



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

Bid Receiving - PWGSC / Réception des  
soumissions – TPSGC  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau  
Quebec  
K1A0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

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

<b>Title - Sujet</b> Wildlife Deterrence	
<b>Solicitation No. - N° de l'invitation</b> F7047-190097/A	<b>Date</b> 2020-09-03
<b>Client Reference No. - N° de référence du client</b> F7047-190097	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$ERD-009-27879	
<b>File No. - N° de dossier</b> 009erd.F7047-190097	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-10-08</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sobti, Shaloo	<b>Buyer Id - Id de l'acheteur</b> 009erd
<b>Telephone No. - N° de téléphone</b> (873) 354-5855 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The Canadian Coast Guard 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. To fulfill this mandate, the Canadian Coast Guard requires for the supply and delivery of Wildlife Hazing Portable Kits to move wildlife from locations that are in the predicted pathway of spilled oil and to deter wildlife from entering areas that have previously been oiled.

The Canadian Coast Guard has a requirement for the Wildlife Deterrence - Wildlife Hazing Portable Kits and supporting accessories as described in this bid solicitation.

The period of the resulting contract will be from the date of contract to December 31, 2024 (inclusive) as specified in the resulting contract clauses under the same conditions. Delivery destinations are identified in Schedule A.

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. 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.

Public Works and Government Services Canada (PWGSC) [also known as Public Services and Procurement Canada (PSPC)] is carrying out these procurements 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.

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

This bid solicitation may establish a contract with task authorizations (TA) 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.

This procurement may be subject to the Inuvialuit Final Agreement (1984) and Nunavut Land Claims Agreement (1993). At the time when an Option is exercised or 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 Phased Bid Compliance Process (PBCP) applies to this requirement”.

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.

## **1.2 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **1.3 epost Connect service**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

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

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

Delete: 60 days  
Insert: 120 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 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

**Note: Only bids submitted using epost Connect service will be accepted**

The Bidder must send an email requesting Bid Receiving Unit in the National Capital Region (NCR) to open an epost Connect conversation to the following address:

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

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

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

**Bids submitted by facsimile, hardcopy or any electronic means (other than the epost Connect services provide by Canada Post Corporation) to PWGSC will not be accepted.**

### 2.3 Former Public Servant

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

#### ***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.
- h. 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.

## **2.6 Bid Challenge and Recourse Mechanisms**

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



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

### **3.1 Bid Preparation Instructions**

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.

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 the Basis of Payment 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**

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

#### **3.1.4 Delivery Dates**

Bidder must submit their delivery dates in accordance with Schedule B.

#### **3.1.5 Certifications**

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

#### **3.1.6 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**

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

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

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (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:

	<b>Evaluated Price = A + B + C</b>
<b>A.</b>	<b>A = Sum of the extended prices of items 1 (inclusive)</b>
<b>B.</b>	<b>B = Unit Price DDP Destination of item 2</b>
<b>C.</b>	<b>C = Sum of the extended prices of item 3</b>

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

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

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

*- Item 2 Firm Unit Price*

**Extended Price for EACH item in C is calculated as follows:**

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

*-AVERAGE Item #3 Firm Unit Price is calculated as follows:*

*"(Firm Unit Price for Contract Year 1 + Firm Unit Price for Contract Year 2 + Firm Unit Price for Contract Year 3 + Firm Unit Price for Contract Year 4) **DIVIDED** by 4 = AVERAGE Item #3 Firm Unit Price"*

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 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) within the time frame identified by the Contracting Authority

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

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

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

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

#### **5.2.3 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 6 – Resulting Contract Clause 6.12.1 (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 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

**6.1.1** There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

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

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

The Contractor grants to Canada the irrevocable option to acquire the 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.

#### **6.2.2 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 via a Task Authorization.

#### **6.2.3 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). This TA will be authorised for the procurement of recommended spares, spare parts and tools required to maintain and repair the kit. The Work described in the TA must be in accordance with the scope of the Contract.

##### **6.2.3.1 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 B.
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, 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.

#### **6.2.3.2 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 issue in excess of that limit must be authorized by the Technical Authority and Contracting Authority before issuance.

#### **6.2.3.3 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.

#### **6.2.3.4 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.

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1 General Conditions**

[2010A](#) (2020-05-28) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **6.4 Term of Contract**

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

There period of the Contract is from Date of Contract to December 31, 2024 inclusive.

#### **6.4.2 Delivery Date**

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

#### **6.4.3 Comprehensive Land Claims Agreement(s)**

The Contract may be subject to the following Comprehensive Land Claims Agreement(s):

- Inuvialuit Final Agreement (1984) and
- Nunavut Land Claims Agreement (1993)

At the time when a Task Authorization is provided to the Contractor or an option is exercised, 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.

#### **6.4.5 Delivery Points**

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

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Shaloo Sobti

Title: Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Directorate: Marine Charter Services

Address: 270 Albert Street, Ottawa, ON K1P 6N7

E-mail address: [Shaloo.Sobti@pwgsc-tpsgc.gc.ca](mailto:Shaloo.Sobti@pwgsc-tpsgc.gc.ca)

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

### 6.5.2 Project Authority

The Project Authority for the Contract is:

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

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

### 6.5.3 Contractor's Representative

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

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment – Firm Unit Price

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm price as specified in Schedule A, Basis of Payment for a cost of \$(to be announced at contract award). Customs duties are included and Applicable Taxes are extra.

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

### 6.7.2 Basis of Payment – (Firm Unit Price(s) – Task Authorizations OR Individual Task Authorizations)

#### 6.7.2 Basis of Payment – Firm Unit Price(s) - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the basis of payment, in Schedule A as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

- OR -

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

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the basis of payment at 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. Custom 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.

#### **6.7.3 Basis of Payment: Cost Reimbursable – Limitation of Expenditure – Transport and Insurance Expenses**

(Applicable to Schedule A - Item 4 inclusive)

The Contractor will be reimbursed its expenses reasonably and properly incurred in the performance of the transport and insurance of Optional 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 Optional Good. Applicable Taxes are extra.

All payments are subject to government audit.

##### **6.7.3.1 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.

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.

2. 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.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **6.7.4 Taxes – Foreign-Based Contractor (if applicable)**

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

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

#### **6.7.5 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); and
- e. Wire Transfer (International Only).

#### **6.8 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

If applicable each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.  
OR
    - a. The original and one (1) copy must be forwarded to the following address for certification and payment.  
\_\_\_\_\_ (to be provided at contract award)  
\_\_\_\_\_
    - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### **6.9 Certifications and Additional Information**

##### **6.9.1 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.

##### **6.10 Applicable Laws**

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



### 6.11 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) the general conditions 2010A (2020-05-28) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Statement of Work; and
- (d) the Contractor's bid dated \_\_\_\_\_.

