no guarantee that the factored quantities of the optional items used in the "Evaluated Price" equation will be procured.

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the 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 Certification of Compliance (Annex 2 to Part 4 of the Bid Solicitation) to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.4 Welding Certification

Before contract award and within 21 calendar days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its or its subcontractor's certification as follow:

5.2.4.1 Steel – Weld Procedure and Welding Personnel Qualification Requirements

The contractor or subcontractors performing the welding of steel must meet one of the following requirements for qualification of welding procedures and welding personnel – welding supervisors, welders and tack welders:

1. Certification by the Canadian Welding Bureau (CWB) to CSA Standard W47.1-2019 Division 1, 2 or 3.
2. Certification by an International Institute of Welding (IIW) Authorized National Body for Company Certification (ANBCC) to ISO Standard 3834 – 1, 2 or 3.
3. Third party accredited organization administration of American Welding Society (AWS) D1.1: 2015– Structural Welding Code Steel

5.2.4.2 Aluminum – Weld Procedure and Welding Personnel Qualification Requirements

The contractor or subcontractors performing the welding of aluminum must meet one of the following requirements for qualification of welding procedures and welding personnel – welding supervisors, welders and tack welders:

1. Certification by the Canadian Welding Bureau (CWB) to CSA Standard W47.2-2011 (R2015) Division 1, 2 or 3.
2. Certification by an International Institute of Welding (IIW) Authorized National Body for Company Certification (ANBCC) to ISO Standard 3834 – 1, 2 or 3.
3. Third party accredited organization administration of American Welding Society (AWS) D1.2: 2014 – Structural Welding Code Aluminum

5.2.5 Insurance - 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 7 – RESULTING CONTRACT CLAUSES, 7.13.1 Commercial General Liability Insurance.

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.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

Not used.

6.2 Financial Capability

Not used.

6.3 Bid Financial Security

Not used.

6.4 Controlled Goods Requirement

Not used.

6.5 Insurance Requirements

G2001C (2018-06-21) Commercial General Liability Insurance

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 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.

7.1.1 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 options 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 options on multiple occasions and at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.1.2 Clients

7.1.2.1 Primary Client

The primary client of the Contract is the Department of Fisheries and Oceans - Canadian Coast Guard.

7.1.2.2 Potential Clients

The Contract may also be utilized for deliveries in Canada to other clients including other federal, provincial, territorial, and municipal government organizations and Crown corporations if authorized by the Contracting Authority after consultation with the Department of Fisheries and Oceans - Canadian Coast Guard.

In the case of a delivery to a client other than the Department of Fisheries and Oceans - Canadian Coast Guard, terms (such as "Canada" and "Canadian Coast Guard") used throughout the Contract may be replaced to better reflect the client for that specific delivery.

7.1.3 Work Arisings

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

7.1.4 Task Authorization

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

7.1.4.1 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. At the time when the Task Authorization is provided to the Contractor, the Contracting Authority or Project Authority will discuss with the Contractor to determine if there is an opportunity to include an Indigenous Benefits Plan which generates socio-economic benefits (employment, training and subcontracting) for Indigenous people or businesses.
4. 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.
5. 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.

7.1.4.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of **\$(to be announced at contract award)**, Applicable Taxes included, inclusive of any revisions.

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

7.1.4.3 Canada's Obligation - Portion of the Work - Task Authorizations

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

7.1.4.4 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.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2030](#) (2018-06-21), General Conditions - Higher Complexity - Goods, and

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

7.2.2 Supplemental General Conditions

[4010](#) (2012-07-16), Services – Higher Complexity, apply to and form part of the Contract.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from Date of Contract to December 31, 2022 inclusive.

7.4.2 Delivery Date

The Contractor must make complete delivery by the Delivery Dates identified in Schedule B.

7.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the

extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4.4 Comprehensive Land Claims Agreements (CLCAs)

At the time when a Task Authorization is provided to the Contractor, any applicable Comprehensive Land Claims Agreements will be identified.

At the time when a Task Authorization is provided to the Contractor, the Contracting Authority or Project Authority will discuss with the Contractor to determine if there is an opportunity to include an Indigenous Benefits Plan which generates socio-economic benefits (employment, training and subcontracting) for Indigenous people or businesses.

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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Tom Liagridonis
Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Marine Charter Services Directorate
200 Kent Street
Ottawa, Ontario

Telephone: 819-360-1231

E-mail address: Tom.Liagridonis@tpsgc-pwgsc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract is:

< to be announced upon contract award >

The Project Authority is the representative of the Canadian Coast Guard and is responsible for the comprehensive delivery of the Project. The Project Authority oversees all project matters, including both technical and the ongoing project management content of the work on behalf of the Canadian Coast Guard. Project 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.

7.5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

E-mail: _____

7.6 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.

7.7 Payment

7.7.1 Basis of Payment

7.7.1.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm prices as specified in Schedule A. Customs duties are included and Applicable Taxes are extra.

7.7.1.2 Basis of Payment - 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.

7.7.1.3 Basis of Payment: Cost Reimbursable – Limitation of Expenditure – Transport and Insurance Expenses *(if applicable)*

The Contractor will be reimbursed its expenses reasonably and properly incurred in the performance of the transport and insurance of Goods, at cost, without any allowance for profit and/or administrative overhead, to the limitation of expenditure identified in the Task Authorization.

With the exception of transport and insurance costs, all costs, including customs duties, are included in the Firm Unit Price of each Good. Applicable Taxes are extra.

All payments are subject to government audit.

7.7.2 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.

7.7.2.1 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.

7.7.3 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.

7.7.4 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; and
- c. the Work delivered has been accepted by Canada.

7.7.5 Milestone Payments - Subject to holdback (if applicable)

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 **90 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 milestone payments paid by Canada does not exceed **90 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 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.

7.7.6 Exchange Rate Fluctuation Adjustment (if applicable)

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$\text{Exchange rate adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$

where formula variables correspond to:

FCC

Foreign currency component (per unit)

Qty

quantity of units

i_0

Initial exchange rate (CAN\$ per unit of foreign currency [for example US\$1]).

The initial exchange rate is set as the Bank of Canada rate on the solicitation closing date.

The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

i_1

Exchange rate for adjustments (ERA) (CAN\$ per unit of foreign currency [for example US\$1]). The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

- a. The ERA for goods will be the Bank of Canada rate on the date the goods were delivered.
 - b. The ERA for services will be the Bank of Canada rate on the last business day of the month for which the services were performed.
 - c. The ERA for advance payments will be the Bank of Canada rate on the last business day prior to the payment. The last published business day rate will be used for non-business days.
4. The Contractor must indicate the total exchange rate adjustment amounts (whether they are upward, downward or present no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments (Annex D).
5. The exchange rate adjustment will only impact the payment to be made by Canada where the Exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (that is $[i_1 - i_0] / i_0$).
6. Canada reserves the right to audit any revision to costs and prices under this clause.

7.7.7 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)

7.7.8 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.

7.7.9 Time Verification

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

7.7.10 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.

7.8 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; and
- 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; and
- b. a copy of the invoices, receipts, vouchers for all direct transport and insurance, and travel and living expenses.

2. Applicable Taxes must be calculated on the total amount of the claim.
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 completed.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.9.2 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.

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) Schedule A, Basis of Payment;
- (c) Schedule B, Deliveries and Milestones;
- (d) the supplemental general conditions 4010 (2012-07-16), Services - Higher Complexity;
- (e) 1031-2 (2012-07-16), Contract Cost Principles;
- (f) the general conditions 2030 (2018-06-21), General Conditions - Higher Complexity - Goods;
- (g) Annex A, Statement of Work;
- (h) the signed Task Authorizations (including all of its annexes, if any); and
- (i) the Contractor's bid dated _____.

7.12 Foreign Nationals (*if applicable*)

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 Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.13 Insurance

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

7.13.1 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. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

7.14 Controlled Goods Program

Not used.

7.15 Limitation of Liability

Not used.

7.16 Access to Government Site, Facility, or Equipment

7.16.1 Government Site Regulations

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

7.16.2 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.

7.16.3 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.

7.17 Shipping Instructions

7.17.1 Delivery Instructions

7.17.1.1 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, import clearances, and Applicable Taxes. **Delivery includes any loading and unloading expenses.**
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 at least 2 business days in advance of the delivery time. The consignee may refuse deliveries when prior arrangements have not been made.
4. Refer to Schedule B for additional instructions.

7.17.1.2 Delivery Instructions for Optional Goods (if applicable)

1. The Task Authorization Process will be followed for the delivery of any Optional Goods.
2. The Contractor must provide a minimum of three quotations identifying the end-to-end transport costs, including insurance for replacement cost of the shipment, to support the price quoted in the Task Authorization.