### 6.12 Insurance

#### 6.12.1 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.

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

### **6.13.1 Government Site Regulations**

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

### **6.13.2 Access to Facilities and Equipment**

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

### **6.13.3 Identification Badge**

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

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

## **6.14 Shipping & Delivery Instructions**

### **6.14.1 Delivery Instructions**

(Applicable to Schedule A: Section 4 – Items 1, & 2 (inclusive) and Section 5 – Item 3)

1. Goods must be consigned to the destination specified in the Contract and delivered: Delivered Duty Paid (DDP) (specified destination) Incoterms 2010.
2. Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.
3. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the designated contact person. The consignee may refuse shipments when prior arrangements have not been made.
4. Refer to Schedule B for additional instructions.

### **6.14.2 Delivery Instructions for Optional Goods**

(Applicable to Schedule A – Section 5 item 4)

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. Transport and insurance costs must be shown as a separate item 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 and customs clearance, including the payment of customs duties and Applicable Taxes.

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.

6. Refer to Schedule B for additional instructions.

#### **6.14.3 Wood Packaging Materials**

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

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

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

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

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

1. The Contractor must ensure proper labelling and packaging in the supply and shipping of dangerous goods/hazardous products to the Government of Canada.

2. The Contractor will be held liable for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.

3. The Contractor must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.

4. The Contractor must adhere to all applicable laws regarding dangerous goods/hazardous products.

#### **6.14.5 Transportation of Dangerous Goods/Hazardous Products**

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

#### **6.14.6 Shipment of Dangerous Goods/Hazardous Products**

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

#### **6.14.7 Delivery of Dangerous Goods/Hazardous Products**

1. The Contractor must mark dangerous goods/hazardous products which are classed as dangerous/hazardous as follows:
  - a. shipping container - in accordance with the [Transportation of Dangerous Goods Act](#), 1992, c. 34; and
  - b. immediate product container - in accordance with the [Hazardous Products Act](#), R.S., 1985, c. H-3.
2. The Contractor must provide bilingual Safety Data Sheets, indicating the 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 consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

#### **6.15 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

## **SCHEDULE A**

### **BASIS OF PAYMENT & DELIVERY LOCATIONS**

*Instructions to Bidders:*

*The Bidder must complete the fill-ins and tables in Sections 4 & 5 of Schedule A as follows:*

- a. All prices must be in Canadian currency;*
- b. All prices must include customs duties;*
- c. All prices must not include Applicable Taxes;*
- d. The Bidder must provide firm unit prices for each item in:*
  - i. Section 4 (Required Goods and Services);*
  - ii. Section 5 (Optional Goods and/or Services) to Contract Year 1, Contract Year 2, Contract Year 3, and Contract Year 4*
- e. 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*
- f. 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. The price takes into account any notes associated with the Item and/or cost element.
- c. 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. The **Supply and Delivery** of a Wildlife Deterrence - Wildlife Hazing Portable Kit and other optional goods as described in Annex A, SOW.
- b. One unit of **Complete delivery** includes complete delivery of the identified Quantity as per the Shipping & Delivery Instructions in Section 6.14 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. Section 4. Required Goods and Services**

Item	Item Short Description <sup>1</sup>	Quantity	Delivery Location	Firm Unit Price <sup>A</sup>	Extended Price (Quantity x Firm Unit Price)
1	Wildlife Deterrence - Wildlife Hazing Portable Kit	9	Quebec City, Quebec		
1	Wildlife Deterrence - Wildlife Hazing Portable Kit	9	Parry Sound, ON		
1	Wildlife Deterrence - Wildlife Hazing Portable Kit	2	Hay River, NWT		
1	Wildlife Deterrence - Wildlife Hazing Portable Kit	2	Prescott, ON		
2	Documentation – Original Equipment Manufacturer Manual (OEM)	N/A	As per the Contract		

**Notes:**

<sup>1</sup>: A short description of the Item that must be supplied in accordance with the Contract, SOW including all Annexes, Appendices.

<sup>A</sup>: This price represents an amount in addition to the price for the above noted items for DDP delivery of such items to the noted destination.

**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 6.14.2 of the Contract.



## 5. Section 5. Optional Goods and/or Services

			Contract Year 1 From Date of Contract Award to 31 December 2021	Contract Year 2 From 01 January 2022 to 31 December 2022	Contract Year 3 From 01 January 2023 to 31 December 2023	Contract Year 4 From 01 January 2024 to 31 December 2024
Item	Item Short Description <sup>2</sup>	Max Qty <sup>3</sup>	Delivery Location	Firm Unit Price <sup>4,5,6</sup>	Firm Unit Price <sup>4,5,6</sup>	Firm Unit Price <sup>4,5,6</sup>
3	Wildlife Deterrence - Wildlife Hazing Portable Kit	Up to 20	Saanichton, BC			
3	Wildlife Deterrence - Wildlife Hazing Portable Kit	Up to 5	Quebec City, Quebec			
3	Wildlife Deterrence - Wildlife Hazing Portable Kit	Up to 4	Parry Sound, ON			
3	Wildlife Deterrence - Wildlife Hazing Portable Kit	Up to 5	Canso, NS			
4	Provision of Recommended Spare Parts and Tool Kits  The provision of any or spares in support of all deliverables as detailed in the final Recommended	# of kits  TBD	As per the Contract	TBD	TBD	TBD

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F7047-190097/A

Amd. No.

Buyer ID  
009erd

Client Ref. No. - N° de réf. du client  
F7047-190097/A

	Spare Parts and Tools List, as accepted by Canada. (The contents of each Kit will be determined if and when options are exercised.)  Note: 1 kit = 1 unit Price to be determined. <b>(not evaluating)</b>						
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Notes:

- 2: A brief description of the Optional Item that must be supplied in accordance with the Contract including all Annexes and Appendices.
- 3: Optional Items may be procured on as many occasions as necessary up to the identified maximum total quantity.
- 4: The Firm Unit Price for the Optional Item includes all costs necessary to deliver the Optional item, including packaging, logistics planning, loading onto transport at the Contractor's facility, customs duties, import clearances, etc.
- 5: The Firm Unit Price for Item 4 does not include transport and insurance costs associated with the delivery of the Optional Item. The Contractor will be reimbursed separately for these authorized expenses in accordance with Article 6.7.3 of the Contract.
- 6: The Firm Unit Price for the Item 3 includes transport and insurance costs for the delivery of the identified items Delivered Duty Paid (DDP) (specified destination) Incoterms 2010.