The Contractor must also provide the following information concerning transport costs for the delivery of the units to destination:

- a. shipping weight by unit;
- b. number of items by unit;
- c. cubic measurement by unit;
- d. freight classification;
- e. name of shipping point;
- f. name of rail carrier, if shipment is by rail; and
- g. recommended method of shipment and its costs.

If other than the lowest or sole source is being recommended, the reason must be noted. The Contracting Authority must be permitted to correspond with any proposed transport service provider regarding the price in the presence of the Contractor's representative. The accepted quote will be used as the basis of the limitation of expenditure for transport and insurance costs.

3. Import clearance, transport and insurance costs must be shown as separate items on the claim of payment, supported by a certified copy of the bill of lading and invoice.
4. Goods must be consigned to the destination specified in the Task Authorization and delivered: Delivered Duty Paid (DDP) (specified destination) Incoterms 2010.
5. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport,

import clearances, and customs clearance, including the payment of customs duties and Applicable Taxes. **Delivery includes any loading and unloading expenses.**

6. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the designated contact person at least 2 business days in advance of the delivery time. The consignee may refuse deliveries when prior arrangements have not been made.
7. Refer to Schedule B for additional instructions.

7.17.2 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/ispms/>).

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>).

7.17.3 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.

7.17.4 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.

7.17.5 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.

7.17.6 Delivery of Dangerous Goods/Hazardous Products *(if applicable)*

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.

SCHEDULE A

BASIS OF PAYMENT

Instructions to Bidders:

The Bidder must complete the fill-ins and tables in Sections 4 and 5 of Schedule A and Sections 3 and 4 of Schedule B 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 unit prices for each item in:
 - i. Section 4 (Required Goods and/or Services); and*
 - ii. Section 5 (Optional Goods and/or Services).**
- e. The Bidder must propose dates (in calendar days from date of Contract). These proposed dates will be used as firm delivery dates for any resulting contract.*
- f. Delivery of some or all applicable Items in Section 4 (Required Goods and/or Services) is requested within 120 calendar days from date of Contract.*
- g. All Items in Section 4 (Required Goods and/or Services) must be delivered within 365 calendar days from date of Contract.*
- h. The Bidder is requested to identify its proposed Delivery Dates for each applicable Item in Schedule B (Deliveries and Milestones).*
- i. If a proposed Delivery Date for any applicable item in Section 4 (Required Goods and/or Services) exceeds 365 calendar days from date of Contract, the bid will be deemed non-responsive and not given any further consideration.*
- j. If any Delivery Date element is left blank, Canada will insert "Within 365 calendar days" for that element.*
- k. The Bidder is requested to insert "\$0.00" for any cost 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; and*
- l. 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. General

- a. Prices include customs duties but Applicable Taxes are extra.
- b. **Travel and living expenses must not be included.** Travel and living expenses will be paid in accordance with Article 7.7.3 (Travel and Living Expenses - National Joint Council Travel Directive) of the resulting Contract.
- c. The price takes into account any notes associated with the Item and/or cost element.
- d. Items must be invoiced based on the price established for the date of the order (via Contract or Contract Amendment) and not the delivery or acceptance date.

For example, if prices were based on the calendar year and a contract amendment was issued on December 31, 2019 to purchase a widget but the widget was not delivered until January 1, 2020, the contract amendment and invoice for the order must reflect the Year 2019 price and not the Year 2020 price.

2. Currency

All prices are in Canadian currency.

3. Item Descriptions

- a. One unit of the **Curtain Side 53-Foot Trailers** includes:
 - all requirements **in accordance with the Contract including SOW and all Annexes and Appendices.**
- b. One unit of **Complete delivery** includes complete delivery of the identified Quantity as per the Delivery Instructions in Section 7.17 to Destination.
- c. One unit of **Documentation** includes the generation and supply of all documentation specified in the Contract including all Annexes and Appendices.

4. Required Goods and/or Services

Item No.	Short Item Description ¹	QTY	Firm Unit Price	Extended Price
1	Supply a complete Curtain Side 53-Foot Trailer in accordance with the Contract including SOW and all Annexes and Appendices. (Refer to 3. Item Descriptions)	7		
2	Complete delivery of Item 1 to Saanichton, BC (Refer to Note A)	2		
3	Complete delivery of Item 1 to Cardinal, ON (Refer to Note A)	4		
4	Complete delivery of Item 1 to Hay River, NWT (Refer to Note A)	1		
5	Documentation – Generate and supply all of the required Drawing Packages and all documents in accordance with Annex A, Statement of Work.	1		

Notes:

¹: A short description of the Item that must be supplied in accordance with the Contract including all Annexes and Appendices.

A: This price represents an amount in addition to the price for the noted items for DDP delivery of such items to the noted destination. **Delivery includes any loading and unloading expenses.**

4.1 Changes to the Delivery Destinations or Quantities

Should it be necessary to change delivery destinations or quantities, the parties will negotiate such terms in accordance with Article 7.7.1.3 of the Contract.

5. Optional Goods and/or Services

Item #	Item Description ⁶	Maximum QTY ⁷	Firm Unit Price DDP Destination ⁸	Firm Unit Price DDP Destination ⁸	Firm Unit Price DDP Destination ⁸	Firm Unit Price DDP Destination ⁸
6	Curtain Side 53-Foot Trailer in accordance with the attached Annex A – Statement of Work Requirements. Destination – Canso, Nova Scotia (Refer to 3. Item Descriptions)	Up to 1	Date of contract award to December 31, 2022 (Option Pricing Year 1)	January 1, 2023 to December 31, 2023 (Option Pricing Year 2)	January 1, 2024 to December 31, 2024 (Option Pricing Year 3)	January 1, 2025 to December 31, 2025 (Option Pricing Year 4)
7	Curtain Side 53-Foot Trailer in accordance with the attached Annex A – Statement of Work Requirements. Destination – Mount Pearl, Newfoundland (Refer to 3. Item Descriptions)	Up to 1				

Notes (Table 4 Optional Goods and Services):

⁶: A brief description of the item that must be delivered in accordance with the Contract including all Annexes and Appendices.

⁷: Optional Items may be procured on as many occasions as necessary up to the identified maximum total quantity for which the unit price applies.

⁸: The Firm Unit Price for the Item includes all costs Delivered Duty Paid (DDP), Canadian customs duties and excise taxes included, and the applicable taxes excluded.

Delivery includes any loading and unloading expenses.

The Firm Unit Price for the Item does not include travel and living expenses for any applicable commissioning and/or training. Travel and living expenses for any applicable commissioning and/or training associated with the Item will be paid in accordance with Article 7.7.3 of the Contract.

5.1 Changes to the Delivery Destinations or Quantities

Should it be necessary to change delivery destinations, the parties will negotiate such terms in accordance with Article 7.7.1.3 of the Contract.

6. Work Arisings and Task Authorizations

Work Arisings and Task Authorizations may be negotiated and authorized at any time during the Period of the Contract.

For satisfactory performance of authorized work, as specified in each individual Task Authorization, payment shall be made in accordance with the Basis of Payment for the individual Task Authorization. Price certification and/or other methods of price verification may be required if necessary.

SCHEDULE B

DELIVERIES AND MILESTONES

1. Deliveries

- a. Destination addresses will be provided after contract award.
- b. Additional Canadian delivery destinations may be included if and when any options are exercised.

2. Delivery Date Changes

Delivery date is an essential part of this contract. Except for a claim of excusable delay pursuant to Article 11 (Excusable delay) of the General Conditions 2030, any changes to the delivery date(s) specified in the Contract will prejudice Canada and will, at Canada's discretion, result in any or all of the following:

- a. Contract Termination in accordance with Article 31 (Default by the Contractor), and the Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source;
- b. Consideration for Contract Amendment: Delivery date(s) will not be extended without consideration being provided by the Contractor in the form of adjustment to the price, warranty, and/or goods and services provided; and
- c. The execution of any applicable actions outlined in vendor performance policies established by Canada.

3. Schedule of Deliveries - Required Goods and/or Services

Item No.	Item Description	Destination	Quantity	Delivery Date (days after contract award)
1 & 2	Curtain Side 53-Foot Trailer in accordance with the attached Annex A – Statement of Work Requirements.	Saanichton, British Columbia	2	
1 & 3	Curtain Side 53-Foot Trailer in accordance with the attached Annex A – Statement of Work Requirements.	Cardinal, Ontario	4	
1 & 4	Curtain Side 53-Foot Trailer in accordance with the attached Annex A – Statement of Work Requirements.	Hay River, NWT	1	
5	Documentation – Generate and supply all of the required Drawing Packages and all documents in accordance with Annex A, Statement of Work.	To Be Determined after contract award	1	To Be Determined after contract award

4. Schedule of Deliveries - Optional Goods and/or Services

Item No.	Item Description	Destination	Quantity	Delivery Date (days after option exercised)
6	Curtain Side 53-Foot Trailer in accordance with the attached Annex A – Statement of Work Requirements.	Canso, Nova Scotia	1	
7	Curtain Side 53-Foot Trailer in accordance with the attached Annex A – Statement of Work Requirements.	Mount Pearl, Newfoundland	1	

5. Milestones *(if applicable)*

To Be Determined after contract award.