TBD: To Be Determined

**5.1 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 6.14.2 of the Contract.

## **6. Method of Payment**

### **6.1 Multiple Payments**

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

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

## **7 Price Support**

The Contractor must provide, on Canada's request, one or more of the following price support, prior to Task Authorization if applicable:

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

## **SCHEDULE B**

### **DELIVERIES AND MILESTONES**

*Instructions to Bidders:*

- a. Delivery is required by December 31, 2021, (in Calendar Days ACA [# of days from Contract Award Date]), the Bidder must indicate their best Delivery Dates for each item identified (with the exception of Documentation, which is to be delivered in accordance with Annex A, Statement of Work). These dates will be utilized in any resulting contract.*
- b. Delivery destinations are listed in order of priority. The Bidder must provide dates according to the list of priorities (i.e., the first delivery destination location listed on the table should be associated with the Bidder's earliest available delivery date).*
- c. If any Delivery Date element is left blank, Canada will insert "31 December 2021" for that element.*

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

**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. Schedule of Deliveries****2.1 Required Goods and Services**

Item Number	Item Short Description <sup>7</sup>	Quantity	Required Delivery Date <sup>8</sup>	Delivery Location	Delivery Date(s) (Calendar Days ACA)
1	Wildlife Deterrence - Wildlife Hazing Portable Kit  (Refer to item 1, Schedule A)	9	31 December 2021	Quebec City, Quebec	
2	Wildlife Deterrence - Wildlife Hazing Portable Kit  (Refer to item 1, Schedule A)	9	31 December 2021	Parry Sound, ON	
3	Wildlife Deterrence - Wildlife Hazing Portable Kit  (Refer to item 1, Schedule A)	2	31 December 2021	Hay River, NWT	
4	Wildlife Deterrence - Wildlife Hazing Portable Kit  (Refer to item 1, Schedule A)	2	31 December 2021	Prescott, ON	
5	Documentation – Original Equipment Manufacturer Manual (OEM)  (Refer to item 2, Schedule A)	As per the Contract	As per the Contract	As per the Contract	As per the Contract

**NOTES:**

- <sup>7</sup>: The printed copies of the manuals must be provided with the Wildlife Deterrence - Wildlife Hazing Portable Kit(s) in accordance with the Contract and all Annexes and Appendices.

- <sup>8</sup>: All deliverables must be received by 31 December 2021 within the specified number of calendar days from the date of Contract and in accordance with the Contract including all Annexes and Appendices.  
Note: If vendor provides better dates, then it will be adjusted in resulting Contract.  
ACA = After Contract Award Date.



Fisheries and Oceans  
Canada  
  
Canadian  
Coast Guard

Pêches et Océans  
Canada  
  
Garde côtière  
canadienne

## Integrated Technical Services



## Annex “A” – Statement of Work (SOW)

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

#### *Wildlife Deterrence – Wildlife Hazing Portable Kit*

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## **LIST OF ACRONYMS, ABBREVIATIONS, AND DEFINITIONS**

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SOW	Statement of Work
CCG	Canadian Coast Guard
EREM/MICE	Environmental Response Equipment Modernization/Mobile Incident Command Equipment
OEM	Original Equipment Manufacturer
RFP	Request for Proposal
Blank	Cartridge, for firearms or other devices, containing no projectile
BoPET	Biaxially-oriented polyethylene terephthalate
UV	Ultraviolet

## **SECTION 1 INTRODUCTION**

---

### **1.1. BACKGROUND**

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

### **1.2. PURPOSE**

The CCG has a requirement for the supply and delivery of Wildlife Hazing Portable Kits to move wildlife from locations that are in the predicted pathway of spilled oil and to deter wildlife from entering areas that have previously been oiled. The Kits include components which perform various deterrent techniques to prevent wildlife habituation. This Statement of Work (SOW) defines the Work required in the provision of the required Wildlife Hazing Portable Kits and the Minimum Mandatory Product Specifications of the Kits.

The Wildlife Hazing Portable Kits consist of the following components packaged in response-ready carrying cases (i.e., no further set-up or configuration is necessary; the equipment can be deployed as is with the exception of set-up that cannot be completed until using equipment, e.g. inflating balloons, mounting cannon on tripod, etc.):

- 1) Custom carrying cases;
- 2) Single shot launchers;
- 3) Shot launcher ammunition;
- 4) A shot launcher cleaning kit;
- 5) Air horns;
- 6) Reflective tape;
- 7) Bird of prey eye balloons;
- 8) Human effigies (scarecrows);
- 9) Bird of prey kites;
- 10) Handheld lasers and safety glasses;
- 11) Binoculars;
- 12) A helium canister;
- 13) Bird deterrent lights; and
- 14) A propane cannon and tripod.

### **1.3. SCOPE**

Any requirement, specification, or other indication in this Annex regarding the Work required in the provision of the Wildlife Hazing Portable Kits also pertains to each individual component thereof whether they are purchased together as a complete package, as individual items, or in any other combinations.

## **SECTION 2      REFERENCE DOCUMENTATION**

---

### **2.1.      APPLICABLE STANDARDS AND SPECIFICATIONS**

To the extent specified herein, the following standards and specifications apply to the Wildlife Hazing Portable Kit:

- a) Explosives Regulations, 2013 (SOR/2013-211).
- b) Transportation of Dangerous Goods Act, 1992 (1992, c. 34).
- c) Transportation of Dangerous Goods Regulations (SOR/2001-286).
- d) IEC EN 60529 International IEC 60529 – Ingres Protection.
- e) ATA Specification 300 Revision 2014.1
- f) CSA Standard Z94.3.1-16 Guideline for selection, use and care of eye and face protectors, 2016.

### **2.2.      SUPERSEDEDENCE**

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

### **2.3.      ORDER OF PRECEDENCE**

In the event of a discrepancy between this document and the documents referenced herein, the following order of precedence will be followed:

- a) Canadian regulations;
- b) This document; and
- c) Industry and other applicable standards and specifications.

## SECTION 3 CONTRACT MANAGEMENT

---

### 3.1. MEETINGS

#### 3.1.1. Contract Kick-off Meeting

The Contractor must convene and co-chair a Contract Kick-off Meeting, at the Contractor's facilities (unless otherwise specified by Canada), within 14 calendar days of Contract Award to discuss the Contract, lead times, and delivery logistics. All facilities used to convene scheduled meetings must, at a minimum, be suitable for private discussion, and comfortably accommodate all meeting attendees.

#### 3.1.2. Ad Hoc Meetings

The Contractor must provide representation at meetings, via teleconference, should the need for ad hoc meetings be required.

### 3.2. PROBLEM REPORTING

The Contractor must notify Canada immediately in writing upon identifying an issue that may impact the Work. Canada will advise whether an ad hoc meeting or any other action is required.

### 3.3. PRODUCT APPROVAL

Design of the labels corresponding to Minimum Mandatory Product Specifications (MMPS) 1.12 through 1.14 must be submitted to Canada for review and approval prior to their printing.

The first Wildlife Hazing Portable Kit must be approved by Canada prior to shipment. Approval will be issued based on the results of the Demonstration and Inspection as per Section 3.3.3 below. **The Contractor will assume sole responsibility and risk for any purchasing and/or assembly of subsequent Kits carried out prior to Canada's approval of the first Kit.**

#### 3.3.3. Demonstration and Inspection

Upon assembly of the first Wildlife Hazing Portable Kit, the Contractor must perform a demonstration and inspection of the Kit in the presence of one or more representatives of Canada, at the Contractor's designated facility. The demonstration and inspection must include unpacking, set-up, and repacking of each component of the Kit to verify that each component has been provided as per the Contract. Canada will use the results of the demonstration and inspection to verify that the Product Descriptions and Minimum Mandatory Product Specifications have been met. Representatives of Canada may inspect any or all components of the Kit independent of the demonstration and inspection performed by the Contractor. Should Canada's representatives be unable to attend, in lieu of a demonstration and inspection, a combination of video, photos, and inspection checklists may be required, at Canada's discretion.

### 3.4. DELIVERY INSTRUCTIONS

The Wildlife Hazing Portable Kits must be delivered complete in all respects, fit for operational use, and response-ready. All relevant legislation must be followed in transportation of the Wildlife Hazing Portable Kits, including, but not limited to Explosives Regulations, 2013 (SOR/2013-211), Transportation of Dangerous Goods Act, 1992 (1992, c. 34), and Transportation of Dangerous Goods Regulations (SOR/2001-286).

The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the designated contact person. The consignee may refuse shipments when prior arrangements have not been made.

### **3.5.     MANUALS**

The Contractor must provide Original Equipment Manufacturer (OEM) manuals for each component of the Kit, if available. Should an OEM manual not be available, the Contractor must obtain proof and provide it to Canada. Acceptable proof will be a letter from the Contractor's supplier, or, if the Contractor is the OEM, from the Contractor themselves. Manuals must be provided in both English and French. An electronic copy of each manual must be provided, and hard copies of each manual must be provided with each Kit.

### **3.6.     RECOMMENDED SPARES, SPARE PARTS, AND TOOLS**

The Contractor must provide a list of recommended spares, spare parts, and tools required to maintain and repair the Kit in the field, for review and acceptance by Canada. The list must include the price per unit, which will be subject to price verification as per the Articles of Agreement. Should spares, spare parts, or tools be required, a Task Authorization will be raised as per the Articles of Agreement.

## **SECTION 4     MINIMUM MANDATORY PRODUCT SPECIFICATIONS**

---

### **4.1.     GENERAL CONSIDERATIONS**

#### **4.1.1.     Product Descriptions**

The Product Description cell in the proceeding tables contains a high-level description of the Product required.

#### **4.1.2.     Quantity**

The quantity cell in the proceeding tables lists the quantity of the corresponding Product that is required per Kit.

#### **4.1.3.     Item No.**

The Item No. column in the proceeding table contains the identifying number for associated MMPS.

#### **4.1.4.     Minimum Mandatory Product Specification**

The MMPS column in the proceeding tables contains minimum requirements that the corresponding Product must meet.

STATEMENT OF WORK (SOW)  
Minimum Mandatory Product Specifications

## 4.2. CUSTOM CARRYING CASES

Product Description		Quantity
Rugged carrying cases with custom cut inserts to securely store the components contained within. A case for batteries must be packaged inside one of the component cases.		1 for propane cannon 1 for batteries At least 1 for all other components
Item No.	Minimum Mandatory Product Specification	
MMPS1.1	The carrying cases must function in ambient temperatures between -20 degrees Celsius (°C) and +50 °C.	
MMPS1.2	Each case must meet at least IP66 in accordance with IEC EN 60529 International IEC 60529 – Ingress Protection.	
MMPS1.3	Each case must include two (2) or more tie down fixtures for securing during transit.	
MMPS1.4	Each case must be lockable and include a locking mechanism.	
MMPS1.5	The carrying cases must include a custom cut insert to secure each component stored within.	
MMPS1.6	The carrying cases must not be larger than is necessary to fit all of the components of the kit once repackaged, after initial deployment.	
MMPS1.7	Each carrying case must have dimensions equal to or less than 48” wide X 48” longitudinal X 42” tall.	
MMPS1.8	Each response-ready carrying case (case packaged with components) must have mass equal to or less than 45 kg.	
MMPS1.9	The carrying cases must include lifting features to facilitate manual lifting by no more than 2 personnel, without extra equipment.	
MMPS1.10	Each carrying case must meet or exceed ATA Specification 300, Category I, with the exception of the battery case.	
MMPS1.12	The interior and exterior of the cases must include a detailed itemized list of the components stored within, including manufacturer and model number. The list must be in Canadian English and French, must be easily legible, and must be indelible (i.e. waterproof and permanently affixed).	
MMPS1.13	The total weight, as well as any maximums, capacities, and limits of the Kit and its components must be written on the exterior of the cases on all sides, except the bottom. This information must be in Canadian English and French, must be easily legible, and must be indelible (i.e. waterproof and permanently affixed).	
MMPS1.14	All components must be packaged and labeled as required by Explosives Regulations, 2013 (SOR/2013-211), Transportation of Dangerous Goods Act, 1992 (1992, c. 34), and Transportation of Dangerous Goods Regulations (SOR/2001-286), as well as any applicable provincial and/or territorial laws.	
MMPS1.15	The battery case must fit all supplied batteries including spares.	
MMPS1.16	The battery case must include protection against short-circuits, i.e. the battery terminals must not be able to come into contact with any conductive surfaces.	



STATEMENT OF WORK (SOW)  
**Minimum Mandatory Product Specifications**

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#### 4.3. SINGLE SHOT LAUNCHERS

Product Description		Quantity
Devices that launch a single 15 millimetre (mm) pyrotechnic round.		2
Item No.	Minimum Mandatory Product Specification	
MMPS2.1	The single shot launcher must use 15 mm ammunition.	
MMPS2.2	The single shot launcher must have a muzzle velocity of 152.4 meters per second (m/s) or less.	
MMPS2.3	The single shot launcher must be of a high visibility orange or yellow colour.	
MMPS2.4	The single shot launcher must include a tethered wrist strap.	
MMPS2.5	Either the single shot launcher or the tethered wrist strap must float in water.	