Annex A
Statement of Work

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

Curtain Side 53-Foot Trailer

April 28, 2020

STATEMENT OF WORK
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STATEMENT OF WORK
ACRONYMS AND ABBREVIATIONS

LIST OF ACRONYMS AND ABBREVIATIONS

ASME	American Society of Mechanical Engineers
ASTM	Formerly known as the American Society for Testing and Materials
CCG	Canadian Coast Guard
CSA	Canadian Standards Association
CWB	Canadian Welding Bureau
DD	Two-digit day
GVWR	Gross Vehicle Weight Rating
ISO	International Organization for Standardization
MM	Two-digit month
OEM	Original equipment manufacturer
SAE	Society of Automotive Engineers
SOW	Statement of Work
UV	Ultraviolet
YYYY	Four-digit year

STATEMENT OF WORK
INTRODUCTION

SECTION 1 INTRODUCTION

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 object of the Environmental Response Equipment Modernization/Mobile Incident Command Equipment (EREM/MICE) Project is to modernize CCG's response equipment inventory and supporting infrastructure.

1.2. PURPOSE

The CCG requires Curtain Side 53-Foot Trailers to respond to marine pollution incidents and/or other CCG operations. The Curtain Side 53-Foot Trailer will be deployed in areas accessible by highway, secondary road, and moderate cross-country terrain throughout Canada in support of the CCG Environmental Response (ER) and used to transport and store large and bulky equipment. The Curtain Side 53-Foot Trailer will provide tie-down points throughout the trailer to secure multiple items in different configurations. This Statement of Work (SOW) document defines the functional- and performance-based requirements for the Curtain Side 53-Foot Trailer (hereinafter referred to as the "Trailer").

1.3. SCOPE

Any requirements, specifications, and other indications in this SOW pertaining to the Trailer also pertain to each individual component of the Trailer, whether they are acquired together as a complete package, individually, or in any other combination.

1.4. DOCUMENT CONVENTION

The following conventions apply to this SOW:

- a. 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.
- b. Both the metric system and the imperial system of measurements may be indicated in this SOW. Conversions from one system of measurement to the other may not be exact.

1.5. DEFINITIONS

The following definitions apply to this SOW:

Terminology	Definition
Canada Motor Vehicle Safety Standards (CMVSS)	Transport Canada standards, which all vehicles made or sold in Canada and all vehicles imported into Canada, must meet.
Curb Weight	The weight of the fully equipped Trailer. The Curb Weight includes the trailer, all attached components, accessories, equipment, and lubricants. The Curb Weight does not include the Payload.
Equivalent	A standard, means, or component type, which Canada has approved for this

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Terminology	Definition
	requirement as meeting the specified requirements for fit and function.
Fully Operational	A quality of readiness whereby an item has been specifically designed to function or perform in the stated environmental condition(s). A Trailer is “fully operational” when it is unhitched from its towing vehicle and supported by integral level jacks and tongue support and continuous power is delivered to the Trailer.
Gross Vehicle Weight Rating (GVWR)	The maximum operating weight of the Trailer in accordance with this SOW and confirmed by the manufacturer.
Marine-Grade	A quality of a product specially formulated or treated to withstand use in a marine environment.
Off-the-Shelf	Any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business.
Provided	The element in question must be delivered, installed, and integrated in a fully operational state.
Storage Condition	The Trailer is parked on level ground.

SECTION 2 REFERENCE DOCUMENTATION

2.1. APPLICABLE STANDARDS AND REGULATIONS

The Trailer must conform to all applicable laws, regulations, and industrial standards governing manufacture, safety, noise levels, and pollution in effect in Canada at the time of manufacture. International equivalent laws, regulations, and industrial standards will be accepted only if certified for equivalency by a Professional Engineer.

The following standards and specifications apply to the Trailer:

- i. Motor Vehicle Safety Regulations, C.R.C., c.1038
- ii. Motor Vehicle Safety Act, S.C. 1993, c. 16
- iii. Hazardous Products Act, R.S.C., 1985, c.H-3
- iv. Trailers: Federal Lighting Equipment Location Requirements, TP 14117
- v. ASTM A123/A123M-09, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
- vi. ASTM A153/A153M-16a, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
- vii. ASTM A143/A143M-07 (2014) Standard Practice for Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedure for Detecting Embrittlement
- viii. ASTM A384/A834M-07 (2019) Standard Practice for Safeguarding Against Warpage and Distortion During Hot-Dip Galvanizing of Steel Assemblies
- ix. ASTM A385/A835M-17 Standard Practice for Providing High-Quality Zinc Coatings (Hot-Dip)
- x. ASTM A413/A413M-07 (2012), Standard Specification for Carbon Steel Chain
- xi. ASTM A653/A653M-19a, Standard Specification for Steel sheet, zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
- xii. ASTM A780/A780M-09 (2015) Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
- xiii. CSA Certification of Companies for Fusion Welding of Steel, W47.1-09
- xiv. CSA Certification of Companies for Fusion Welding of Aluminum, W47.2-11 (R2015)
- xv. CSA W59-18, Welded Steel Construction
- xvi. CSA Welded Aluminum Construction standard, W59.2
- xvii. CSA C22.2 NO 18: Outlet Boxes, Conduit Boxes, Fittings, and Associated Hardware;
- xviii. CAN/CSA-G164-M92 (R2003) Hot Dip Galvanizing of Irregularly Shaped Articles
- xix. CAN/CSA-Z241 Series-92 (R1998)
- xx. ISO 3834-2:2005 Quality requirements for fusion welding of metallic materials – Part 2: Comprehensive quality requirements
- xxi. ISO 3864-1, Safety Colors and Safety Signs, Part 1: Design Principles for Safety Signs and Safety Markings;
- xxii. ISO 3864- Safety Colors and Safety Signs, Part 2: Design Principles for Product Safety Labels
- xxiii. Canadian Electrical Code, CSA C22.1
- xxiv. Lubricant Fittings, SAE J534

2.2. SUPERSEDEDENCE

Unless otherwise specified by Canada, any amendment issued to the documents specified in section 2.11 must reflect the version in effect on the date of Contract Award.

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SECTION 3 TRAILER REQUIREMENTS

3.1. DESIGN OVERVIEW

3.1.1. GENERAL CONSIDERATIONS

- 3.1.1.1. The Trailer must be able to be registered and pass a Motor Vehicle Safety (MVS) inspection in any Province or Territory in Canada as delivered without any additional costs to Canada.
- 3.1.1.2. The Contractor must standardize the equipment, fittings, fasteners, hardware, attachments, and fabrication methods used in all Trailers to minimize the number of unique spares. Identical components must be used in all Trailers, subject to Canada's design acceptance.
- 3.1.1.3. All equipment must be installed per the OEM installation recommendations.

3.2. OPERATIONAL REQUIREMENTS

The Trailer must meet the following operational requirements:

A.1	The Trailer must be fully operational in all Canadian environments and when subjected to rain, sleet, snow, and ocean spray during transportation, operational deployment, and storage.
A.2	The Trailer must be deployable by road anywhere in Canada in support of CCG operations, including on highways, secondary roads, gravel, dirt roads, and grass field terrain in year-round conditions including snow, rain, and ice.
A.3	The Trailer must operate with a full payload on highways and secondary roads at speeds of at least 100 km/h, on gravel roads at speeds of at least 40 km/h, and moderate cross-country terrain at speeds of up to 5 km/h.
A.4	The Trailer must have a permanently affixed National Safety Mark (NSM) label.

3.3. TRAILER CONSTRUCTION REQUIREMENTS

3.3.1. TRAILER CONSTRUCTION AND LAYOUT REQUIREMENTS

The Trailer must meet the following layout requirements:

B.1 General Requirements

B.1.1	The Trailer must be a 53-foot design with a drop deck, flatbed platform. The Trailer height and width must comply with all provincial and territorial maximums.
B.1.2	The Trailer must not exceed the Gross Vehicle Weight Rating (GVWR) of 80,000 lb. and comply with CMVSS.
B.1.3	The Trailer must be a tractor trailer fifth wheel coupling design.
B.1.4	The Trailer must be designed and constructed to support the full GVWR of the Trailer and all live loads that could apply during storage, deployment, or when operating at highway speeds in Canada.
B.1.5	The Trailer must be equipped with tires with a total combined weight capacity greater than the Trailer GVWR. Tire selection and marking are subject to Canada's acceptance.