#### 4.4. SHOT LAUNCHER AMMUNITION

Product Description		Quantity
Blanks, bangers, screamers, and whistlers for the single shot launchers, including any applicable Safety Data Sheets.		min. 120 x blanks (if required for product offered) min. 40 x bangers min. 40 x screamers min. 40 x whistlers
Item No.	Minimum Mandatory Product Specification	
MMPS3.1	Bangers, screamers, and whistlers must be 15 mm.	
MMPS3.2	If required, blanks must be compatible with the shot launcher and shot launcher ammunition provided.	

#### 4.5. SHOT LAUNCHER CLEANING KIT

Product Description		Quantity
A kit of tools required to clean the provided shot launchers.		1
Item No.	Minimum Mandatory Product Specification	
MMPS4.1	The shot launcher cleaning kit must include tools to clean the provided shot launcher.	

STATEMENT OF WORK (SOW)  
**Minimum Mandatory Product Specifications**

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#### 4.6. AIR HORNS

Product Description		Quantity
Handheld devices which use compressed air to produce sound.		2
Item No.	Minimum Mandatory Product Specification	
MMPS5.1	The air horn must use compressed air to produce a sound.	
MMPS5.2	The air horn must produce a sound pressure level of at least 110 decibels (dB) at a distance of 1 metre (m) from the device.	

#### 4.7. REFLECTIVE TAPE

Product Description		Quantity
Rolled reflective tape.		3 x roll of at least 50 m
Item No.	Minimum Mandatory Product Specification	
MMPS6.1	Reflective tape must be made of biaxially-oriented polyethylene terephthalate (BoPET), e.g. Mylar or equivalent, on both sides.	

#### 4.8. BIRD OF PREY EYE BALLOONS

Product Description		Quantity
Helium balloons printed with the eyes of birds of prey.		3
Item No.	Minimum Mandatory Product Specification	
MMPS7.1	The bird of prey eye balloons must be fillable with helium.	
MMPS7.2	Eyes which mimic those of a bird of prey must be printed on the bird of prey eye balloons.	
MMPS7.3	Each bird of prey eye balloon must be accompanied with fixture attachment gear (e.g. a string), spool and attachment fittings.	

STATEMENT OF WORK (SOW)  
**Minimum Mandatory Product Specifications**

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#### **4.9. HUMAN EFFIGIES (SCARECROWS)**

Product Description		Quantity
Collapsible effigies having the likeness of a human, complete with compact battery powered air pump and a single set of spare batteries.		1
Item No.	Minimum Mandatory Product Specification	
MMPS8.1	The human effigy, i.e. scarecrow, must be air inflatable.	
MMPS8.2	The human effigy must have a height of at least 1.2 m.	
MMPS8.3	The human effigy, including the air pump, must be water resistant i.e. it must sustain no damage and must remain fully functional if deployed during precipitation.	

#### **4.10. BIRD OF PREY KITES**

Product Description		Quantity
Kites resembling birds of prey.		6 (2 each of 3 different birds of prey)
Item No.	Minimum Mandatory Product Specification	
MMPS9.1	Each bird of prey kite must have a wingspan of at least 1 m.	
MMPS9.2	Each bird of prey kite must come with equipment to set up the kite, including an extendable pole (minimum length of 1.5 m) and string (minimum length of 15 m).	

#### **4.11. HANDHELD LASERS AND SAFETY GLASSES**

Product Description		Quantity
Battery powered handheld lasers, complete safety glasses and a single set of spare batteries.		2
Item No.	Minimum Mandatory Product Specification	
MMPS10.1	The handheld laser must have a nominal power output of 5 milliwatts (mW).	
MMPS10.2	The handheld laser must be battery powered.	
MMPS10.3	The safety glasses must be selected as per CSA Standard Z94.3.1-16 Guideline for selection, use and care of eye and face protectors, 2016.	

STATEMENT OF WORK (SOW)  
**Minimum Mandatory Product Specifications**

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#### 4.12. BINOCULARS

Product Description		Quantity
A pair of rugged binoculars suitable for use in marine environments, i.e. on or around a body of water.		1
Item No.	Minimum Mandatory Product Specification	
MMPS11.1	The binoculars must be waterproof, i.e. must not allow ingress of water when submerged.	
MMPS11.2	The binoculars must be fog proof, i.e. must prevent formation of condensation on the lenses.	
MMPS11.3	The binoculars must have a magnification level of 7 or greater.	
MMPS11.4	The binoculars must be shockproof, i.e. must be capable of withstanding impact without sustaining damage. In operation, the binoculars will experience, at a minimum, impact from being dropped and impact from colliding with a rigid structure.	
MMPS11.5	The binoculars must include a tethered wrist or neck strap.	
MMPS11.6	Either the binoculars or the tethered wrist or neck strap must float.	

#### 4.13. HELIUM CANISTER

Product Description		Quantity
A helium canister for bird of prey eye balloons.		1
Item No.	Minimum Mandatory Product Specification	
MMPS12.1	The helium canister must comply with the Transportation of Dangerous Goods Act, 1992 (1992, c. 34) and Transportation of Dangerous Goods Regulations (SOR/2001-286).	
MMPS12.2	The helium canister must have volume of at least 5 litres (L).	
MMPS12.3	The helium canister must have a regulator and a nozzle that are compatible with the associated bird of prey eye balloons.	
MMPS12.4	The helium canister outlet must include means of protection from elements such as precipitation or sea spray while not in use.	
MMPS12.5	The helium canister must be re-fillable.	

STATEMENT OF WORK (SOW)  
Minimum Mandatory Product Specifications

#### 4.14. BIRD DETERRENT LIGHTS

Product Description		Quantity
Bird deterrent lights, complete with a single set of spare batteries if applicable.		2
Item No.	Minimum Mandatory Product Specification	
MMPS13.1	The light must be powered without the need for an external power source, e.g. by disposable batteries and/or a solar cell.	
MMPS13.2	The light must be waterproof, i.e. must not allow ingress of water when submerged.	
MMPS13.3	The light must rotate 360 degrees about its vertical axis or emit the same luminous intensity in all directions perpendicular to its vertical axis.	
MMPS13.4	The light must flash intermittently.	
MMPS13.5	The light must have a signal length of shorter duration than the flash interval.	
MMPS13.6	The light must have a minimum luminous flux of 800 lumens (lm).	

#### 4.15. PROPANE CANNON AND TRIPOD

Product Description		Quantity
A propane cannon and tripod with a timer and remote controller, suitable for deterring wildlife within a 2 hectare area.		1
Item No.	Minimum Mandatory Product Specification	
MMPS14.1	The propane cannon must be capable of repelling birds within a 2 hectare area.	
MMPS14.2	The propane cannon must be powered without the need for an external power source, e.g. by disposable batteries and/or a solar cell. If battery powered, a single set of spare batteries must be included with each unit.	
MMPS14.3	The tripod must allow the cannon to rotate 360 degrees about its vertical axis.	
MMPS14.4	The propane cannon must be capable of rotating at least 90 degree about its vertical axis with each detonation.	
MMPS14.5	The tripod must have a means of securing the base to maintain a fixed upright position.	
MMPS14.6	The tripod must be collapsible to facilitate stowage within the provided carrying case.	
MMPS14.7	The propane cannon must include a timer to activate factory-set programs.	
MMPS14.8	The propane cannon must include a remote controller to activate the cannon from a minimum distance of 180 m.	

STATEMENT OF WORK (SOW)  
**Minimum Mandatory Product Specifications**

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MMPS14.9	The propane cannon must include all hoses and fittings to connect two (2) standard portable propane tanks (QCC-1 connector) in parallel.
MMPS14.10	The propane cannon must have a minimum of two factory-set random fire modes including a fast multi-shot capability.
MMPS14.11	The propane cannon must produce a minimum blast intensity (sound pressure level) of 120 dB at a distance of 1 m from the cannon.
MMPS14.12	The propane cannon must have adjustable blast intensities (sound pressure levels).

**ANNEX “B”**

**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.**

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

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

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

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

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

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

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

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

Remplir les alinéas suivants, s'il y a lieu : L'alinéa (a) s'applique seulement s'il y a 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).



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**B. Basis of Payment:**

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

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

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

**Option 2:**

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

**D. Method of Payment**

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

**B. Base de paiement :**

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

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

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

**Option 2 :**

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

**D. Méthode de paiement**

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

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**2. Authorization(s):**

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

**3. Contractor's Signature**

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

**2. Autorisation(s) :**

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

**3. Signature de l'entrepreneur**

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

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## Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$

Security Requirements: This task includes security requirements  
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

☐ 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 \$
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**Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.**

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

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

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

Contract Number - Numéro du contrat

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

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

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

Solicitation No.  
F7047-190097/A

Amd. No.

Buyer ID  
009erd

Client Ref. No. - N° de réf. du client  
F7047-190097/A

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

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI); and
- ☐ 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.

	<b>Bid Solicitation Reference</b>	<b>Documentation / Information to be provided with the Bid</b>	<b>Comments</b>	<b>Included with the Bid</b>
1.	2003 Standard Instructions - Goods or Services - Competitive Requirements	Cover Page of the Request For Proposals and all Amendments are signed and included with the Bid.	Best practice	
2.	Article 2.3 Former Public Servant	Certification with requested information, if applicable.	Best practice	
3.	Article 2.5 Applicable Laws	Certification with requested information, if applicable.	Best practice	
4.	Article 3.1.1 Bid Preparation Instructions	Canada requests that Bidders provide their bid in separately bound sections; Technical Bid, Financial Bid, Certifications	Best practice	
5.	Article 3.1.2.1 Substantial Information	Bidders should provide with their technical bid, a document indicating clearly where the substantial information can be found for each of the mandatory criterion identified in the Technical Bid Evaluation Plan (Annex 1 to Part 4 of the Bid Solicitation).	Best practice	
6.	Article 3.1.3.1 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.	
7.	Article 3.1.5 Delivery Dates	Bidders must submit their delivery dates in accordance with Schedule A.	Mandatory with the bid	
8.	Article 4.1.1.2 Phase I: Financial Bid	Bid must include all information required by the solicitation.	Mandatory with the bid	
9.	Article 4.1.1.3 Phase II: Technical Bid	Bid must include all information required by the solicitation.	Mandatory with the bid	
10.	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.	
11.	Article 5.1.2	Bid must include all information required by the solicitation.	Mandatory with the Bid	

Solicitation No.  
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	Certification of Compliance			
12.	Article 5.2.1 Integrity Provisions - Required Documentation	Bidder must provide with its bid, if applicable, the Integrity declaration form.	Mandatory with the bid, if applicable.	
13.	Article 5.2.3 Insurance	Bid must include all information required by the solicitation.	Mandatory with the Bid	
14.	Article 6.5.3 Contractor's Representative	Bidder should include the details of the Contractor's Representative	Best Practise	



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Canadian  
Coast Guard

Garde côtière  
canadienne

## **Annex 1 to Part 4 of the Bid Solicitation Technical Bid Evaluation Plan (TBE)**

### **Integrated Technical Services**



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

### ***Wildlife Deterrence – Wildlife Hazing Portable Kit***

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## SECTION 1 COMPLIANCE MATRICES – MINIMUM MANDATORY PRODUCT SPECIFICATIONS

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### 1.1. INSTRUCTIONS

#### 1.1.1. GENERAL INSTRUCTIONS

- 1.1.1.1. The Bid will be evaluated against the Minimum Mandatory Product Specifications detailed in the Compliance Matrices in Subsections 1.2 through 0. Bidders are required to clearly indicate how they meet each Minimum Mandatory Product Specification by completing the Compliance Matrices.

#### 1.1.2. INSTRUCTIONS FOR COMPLETING COMPLIANCE MATRICES

- 1.1.2.1. For each Product, the Bidder must enter the Manufacturer(s) Offered and Model #(s) Offered in the corresponding columns.
- 1.1.2.2. The Method of Compliance column lists the information that is required to demonstrate that the associated Minimum Mandatory Product Specification is met. It is the Bidders responsibility to provide this information and to ensure that the information provided includes enough detail to prove that the Minimum Mandatory Product Specification is met. The Methods of Compliance are defined below:

Product Data	Manufacturer's product data in the form of a technical manual, brochure, data sheet, web page (copied text or screenshots must be provided with the Bid), or similar.
Photograph	A high-resolution colour photograph of the referenced component of the Product / the Product Specification Offered that clearly depicts compliance with the Minimum Mandatory Product Specification.
Certification of Compliance	The Certification of Compliance is an attestation from the Bidder that the Product Specification offered satisfies the Minimum Mandatory Product Specification and subsequently that the Product to be delivered against the contract will comply with the same specification. The Bidder must provide the signed Certification of Compliance (Annex 2 to Part 4 of the Bid Solicitation) as part of the Bid submission.