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B.1.6	The Trailer must be equipped with heavy-duty, flexible, and replaceable mud flaps.
B.1.7	The Trailer must be equipped with a spare tire assembly mounted on the Trailer and ready for service identical to the other tire assemblies furnished with the Trailer. Canada must approve the spare tire mounting location.
B.1.8	A wheel lug nut wrench that fits the Trailer's lug nuts must be provided.
B.1.9	Wheel chocks that are carried in transport and can be installed following deployment or during storage must be provided. The chocks must prevent accidental movement of the Trailer. Canada must approve of the storage location.
B.1.10	The Trailer must be equipped with an air brake system with the capacity to handle the GVWR of the Trailer.
B.1.11	The Trailer must be equipped with a breakaway kit with the capacity to handle the GVWR of the Trailer and interact with the brake system.
B.1.12	The Trailer must be equipped with galvanized steel Trailer rims, including spare tire.
B.1.13	The Trailer must be fitted with two (2) landing gears with universal mounts, crank handle, and sandshoes, subject to Canada's acceptance. The landing gears must have, at a minimum, a lifting capacity of the Trailer's GVWR.
B.1.14	The Trailer floor must be a hardwood deck or aluminum with hardwood nailing strips, subject to Canada's acceptance.
B.1.15	The Trailer must be fitted with no less than 12 sliding trailer winches or other appropriate means, on the curbside and roadside of the Trailer with appropriate secure points on opposite sides. Type of securement and installation locations are subject to Canada's approval.
B.1.16	The Trailer must include a registration holder and document holder, subject to Canada's acceptance.
B.1.17	The Trailer frame must have a corrosion-resistant coating, subject to Canada's acceptance.

B.2 Exterior

B.2.1	The exterior must be designed to prevent any water seepage into the Trailer.
B.2.2	The solid roof must be designed with frame members to accommodate all loads that would be expected in conditions year-round while stored outside in Canada (i.e. snow and wind loads).
B.2.3	The curtain sides must be designed with frame members to accommodate all loads that would be expected in conditions year-round while stored outside in Canada (i.e. snow and wind loads). The curtains must have reinforced sealed webbing tie-downs.
B.2.4	The roof must shed water and ice.
B.2.5	The Trailer must have two (2) full-width rear doors, directly adjacent to each other. The doors must open outwards. The doors must have a means to be permanently locked from the outside with a padlock.
B.2.6	The doors must be fitted with hold open devices that secures them in the fully open position.
B.2.7	All access points (i.e. curtain sides and door) must form a water-tight seal when closed.

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B.2.8	The Trailer must be accessible to the curbside roadside of the Trailer and must have manually operated curtain side walls retractable from front-to-rear and rear-to-front to facilitate forklift loading and unloading.
B.2.9	The Trailer must have interchangeable stainless steel buckles on full strength-rated straps to secure the curtain to the Trailer sides during transport.

B.3 Identifications and Markings

B.3.1	The Trailer must be provided with a rear mounted and recessed (or protected from damage) license plate holder.
B.3.2	The Trailer must have the following weatherproof and permanently affixed labels located in a conspicuous and protected location: manufacturer's name, model, and serial number; manufacturer's Vehicle Identification Number (VIN); the Trailer's capacity rating on the drawbar; and the product identifier. All warning and instruction labels must be in both Canadian English and French or ISO 3864-1 and ISO 3864-2 symbol format.
B.3.3	Any equipment or part of the Trailer that has a safe working load limit, maximum capacity, or load rating must have that number labeled with an engraved aluminum plate unless otherwise specified by Canada.
B.3.4	The product identifier must comply with the following format: ABCD-DD-MM-YYYY-Manufacturer's Serial #, where all text must be a sans serif typeface of at least 1 cm in height. ABCD represents 4 letters to be chosen by the manufacturer to represent their company name while DD-MM-YYYY represents the date of manufacture. The proposed product identifier is subject to Canada's acceptance.

3.3.2. ELECTRICAL/LIGHTING REQUIREMENTS

The Trailer must meet the following electrical and lighting systems requirements:

C.1. General Requirements

C.1	The Trailer must function with a tow vehicle operating with 12 volt electrical systems.
C.2	The Trailer must be fitted with a 7-way round pin tractor trailer electrical connector.
C.3	All Trailer electrical must be designed to be powered by the tow vehicle via the connection specified in C.2.
C.4	The Trailer must have lights and reflectors installed in accordance with CMVSS and all standards outlined in section 2.1 of the SOW.

3.3.3. FABRICATION REQUIREMENTS

The Trailer must meet the following fabrication requirements:

D.1	The Trailer must be constructed and finished with a high degree of workmanship, where surfaces are free from blemishes, burrs, defects, irregularities, sharp edges, and other conditions that would be deleterious to the finished component.
D.2	Parts must be properly aligned to preclude any binding and deformation as a result of assembly or operation.
D.3	All welds and coatings must be uniform, complete, and free of cracks, porosity, and scratches.
D.4	There must not be open ends of any of the frame members used in the construction of the Trailer.

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D.5	All OEM parts, materials, and equipment must be installed or applied as per the manufacturer's complete instructions.
D.6	All welding must be completed in accordance with Appendix A – Welding Requirements, see Appendix A for details on welding procedures, certifications and inspections.
D.7	All parts and equipment must be kept clean and protected against dust, moisture, rapid temperature changes, and foreign matter during manufacture, storage, pre installation staging, assembly, installation, and post installation.
D.8	All fasteners used must be easily removable if access is required for maintenance and resist loosening due to shock and vibration loading. Nylon-insert lock nuts or lock washers must be used on all bolted connections.
D.9	All threaded fasteners and associated hardware must conform to the dimensions and tolerances defined in an internationally recognized standard, such as, but not limited to ASME, ASTM, ISO, or SAE Standards.
D.10	Trailers must be serviced with non-proprietary lubricants and fluids.

3.3.4. MATERIAL REQUIREMENTS

The Trailer must meet the following material requirements:

E.1	All materials used in fabrication must be new, unused and free from defects and imperfection that might affect the serviceability of the finished product, of a marine-grade quality and resist corrosion and wear under the environmental conditions specified; and sized or selected to satisfy all the performance requirements specified. The materials must conform to the requirement defined in an internationally recognized standard, such as ASTM, ISO, or SAE standards.
E.2	All carbon steel used in the Trailer must be hot-dip galvanized unless otherwise specified by Canada. Prior to hot-dip galvanizing any carbon steel, the material to be galvanized must be thoroughly cleaned of any foreign matter, debris, or slag from welding to ensure a clean galvanized finish. The Contractor must eliminate, within reason, welding of parts to carbon steel that has already been galvanized.
E.3	All elastomeric materials in unassembled components and assemblies (including, but not limited to, gaskets and O-rings) must contain at least 90% of the authorized shelf-life at the date of delivery to Canada, unless otherwise specified by Canada.
E.4	Direct contact between dissimilar metals expected to cause galvanic corrosion must be avoided. 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.
E.5	All synthetic polymers subjected to sunlight must be treated to protect against ultraviolet (UV) degradation, embrittlement, and mold.

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3.4. DELIVERABLES

3.4.1. PROJECT MANAGEMENT DELIVERABLES

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

The Contractor must provide a Project Schedule in accordance with PM-2, for review and acceptance by Canada. Any manufacturing or manufacturing related activities conducted prior to formal acceptance of the Project Schedule are at the Contractor's own risk.

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. Facilities must be suitable for private discussion, and comfortably accommodate all meeting attendees. Teleconference and videoconference may be acceptable at the discretion of Canada.

The Contractor must provide Canada with a Meeting Agenda for each scheduled meeting at least three (3) business days prior and a comprehensive Record of Decision (ROD) must be provided within three (3) business days of each meeting (scheduled or unscheduled). At any time prior to the meeting, Canada may request that changes be made to the Meeting Agenda. Canada must review and accept the Meeting Agenda and ROD.