- 1.1.2.3. Bidders are required to indicate how they meet each Minimum Mandatory Product Specification by recording this information in the Product Specification Offered column.
- 1.1.2.4. For a given Product Specification Offered, the Bidder must provide all information required to sufficiently demonstrate compliance with the Minimum Mandatory Product Specification, and must cross-reference the location(s) of information within the Bid.

STATEMENT OF WORK (SOW)  
Compliance Matrices – Minimum Mandatory Product Specifications

## 1.2. CUSTOM CARRYING CASES

Product Description		Manufacturer(s) Offered:	Model #(s) Offered:	Initials
Rugged carrying cases with custom cut inserts to securely store the components contained within. A case for batteries must be packaged inside one of the component cases.				
Item No.	Minimum Mandatory Product Specification	Method of Compliance	Product Specification Offered	Bid Cross-Reference (page number of the bid)
MMPS1.1	The carrying cases must function in ambient temperatures between -20 degrees Celsius (°C) and +50 °C.	Product Data		
MMPS1.2	Each case must meet at least IP66 in accordance with IEC EN 60529 International IEC 60529 – Ingress Protection.	Product Data		
MMPS1.3	Each case must include two (2) or more tie down fixtures for securing during transit.	Product Data		
MMPS1.4	Each case must be lockable and include a locking mechanism.	Product Data		
MMPS1.5	The carrying cases must include a custom cut insert to secure each component stored within.	Certification of Compliance		
MMPS1.6	The carrying cases must not be larger than is necessary to fit all of the components of the kit once repackaged, after initial deployment.	Certification of Compliance		
MMPS1.7	Each carrying case must have dimensions equal to or less than 48" wide X 48" longitudinal X 42" tall.	Product Data		
MMPS1.8	Each response-ready carrying case (case packaged with components) must have mass equal to or less than 45 kg.	Product Data		
MMPS1.9	The carrying cases must include lifting features to facilitate manual lifting by no more than 2 personnel, without extra equipment.	Product Data		

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MMPS1.10	Each carrying case must meet or exceed ATA Specification 300, Category I, with the exception of the battery case.	Product Data and Certification of Compliance		
MMPS1.11	The interior and exterior of the cases must include a detailed itemized list of the components stored within, including manufacturer and model number. The list must be in Canadian English and French, must be easily legible, and must be indelible (i.e. waterproof and permanently affixed).	Certification of Compliance		
MMPS1.12	The total weight, as well as any maximums, capacities, and limits of the Kit and its components must be written on the exterior of the cases on all sides, except the bottom. This information must be in Canadian English and French, must be easily legible, and must be indelible (i.e. waterproof and permanently affixed).	Certification of Compliance		
MMPS1.13	The total weight, as well as any maximums, capacities, and limits of the Kit and its components must be written on the exterior of the cases on all sides, except the bottom. This information must be in Canadian English and French, must be easily legible, and must be indelible (i.e. waterproof and permanently affixed).	Certification of Compliance		
MMPS1.14	All components must be packaged and labeled as required by Explosives Regulations, 2013 (SOR/2013-211), Transportation of Dangerous Goods Act, 1992 (1992, c. 34), and Transportation of Dangerous Goods Regulations (SOR/2001-286), as well as any applicable provincial and/or territorial laws.	Certification of Compliance		
MMPS1.15	The battery case must fit all supplied batteries including spares.	Certification of Compliance		
MMPS1.16	The battery case must include protection against short-circuits, i.e. the battery terminals must not be able to come into contact with any conductive surfaces.	Certification of Compliance		

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### 1.3. SINGLE SHOT LAUNCHERS

Product Description		Manufacturer(s) Offered:	Model #(s) Offered:	Initials
Devices that launch a single 15 millimetre (mm) pyrotechnic round.				
Item No.	Minimum Mandatory Product Specification	Method of Compliance	Product Specification Offered	Bid Cross-Reference
MMPS2.1	The single shot launcher must use 15 mm ammunition.	Product Data		
MMPS2.2	The single shot launcher must have a muzzle velocity of 152.4 meters per second (m/s) or less.	Product Data		
MMPS2.3	The single shot launcher must be of a high visibility orange or yellow colour.	Product Data		
MMPS2.4	The single shot launcher must include a tethered wrist strap.	Product Data or Photograph		
MMPS2.5	Either the single shot launcher or the tethered wrist strap must float in water.	Product Data or Photograph		

### 1.4. SHOT LAUNCHER AMMUNITION

Product Description		Manufacturer(s) Offered:	Model #(s) Offered:	Initials
Blanks, bangers, screamers, and whistlers for the single shot launchers, including any applicable Safety Data Sheets.				
Item No.	Minimum Mandatory Product Specification	Method of Compliance	Product Specification Offered	Bid Cross-Reference
MMPS3.1	Bangers, screamers, and whistlers must be 15 mm.	Product Data		
MMPS3.2	If required, blanks must be compatible with the shot launcher and shot launcher ammunition provided.	Certification of Compliance		

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1.5. SHOT LAUNCHER CLEANING KIT

Product Description		Manufacturer(s) Offered:	Model #(s) Offered:	Initials
A kit of tools required to clean the provided shot launchers.				
Item No.	Minimum Mandatory Product Specification	Method of Compliance	Product Specification Offered	Bid Cross-Reference
MMPS4.1	The shot launcher cleaning kit must include tools to clean the provided shot launcher.	Certification of Compliance		

1.6. AIR HORNS

Product Description		Manufacturer(s) Offered:	Model #(s) Offered:	Initials
Handheld devices which use compressed air to produce sound.				
Item No.	Minimum Mandatory Product Specification	Method of Compliance	Product Specification Offered	Bid Cross-Reference
MMPS5.1	The air horn must use compressed air to produce a sound.	Product Data		
MMPS5.2	The air horn must produce a sound pressure level of at least 110 decibels (dB) at a distance of 1 metre (m) from the device.	Product Data		

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**1.7. REFLECTIVE TAPE**

Product Description		Manufacturer(s) Offered:	Model #(s) Offered:	Initials
Rolled reflective tape.				
Item No.	Minimum Mandatory Product Specification	Method of Compliance	Product Specification Offered	Bid Cross-Reference
MMPS6.1	Reflective tape must be made of biaxially-oriented polyethylene terephthalate (BoPET), e.g. Mylar or equivalent, on both sides.	Product Data		