Item	Deliverable	Description	Notes
PM-1	Contract Kick-Off Meeting	<p>The Contractor must convene and co-chair a Contract Kick-Off Meeting. The meeting must be held in Canada. At a minimum, the following documents must be reviewed during the meeting:</p> <ul style="list-style-type: none"> a. Contract; b. Project Schedule (per PM-2); c. Quality management system (per section 3.4.2.1) of the Contractor and the entity or entities performing the design, the manufacturing, assembly of manufactured components, and testing of the Trailer package; and d. Draft Design Package (per DD-1) <p>To facilitate the review of the documentation and foster discussion, the Contractor must provide one soft copy in PDF format of the documents identified above (b-d, only), at least 3 business days prior to the scheduled meeting.</p> <p>The Contractor must also provide representatives of Canada with a tour of all facilities that will be used in the manufacturing and assembly of the Trailer (including the facilities of all major sub-contractors, 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, 3 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.</p>	<p>Unless otherwise specified, this meeting is to be held no later than 14 calendar days after Contract Award.</p> <p>Meeting Agenda due at least 3 business days prior to the meeting.</p> <p>ROD due within 3 business days after the meeting has occurred.</p>
PM-2	Project Schedule	<p>The Project Schedule defines the timeline on which the Contractor will execute the project. Once the initial Project Schedule has been accepted by Canada, the Contractor must submit an updated Project Schedule, schedule risks, and schedule slippage on a bi-weekly basis.</p> <p>The Project Schedule must identify and quantify (level of effort) the Work to be done by the Contractor in order to successfully deliver on all requirements of the Contract and must detail, at a minimum:</p> <ul style="list-style-type: none"> a. Contract milestones (e.g., Contract Kick-Off Meeting, review meetings, testing, acceptance, shipment, delivery, etc.); and b. All tasks and all sub-tasks required (such as design, material acquisition, manufacturing, assembly, etc.), per the Contract. 	<p>Initial Project Schedule due 3 business days prior to the Contract Kick-Off Meeting.</p> <p>Must be updated and submitted bi-weekly on Monday with PM-3.</p>

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Item	Deliverable	Description	Notes
PM-3	Bi-Weekly Progress Report	<p>The Contractor must provide Bi-Weekly Progress Reports to Canada via email detailing, at a minimum:</p> <ul style="list-style-type: none"> a. An executive summary of bi-weekly events; b. An update to the Project Schedule including: <ul style="list-style-type: none"> o Schedule slippage and associated risk identification and mitigation measures; o Native file provided as an attachment to the email; and c. Potential technical adjustments that may be required. <p>The Progress Report must also identify potential risks to the project (schedule, financial, technical, supplier, human resources, etc.). Risk management responsibilities and a detailed risk mitigation plan must be included for each risk identified.</p> <p>The Contractor must participate in a Bi-Weekly Progress Meeting scheduled by Canada after the receipt of the Bi-Weekly Progress Report (PM-3).</p>	Due Monday at 8:00 am, Eastern Time (ET)
PM-4	Bi-Weekly Progress Meeting (Teleconference)		To be scheduled by Canada.

3.4.1.1. Cancellation of Meetings

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

3.4.1.2. Unscheduled Meetings

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

3.4.1.3. Problem Reporting

The Contractor must notify Canada immediately by telephone upon discovering or identifying an issue that may impact any of the Work. The Contractor must document the issue in writing, within two (2) calendar days of identification, and provide it to Canada via e-mail. Canada will advise whether an unscheduled meeting or any other action is required.

3.4.2. DESIGN DELIVERABLES

3.4.2.1. Quality Assurance

The Contractor and the entity or entities performing the design, manufacturing, assembly and testing of the Trailer (including all components of the Trailer) must have a Quality Management System in place for:

- a. Design and development (required only for the entity or entities performing design and development);
- b. Equipment calibration;
- c. Material certification;
- d. Testing and inspection;
- e. Non-conformity and corrective action; and
- f. Risk Mitigation.

The Quality Management System for the above-mentioned categories must include sufficient detail to describe the process. The Contractor and the entity or entities performing the design, manufacturing, assembly and testing must comply with their respective Quality Management System.

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3.4.2.2. 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 (3) weeks prior to conducting any testing in Canada, and no less than three (3) months prior to conducting any testing outside of Canada.

Item	Deliverable	Description	Notes
DD-1	Design Package	<p>The Design Package details the Contractor's technical solution for the Trailer. The Design Package must include, at a minimum, the following:</p> <ul style="list-style-type: none"> a. All plan and elevations of the interior and exterior general arrangement; b. All measurements; c. Trailer load capacity calculations for the fifth wheel tractor trailer coupling design; and d. Each drawing must include a drawing title, drawing number, revision number, drawing scale, units of measure, dimensioned features, legend (as applicable), assembly notes, and the initials of the author of the drawing. <p>Any manufacturing or manufacturing-related activities conducted prior to formal acceptance of the Design Package are at the Contractor's own risk.</p>	Due 3 business days prior to the Contract Kick-Off Meeting.
DD-2	First Article Testing (FAT) Plan and Testing	<p>Prior to the initiation of mass production, the Contractor must:</p> <ul style="list-style-type: none"> a. Submit a FAT plan that defines all of the specific testing activities and certifications required to demonstrate to Canada that the first complete Trailer meets all of the technical requirements defined in this SOW. A sample plan has been provided in Appendix B.; b. Perform all required tests on the first complete Trailer (including all components of the package) as described in the FAT plan; c. Submit a FAT Report (per DD-3); and d. Obtain Canada's formal acceptance of the first complete unit and FAT Report. <p>The FAT Plan must detail the methods, safety precautions, parameters to be measured, pass/fail criteria, mitigation and re-testing strategies, test schedule, certifications and material data sheets, and procedure in case of test interruption for each test.</p> <p>The FAT Report details the results of the FAT and demonstrates compliance of the Trailer to the technical requirements defined in this SOW. The FAT Report must be certified by the Contractor as an accurate record of the test results.</p>	<p>The FAT Plan due at the latest 2 weeks prior to testing with an agenda due 3 business days prior to testing.</p> <p>The FAT Plan must be formally accepted by Canada prior to First Article Testing.</p>
DD-3	FAT Report	<p>The test report must include, at a minimum: test personnel, item under test, test procedures, test conditions, problems encountered, and test results.</p> <p>The Contractor must append all of the relevant Certifications and Material Data Sheets required to demonstrate that the materials and processes to be used in the construction of the Trailer meet the quality requirements as defined in this SOW.</p>	Due 3 business days after FAT Testing.
	Acceptance Testing Plan and Testing	Acceptance Testing includes the tests and inspections conducted after the complete manufacture of each Trailer and prior to delivery (with the exception of the first article which was tested per DD-2).	Acceptance Test Plan due at the latest 2 weeks prior to Acceptance Testing.

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Item	Deliverable	Description	Notes
DD-4		<p>Prior to shipping a Trailer, the Contractor must:</p> <ol style="list-style-type: none"> Submit an Acceptance Testing Plan demonstrating to Canada that each Trailer is fully operational, and complete in all respects as defined in this SOW.; Perform all required Acceptance Testing identified in the Acceptance Testing Plan; Submit an Acceptance Test Report for the unit (per DD-5); and Obtain Canada's formal acceptance for the unit and the Acceptance Test Report. <p>The Acceptance Test Report details the results of the Acceptance Testing outlined in the Acceptance Testing Plan (per DD-4) and demonstrates to Canada that each Trailer Package is fully operational. The Acceptance Test Report must be certified by the Contractor as an accurate record of the test results.</p>	<p>Must be formally accepted by Canada prior to Acceptance Testing.</p> <p>Acceptance Test performed for each Trailer subsequent to FAT.</p>
DD-5	Acceptance Test Report	<p>The Acceptance Test Report must include, at a minimum: test personnel, item under test, test procedures, test conditions, problems encountered, and test results.</p> <p>The Contractor must append all of the relevant Certifications and Material Data Sheets required to demonstrate that the materials and processes to be used in the construction of the Trailer meet the quality requirements as defined in this SOW.</p> <p>Any shipping or shipping-related activities conducted prior to Canada's formal acceptance of the Acceptance Test Report are at the Contractor's own risk.</p>	Due 3 business days after completion of Acceptance Testing for each Trailer.

3.4.3. LIFE CYCLE MANAGEMENT DELIVERABLES

Item	Deliverable	Description	Notes
LC-1	Original Equipment Manufacturer Manuals (OEM)	<p>All OEM manuals must be provided in both Canadian English and French. Where English or French are not readily available commercially, unilingual versions in either of Canada's official languages will be accepted.</p> <p>The Contractor must provide an As-Built Drawing Package for the Trailer. The As-Built Drawing Package must include all engineering drawings for the Trailer that reflect any revisions or changes that occurred during the assembly process. All drawings must detail the key components of each assembly, and the respective interconnection(s) with other assembly components.</p> <p>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.</p>	Due 20 business days prior to first Trailer shipment.
LC-2	As-Built Drawing Package	<p>Package must include: General Arrangement Drawing(s) and Bill of Materials.</p> <p>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</p> <p>Unless otherwise specified by Canada, all final drawings and calculations must be sealed and certified by a licensed Professional Engineer. Final versions of the As-Built Drawings must be provided in both Canadian English and French and must be formally accepted by Canada prior to shipping any Trailers.</p>	<p>Due 20 business days prior to first shipment of Trailer.</p> <p>Final versions must be provided in both Canadian English and French and be formally accepted by Canada prior to shipping any Trailers.</p>

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Item	Deliverable	Description	Notes
LC-3	Operations and Maintenance (O&M) Manual	<p>The O&M Manual must define all the necessary information to safely operate and maintain the Trailer. This information will ensure the Trailer maintains its original level of operational capability.</p> <p>The manual must be clearly delineated into two sections, one for Operation, and one for Maintenance (preventative and corrective). The document must include colour labelled diagrams, pictograms, and illustrations, as well as sequential instructions where applicable.</p> <p>The contents of the operation section of the manual must include, at minimum, the following:</p> <ol style="list-style-type: none"> How to operate the complete Trailer including all known hazards and safety measures to mitigate risk; All steps required to render the system fully operational following delivery; How to install and remove components of the system; How to troubleshoot the equipment; How to safely clean, store and transport the Trailer, including the identification of cautions and warnings to prevent crew and equipment from damage. <p>The operation section must also include pre- and post-operational checklists for all supplied and furnished equipment. The pre-operational checklist must define all indicators needed to ensure that the equipment is operationally ready prior to operation. The post-operational checklist must supplement its counterpart with cleaning procedures and recommended storage practices, as well as return-to-service instructions.</p>	<p>Due 30 calendar days prior to first shipment of Trailer.</p> <p>Must be formally accepted by Canada prior to shipping any Trailer.</p> <p>Unless otherwise specified by Canada, the Contractor must provide 1 hard copy of the manual in both Canadian English and French with each Trailer.</p>

3.4.4. FINAL DELIVERABLES

In addition to the documentation detailed in the Statement of Work (SOW), the Contractor must provide, at a minimum, the following deliverables for each Trailer:

- Key components: Trailer, Trailer superstructure, and all accessories;
- Proof of National Safety Mark (NSM) compliance; and
- Bill of Sale and any additional documentation required for licensing and registration in Canada.

3.4.5. DOCUMENTATION FORMATTING

Canada requests that all digital (acceptable doc formats are: PDF's and Microsoft Office documents) and hard copies of documentation (with the exception of drawings, which must be available use 11 x 17 inch paper) use 8.5 x 11 inch paper in sans serif typeface. For example, the use of Arial size 10 is acceptable. Hard copies must be printed using at least 600 DPI, double-sided, and must be collated and bound, unless otherwise specified by Canada.

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APPENDIX A– WELDING REQUIREMENTS

Steel – Weld Procedure and Welding Personnel Qualification Requirements

The Contractor or subcontractors performing the welding of steel must meet one of the following requirements for qualification of welding procedures and welding personnel – welding supervisors, welders and tack welders:

1. Certification by the Canadian Welding Bureau (CWB) to CSA Standard W47.1-2019 Division 1, 2 or 3.
2. Certification by an International Institute of Welding (IIW) Authorized National Body for Company Certification (ANBCC) to ISO Standard 3834 – 1, 2 or 3.
3. Third party accredited organization administration of American Welding Society (AWS) D1.1: 2015– Structural Welding Code Steel

Aluminum – Weld Procedure and Welding Personnel Qualification Requirements

The Contractor or subcontractors performing the welding of aluminum must meet one of the following requirements for qualification of welding procedures and welding personnel – welding supervisors, welders and tack welders:

1. Certification by the Canadian Welding Bureau (CWB) to CSA Standard W47.2-2011 (R2015) Division 1, 2 or 3.
2. Certification by an International Institute of Welding (IIW) Authorized National Body for Company Certification (ANBCC) to ISO Standard 3834 – 1, 2 or 3.
3. Third party accredited organization administration of American Welding Society (AWS) D1.2: 2014 – Structural Welding Code Aluminum

Welding Personnel – Steel and Aluminum

Welding must only be conducted by currently qualified individuals. Welders must be certified by an organization acceptable to the location in which the work is being carried out, the Trailer is being licensed and for the type of material being welded.

Welder performance qualification cards and government issued photo ID must be filed with the CCG TA prior to performing any welding work.

Weld Inspection Requirements – Steel and Aluminum

All completed welds must be visually examined their entire length by a certified third party, provided by the Contractor.

Safe access must be given to the CCG TA and third party inspector(s), by the Contractor. Visual examination of welds must follow procedures that are generally compliant with the established requirements of ASME BPVC-V-2019, Article 9. Where the lighting, viewing distance and viewing angle requirements for direct visual examination can't be met, then remote or translucent visual examination following the requirements of ASME BPVC-V-2019, Article 9 must be used by the third party inspector with the express consent of the CCG TA.

Visual examination of welds must occur in the as-welded condition after removing slag, spatter, magnesium oxide smut and wire brushing. Weld profiles must not be altered by any means prior to visual examination and fairing compounds, fillers, primers and/or paints must not be applied to the visible surfaces of welds prior to visual examination.

The acceptance standards for visual examination are as follows:

- Weld toes must blend smoothly into the base metal at each side of the weld.
- There must be no overlap, no undercut, no visible porosity, no cracks, no visible fusion faults.
- Welds must not have undersized leg lengths or throat sizes

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CURTAIN SIDE 53-FOOT TRAILER REQUIREMENTS

- Fillet welds must not have leg lengths or throat sizes greater than 2 mm of the required amount.
- Convexity for fillet welds must not exceed 2 mm.
- Excess weld metal for groove welds in butt joints must not exceed 3 mm.
- Craters must be filled with weld metal.

A copy of the visual inspector's qualification card as well as the written visual examination procedure to be followed must be filed with the CCG TA prior to any examinations taking place.

A formal report must be provided by the third party inspector to the CCG TA indicating acceptance or rejection of the welds to the acceptance criterion herein prior to scheduling CCG TA acceptance examinations.

Welds not meeting the acceptance standards for visual examination specified herein must not be repaired without the express consent of the CCG TA.

The Contractor is solely responsible for the repair of welds not meeting the acceptance standards for visual examination specified herein.

A weld that is found to be unacceptable in accordance with the acceptance criterion herein must not be repaired more than twice.

If the second repair attempt fails, the affected material and welds must be removed and new material fitted and welded to the original requirements of this Specification.

The CCG TA will at its discretion engage an outside party to perform welding audits of the Contractor at the place where welding work takes place at a frequency deemed necessary by the CCG TA.

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CURTAIN SIDE 53-FOOT TRAILER REQUIREMENTS

APPENDIX B – SAMPLE TEST PLAN

B.2 Test Plan Guideline

To be submitted with preliminary design drawings.

1. Introduction

OBJECTIVE		
1. Clearly define the test plan with regards to the equipment specified. 2. Ensure all pertinent requirements of the Contract are verified and documented. 3. Ensure quality control standards are upheld and maintained as per ISO 9001:2008		
DESCRIPTION OF GOODS		
Trailer includes: <ul style="list-style-type: none">- Trailer- Spare Tire- Two Wheel Chocks- Lug Nut Wrench		
References		
Drawings: XX-XXX##-CCG-## REV 1 dated Month Day, Year Schedule: As per Project Management Plan (DID-PM-##), dated Month Day, Year First Article Testing: Month Day, Year Testing: Month Day, Year		
Test Conditions		
Test Equipment <ul style="list-style-type: none">- Measuring Tape- Weight Scale- Torque Wrench- Hydraulic Gauge	Safety Precautions Ea – Ear (ear plugs/ear muffs) E – Eye (safety glasses) F – Foot (steel-toe boots) H – Hand (gloves) R – Rotary (mechanical device rotating)	
First Article Testing		
Does this constitute First Article Testing (FAT) If YES , Complete Test Items No.# and/to # , in addition to all other Test Items.	<input type="checkbox"/> YES	<input type="checkbox"/> NO

1.1 Issues, Defects, and Test Interruptions

To address issues, defects, and test interruptions, the items listed below will be followed:

- All defects will be noted in the Test Report;
- A corrective action document will be prepared; and
- A work order will be opened for the shop, where repairs will be completed in a timely manner.

In the event of test interruption, **VENDOR NAME** will...

1.2 Glossary

Populate, if necessary.

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2. Test Plan

2.1 Testing Procedures

Item No.	Test Item	SOW Clause	Safety Precaution	P/F ¹	Date DD/MM/YYYY	Employee Initials	Notes
1.	Description of test item Method/Verification Measure, cross-reference, and record critical dimensions as indicated in the drawings. Pass/Fail Criteria Indicate what entails a pass or fail Equipment Calipers/Measuring Tape		H, F				Reference any Vendor documentation, if needed.

¹ P/F = Pass/Fail

2.2 Problem Identification

Item No.	Item Description	Problem Encountered	Action Taken
1.			
2.			
3.			

2.3 Replacement Schedule

In the event of a "Fail" or requirement to replace an item, the following should be considered.

Item No.	Item Description	Problem Encountered	Action Taken
1.			
2.			
3.			

3. Test Plan Review

Test Observer
Name
Employee Number
Title/Position
Date
Signature

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CURTAIN SIDE 53-FOOT TRAILER REQUIREMENTS

Test Supervisor
Name
Employee Number
Title/Position
Date
Signature

CCG Representative
Name
Title/Position
Date
Signature

ANNEX B
CLAIM FOR PROGRESS PAYMENT
PWGSC-TPSGC 1111



Claim for Progress Payment Demande de paiement progressif

If necessary, use form PWGSC-TPSGC 1112 to record detail costs

Si nécessaire, utiliser le formulaire PWGSC-TPSGC 1112 pour inscrire les coûts détaillés

Contractor's Name and Address Nom et adresse de l'entrepreneur	Claim No. N° de la demande	Date YYYY-MM-DD / AAAA-MM-JJ	Contract Price - Prix contractuel
	File No. - N° du dossier		Contract Serial No. N° de série du contrat
Contractor's Procurement Business Number (PBN) Numéro d'entreprise-approvisionnement (NEA) de l'entrepreneur		Financial Code(s) - Code(s) financier(s)	
Contractor's Report of Work Progress (if needed, use additional sheets) Compte rendu de l'avancement des travaux par l'entrepreneur (si nécessaire, utiliser des feuilles supplémentaires)			

Period of work covered by the claim Période des travaux visée par la demande ▶	Current Claim Demande courante		Previous Claims Demandes précédentes		Total to Date Total à date (A + B)
	(A)	Tax Rate Taux de taxe	(B)	Tax Rate Taux de taxe	
Description: (Expenditures must be claimed in accordance with the basis and/or method of payment of the contract) Description : (Les dépenses doivent être réclamées conformément à la base de paiement et (ou) à la méthode de paiement du contrat).		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
Contractor's GST No. N° de TPS de l'entrepreneur	Subtotal Sous-total				
Contractor's QST No. No. de TVQ de l'entrepreneur	Applicable taxes Taxes applicables				
Total					
Less holdbacks on expenditures only (Applicable taxes excluded) Moins les retenues sur les dépenses uniquement (Taxes applicables en sus)					
Total Amount of Claim (including applicable taxes) Montant total de la demande (incluant les taxes applicables)					
Percentage of the work completed Pourcentage des travaux achevés	%	Current Claim Demande courante ▶	Amount due Montant dû		

Claim No.
N° de la demande

Contract Serial No.
N° de série du contrat

CERTIFICATE OF CONTRACTOR

I certify that:

- All authorizations required under the contract have been obtained. The claim is consistent with the progress of the work and is in accordance with the contract.
- Indirect costs have been paid for or accrued in the accounts.
- Direct materials and the subcontracted work have been received, accepted and either paid for or accrued in the accounts following receipt of invoice from supplier/subcontractor, and have been or will be used exclusively for the purpose of the contract.
- All direct labour costs have been paid for or accrued in the accounts and all such costs were incurred exclusively for the purpose of the contract;
- All other direct costs have been paid for or accrued in the accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the contract; and
- No liens, encumbrances, charges or other claims exist against the work except those which may arise by operation of law such as a lien in the nature of an unpaid contractor's lien and in respect of which a progress payment and/or advance payment has been or will be made by Canada.

Contractor's Signature - Signature de l'entrepreneur

Check the box if the claim is being made with respect to advance payment provisions included in the basis of payment of the contract.

☐

This claim, or a portion of this claim, is for an advance payment.

I certify that:

- The funds received will be used solely for the purpose of the contract and attached is a complete description of the purpose to which the advance payment will be applied.
- The amount of the payment is established in accordance with the conditions of the contract.
- The contractor is not in default of its obligations under the contract.
- The payment is related to an identifiable part of the contractual work.

Contractor's Signature - Signature de l'entrepreneur

CERTIFICATES OF DEPARTMENTAL REPRESENTATIVES

Scientific/Project/Inspection Authority: I certify that the work meets the quality standards required under the contract, and its progress is in accordance with the conditions of the contract.

Inspection Authority (all other contracts): I certify that the quality of the work performed is in accordance with the standards required under the contract.

Signature of Scientific / Project / Inspection Authority
Signature de l'autorité scientifique ou responsable du projet / de l'inspection

PWGSC Contracting Authority: I certify that, to the best of my knowledge, the claim is consistent with the progress of the work and is in accordance with the contract. This claim, however, may be subject to further verification and any necessary adjustment before final settlement.

Contracting Authority Signature de l'autorité contractante

Client's Authorized Signing Officer - (must sign the interim claim): I certify that the claim is in accordance with the contract.

Client Signature du client

Client's Authorized Signing Officer - (must sign the final claim): I certify that all goods have been received and all services have been rendered, that the work has been properly performed and that the claim is in accordance with the contract.

Client Signature du client

ATTESTATION DE L'ENTREPRENEUR

J'atteste que :

- Toutes les autorisations exigées en vertu du contrat ont été obtenues. La demande correspond à l'avancement des travaux et est conforme au contrat.
- Les coûts indirects ont été réglés ou portés aux livres.
- Les matières directes et les travaux de sous-traitance ont été reçus, et le tout a été accepté et payé, ou encore porté aux livres après réception de factures envoyées par le fournisseur ou le sous-traitant; ces matières et ces travaux ont été ou seront utilisés exclusivement aux fins du contrat.
- Tous les coûts de la main-d'œuvre directe ont été réglés ou portés aux livres et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Tous les autres coûts indirects ont été réglés ou portés aux livres après réception des factures ou pièces justificatives pertinentes et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Il n'existe aucun privilège ni demande ou imputation à l'égard de ces travaux sauf ceux qui pourraient survenir par effet de la loi, notamment le privilège d'un entrepreneur non payé à l'égard duquel un paiement progressif et/ou un paiement anticipé a été ou sera effectué par le Canada.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

Cocher la case si la demande est faite en rapport avec les dispositions relatives aux paiements anticipés qui se trouvent dans la base de paiement du contrat.

Cette demande, ou une partie de cette demande, est pour un paiement anticipé.

J'atteste que :

- Les fonds reçus ne serviront uniquement qu'aux fins du contrat; ci-joint est une description complète des fins auxquelles le paiement anticipé sera utilisé.
- Le montant du paiement est établi conformément aux conditions du contrat.
- L'entrepreneur n'a pas manqué à ses obligations en vertu du contrat.
- Le paiement porte sur une partie identifiable des travaux précisés dans le contrat.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

ATTESTATIONS DES REPRÉSENTANTS DU MINISTÈRE

Autorité scientifique ou responsable du projet / de l'inspection : J'atteste que les travaux sont conformes aux normes de qualité exigées en vertu du contrat et que leur avancement est conforme aux conditions du contrat.

Responsable de l'inspection (tous les autres contrats) : J'atteste que la qualité des travaux exécutés est conforme aux normes exigées en vertu du contrat.

Date (YYYY-MM-DD / AAAA-MM-JJ)

Autorité contractante de TPSGC : J'atteste, au meilleur de ma connaissance, que la demande correspond à l'avancement des travaux et est conforme au contrat. Toutefois, cette demande pourrait faire l'objet d'une autre vérification et de tout rajustement nécessaire avant le règlement final.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

Signataire autorisé du client - (doit signer la demande provisoire) : J'atteste que la demande est conforme au contrat.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

Signataire autorisé du client - (doit signer la demande finale) : J'atteste que tous les biens ont été reçus, que tous les services ont été rendus, que tous les travaux ont été exécutés convenablement, et que la demande est conforme au contrat.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

ANNEX C

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

Task Authorization Autorisation de tâche

Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization (Use form DND 626 for contracts for the Department of National Defence)	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)
Contract Number Enter the PWGSC contract number.	Numéro du contrat Inscrire le numéro du contrat de TPSGC.
Contractor's Name and Address Enter the applicable information	Nom et adresse de l'entrepreneur Inscrire les informations pertinentes
Security Requirements Enter the applicable requirements	Exigences relatives à la sécurité Inscrire les exigences pertinentes
Total estimated cost of Task (Applicable taxes extra) Enter the amount	Coût total estimatif de la tâche (Taxes applicables en sus) Inscrire le montant
For revision only	Aux fins de révision seulement
TA Revision Number Enter the revision number to the task, if applicable.	Numéro de la révision de l'AT Inscrire le numéro de révision de la tâche, s'il y a lieu.
Total Estimated Cost of Task (Applicable taxes extra) before the revision Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.	Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision 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.
Increase or Decrease (Applicable taxes extra), as applicable As applicable, enter the amount of the increase or decrease to the Total Estimated Cost of Task (Applicable taxes extra) before the revision.	Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu 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.	1. Travaux requis : Remplir les sections A, B, C et D, au besoin.
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).	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 une 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).

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.

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.



Public Works and Government
Services Canada

Travaux publics et Services
gouvernementaux Canada

Annex
Annexe **C**

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

☐ No - Non

☐ 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

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 ☐

B. Basis of Payment - Base de paiement

See Attached - Ci-joint ☐

C. Cost of Task - Coût de la tâche

See Attached - Ci-joint ☐

D. Method of Payment - Méthode de paiement

See Attached - Ci-joint ☐

Annex
Annexe **C**

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.

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.

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.

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

CLAIM FOR EXCHANGE RATE ADJUSTMENT

[illegible]

Instructions

Where:

i_0 = initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

i_1 = exchange rate for adjustment purposes (CAN\$ per unit of foreign currency [e.g. US\$1])

Instructions to bidders:

1. Bidders must complete columns (1) to (4) at time of bidding, for each line item where they want to invoke the exchange rate fluctuation provisions.

2. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.

Instructions for Payment:

1. This form must be submitted with the invoice for payment with respect to all items with an FCC. Complete columns (1) through (7). Columns (8) and (9) will auto complete.

2. Suppliers should submit a separate calculation sheet for each invoice submitted showing the exchange rate adjustment for all line items with an FCC.

3. This form must be provided with all invoices where the exchange rate fluctuates more than 2% (increase or decrease), (i.e. $\text{abs}[(i_1 - i_0) / i_0] > .02$), unless otherwise stated in the contract.

Étant entendu que :

i_0 = Facteur de conversion du taux de change initial (\$ CA par unité de devise étrangère [p. ex. 1 \$ US])

i_1 = Taux de change aux fins du rajustement (\$ CA par unité de devise étrangère [p. ex. 1 \$ US])

Instructions aux soumissionnaires :

1. Les soumissionnaires doivent remplir les colonnes (1) à (4) au moment de présenter leur soumission, pour chacun des produits pour lesquels ils veulent se prévaloir des dispositions relatives à la fluctuation du taux de change.

2. Lorsque les soumissions sont évaluées en dollars canadiens, les montants en dollars indiqués dans la colonne (3) doivent également être en dollars canadiens, de sorte que le montant du rajustement soit indiqué dans la même devise que pour le paiement.

Instructions relatives au paiement :

1. Le présent formulaire doit accompagner la facture en vue du paiement pour chaque article comportant un montant en monnaie étrangère. Il faut remplir les colonnes (1) à (7). Les colonnes (8) et (9) seront remplies automatiquement.

2. Les fournisseurs doivent présenter une feuille de calcul séparée pour chaque facture et indiquer le rajustement du taux de change pour chaque article comportant un montant en monnaie étrangère.

3. Le présent formulaire doit accompagner toutes les factures pour lesquelles la fluctuation du taux de change est supérieure à 2% (augmentation ou diminution), (c. -à-d. $\text{abs}[(i_1 - i_0) / i_0] > .02$), à moins d'indication contraire dans le contrat.

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).

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
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.	
Article 2.3 Former Public Servant	Certification with requested information, if applicable.	Best practice.	
Article 2.5 Applicable Laws	Indicate substitution request of applicable laws of another province or Canadian territory, if desired.	Best practice.	
Article 3.1.1 Bid Structure	Canada requests that Bidders provide their bid in separately bound sections; Technical Bid, Financial Bid, Certifications	Best practice.	
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.	
Article 3.1.5.1 Pricing Submission	Bidders must submit their financial bid in accordance with Schedule A and address each of the cost elements in Schedule A	Mandatory with the bid.	
Article 3.1.5.2 Electronic Payment of Invoices	Indication of which payment method is preferred, if desired.	Best practice.	
Article 3.1.5.3.2 Exchange Rate Fluctuation Risk Mitigation	Bidder must complete columns (1) to (4) on form <u>PWGSC-TPSGC 450</u> , for each line item where they want to invoke the exchange rate fluctuation provision.	Mandatory with the bid should the Bidder wish to invoke this provision.	

Bid Solicitation Reference	Documentation / Information to be provided with the Bid	Comments	Included with the Bid
Article 3.1.5.4 Delivery Dates	Bidders must submit their delivery dates in accordance with Schedule A.	Mandatory with the bid.	
Article 4.1.1.2 Phase I: Financial Bid	Bid must include all information required by the solicitation in accordance with Schedule A.	Mandatory with the bid.	
Article 4.1.1.3 Phase II: Technical Bid	Bid must include all information required by the solicitation.	Mandatory with the bid.	
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.	
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.	
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.	
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.	
Article 5.2.4 Welding Certification	Bidder must provide required information, as applicable.	Not mandatory by bid closing. Must be provided prior to contract award.	
Article 5.2.5 Insurance – Proof of Availability Prior to Contract Award	Bidder must provide required information, as applicable.	Not mandatory by bid closing. Must be provided prior to contract award.	
Article 7.5.3 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**

Curtain Side 53-Foot Trailer

April 28, 2020

ANNEX 1 TO PART 4 BID SOLICITATION
TECHNICAL BID EVALUATION PLAN

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SECTION 1 INTRODUCTION

1.1. PURPOSE

The document defines the methodology that will be used to evaluate the technical portion of each Bid submitted in response to the Solicitation for the procurement of the Curtain Side 53-Foot Trailer.

SECTION 2 TECHNICAL BID SUBMISSION GUIDELINES

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).
- 2.1.2. The technical portion of the Bid will be evaluated against the following mandatory criteria (M) specified herein:
 - a. Appendix A – Mandatory Criteria – **Part 1 of 2, M1**; and
 - b. Appendix A – Mandatory Criteria – **Part 2 of 2, M2**.
- 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, that 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.

ANNEX 1 TO PART 4 BID SOLICITATION
TECHNICAL BID EVALUATION PLAN

2.2.5. The following line item example is provided to demonstrate how to populate Appendix A – Mandatory Criteria – Part 1 of 2.

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 Certification of Compliance (Annex 2 to Part 4 of the Bid Solicitation) signed by an authorized representative.	Yes	JD	Page 5 of the Bid

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 between the mandatory criteria.
- 2.3.2. For a given criterion, the Bidder must provide ALL information requested 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 (Yes/No)	Initials	Bid Cross-Reference
M2	The proposed Curtain Side 53-Foot Trailer must satisfy the defined design and construction requirements.	Annex A (SOW)	The Bid must include a conceptual design drawing package for the proposed Curtain Side 53-Foot Trailer that demonstrates compliance with the requirements detailed in Annex A.	Yes	JD	Section 4 – page 88 of the Bid

ANNEX 1 TO PART 4 BID SOLICITATION
TECHNICAL BID EVALUATION PLAN

APPENDIX A MANDATORY CRITERIA – PART 1 OF 2

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 Certification of Compliance (Annex 2 to Part 4 of the Bid Solicitation) signed by an authorized representative.			

ANNEX 1 TO PART 4 BID SOLICITATION
TECHNICAL BID EVALUATION PLAN

APPENDIX A MANDATORY CRITERIA – PART 2 OF 2

Item No.	Mandatory Requirements	Contract Reference	Item No.	Method of Compliance	Compliant (Y/N)	Initials	Bid Cross-Reference
M2	<p>Within the same one (1) year period (i.e. 12 consecutive months) since January 2010, the entity or entities manufacturing the Curtain Side 53-Foot Trailer must have delivered or sold at least two (2) 53-foot trailers each with a Gross Vehicle Weight Rating (GVWR) of a minimum of 80,000 lb. and each with the following components at a minimum:</p> <ul style="list-style-type: none"> - Fifth wheel tractor trailer coupling design; - Fabric curtain construction on the curbside and roadside; - Solid roof structure; and - Two (2) rear doors. 	Proven Experience and Capacity	M2 (i)	The Bid must include copies of invoices that clearly indicate the quantity and the date of delivery/sale of the trailers.			
			M2 (ii)	The date stated on each invoice supplied as per M2 (i) must be within the same one (1) year period (i.e. 12 consecutive months) since January 2010 and include the Vehicle Identification Number (VIN).			
			M2 (iii)	<p>The Bid must include drawings for at least one (1) of the trailers indicated on the invoices provided as per M2 (i).</p> <p>Drawings must show the general configuration of the trailer including all plan and profile views of the trailer.</p> <p>Each drawing must:</p> <ul style="list-style-type: none"> a. Be submitted as a high resolution PDF; b. Include dimensions; and c. Include units of measure. 			

Annex 2 to Part 4 of the Bid Solicitation

Certification of Compliance

We _____ (*insert company name and address*) have been given the opportunity to provide feedback on the content of the technical requirements for the **F7047-200010** procurement.

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 Proposal stage, and that our products and services to be delivered against the contract will comply with these same requirements.

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)