**1.8. BIRD OF PREY EYE BALLOONS**

Product Description		Manufacturer(s) Offered:	Model #(s) Offered:	Initials
Helium balloons printed with the eyes of birds of prey.				
Item No.	Minimum Mandatory Product Specification	Method of Compliance	Product Specification Offered	Bid Cross-Reference
MMPS7.1	The bird of prey eye balloons must be fillable with helium.	Product Data		
MMPS7.2	Eyes which mimic those of a bird of prey must be printed on the bird of prey eye balloons.	Product Data		
MMPS7.3	Each bird of prey eye balloon must be accompanied with fixture attachment gear (e.g. a string), spool and attachment fittings.	Product Data		

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### 1.9. HUMAN EFFIGIES (SCARECROWS)

Product Description		Manufacturer(s) Offered:	Model #(s) Offered:	Initials
Collapsible effigies having the likeness of a human, complete with compact battery powered air pump and a single set of spare batteries.				
Item No.	Minimum Mandatory Product Specification	Method of Compliance	Product Specification Offered	Bid Cross-Reference
MMPS8.1	The human effigy, i.e. scarecrow, must be air inflatable.	Product Data		
MMPS8.2	The human effigy must have a height of at least 1.2 m.	Product Data		
MMPS8.3	The human effigy, including the air pump, must be water resistant i.e. it must sustain no damage and must remain fully functional if deployed during precipitation.	Product Data		

### 1.10. BIRD OF PREY KITES

Product Description		Manufacturer(s) Offered:	Model #(s) Offered:	Initials
Kites resembling birds of prey.				
Item No.	Minimum Mandatory Product Specification	Method of Compliance	Product Specification Offered	Bid Cross-Reference
MMPS9.1	Each bird of prey kite must have a wingspan of at least 1 m.	Product Data		
MMPS9.2	Each bird of prey kite must come with equipment to set up the kite, including an extendable pole (minimum length of 1.5 m) and string (minimum length of 15 m).	Product Data		

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### 1.11. HANDHELD LASERS AND SAFETY GLASSES

Product Description		Manufacturer(s) Offered:	Model #(s) Offered:	Initials
Battery powered handheld lasers, complete safety glasses and a single set of spare batteries.				
Item No.	Minimum Mandatory Product Specification	Method of Compliance	Product Specification Offered	Bid Cross-Reference
MMPS10.1	The handheld laser must have a nominal power output of 5 milliwatts (mW).	Product Data		
MMPS10.2	The handheld laser must be battery powered.	Product Data		
MMPS10.3	The safety glasses must be selected as per CSA Standard Z94.3.1-16 Guideline for selection, use and care of eye and face protectors, 2016.	Certification of Compliance		

### 1.12. BINOCULARS

Product Description		Manufacturer(s) Offered:	Model #(s) Offered:	Initials
A pair of rugged binoculars suitable for use in marine environments, i.e. on or around a body of water.				
Item No.	Minimum Mandatory Product Specification	Method of Compliance	Product Specification Offered	Bid Cross-Reference
MMPS11.1	The binoculars must be waterproof, i.e. must not allow ingress of water when submerged.	Product Data		
MMPS11.2	The binoculars must be fog proof, i.e. must prevent formation of condensation on the lenses.	Product Data		
MMPS11.3	The binoculars must have a magnification level of 7 or greater.	Product Data		
MMPS11.4	The binoculars must be shockproof, i.e. must be capable of withstanding impact without sustaining damage. In operation,	Product Data		



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	the binoculars will experience, at a minimum, impact from being dropped and impact from colliding with a rigid structure.			
MMPS11.5	The binoculars must include a tethered wrist or neck strap.	Product Data or Photograph		
MMPS11.6	Either the binoculars or the tethered wrist or neck strap must float.	Product Data or Photograph		

### 1.13. HELIUM CANISTER

Product Description		Manufacturer(s) Offered:		Model #(s) Offered:	Initials
A helium canister for bird of prey eye balloons.					
Item No.	Minimum Mandatory Product Specification	Method of Compliance		Product Specification Offered	Bid Cross-Reference
MMPS12.1	The helium canister must comply with the Transportation of Dangerous Goods Act, 1992 (1992, c. 34) and Transportation of Dangerous Goods Regulations (SOR/2001-286).	Product Data or Certification of Compliance			
MMPS12.2	The helium canister must have volume of at least 5 litres (L).	Product Data			
MMPS12.3	The helium canister must have a regulator and a nozzle that are compatible with the associated bird of prey eye balloons.	Certification of Compliance			
MMPS12.4	The helium canister outlet must include means of protection from elements such as precipitation or sea spray while not in use.	Product Data			
MMPS12.5	The helium canister must be re-fillable.	Product Data			

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**1.14. BIRD DETERRENT LIGHTS**

<b>Product Description</b>		<b>Manufacturer(s) Offered:</b>	<b>Model #(s) Offered:</b>	<b>Initials</b>
Bird deterrent lights, complete with a single set of spare batteries if applicable.				
<b>Item No.</b>	<b>Minimum Mandatory Product Specification</b>	<b>Method of Compliance</b>	<b>Product Specification Offered</b>	<b>Bid Cross-Reference</b>
MMPS13.1	The light must be powered without the need for an external power source, e.g. by disposable batteries and/or a solar cell.	Product Data		
MMPS13.2	The light must be waterproof, i.e. must not allow ingress of water when submerged.	Product Data		
MMPS13.3	The light must rotate 360 degrees about its vertical axis or emit the same luminous intensity in all directions perpendicular to its vertical axis.	Product Data		
MMPS13.4	The light must flash intermittently.	Product Data		
MMPS13.5	The light must have a signal length of shorter duration than the flash interval.	Product Data		
MMPS13.6	The light must have a minimum luminous flux of 800 lumens (lm).	Product Data		

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### 1.15. PROPANE CANNON AND TRIPOD

Product Description		Manufacturer(s) Offered:	Model #(s) Offered:	Initials
A propane cannon and tripod with a timer and remote controller, suitable for deterring wildlife within a 2 hectare area.				
Item No.	Minimum Mandatory Product Specification	Method of Compliance	Product Specification Offered	Bid Cross-Reference
MMPS14.1	The propane cannon must be capable of repelling birds within a 2 hectare area.	Product Data		
MMPS14.2	The propane cannon must be powered without the need for an external power source, e.g. by disposable batteries and/or a solar cell. If battery powered, a single set of spare batteries must be included with each unit.	Product Data		
MMPS14.3	The tripod must allow the cannon to rotate 360 degrees about its vertical axis.	Product Data		
MMPS14.4	The propane cannon must be capable of rotating at least 90 degree about its vertical axis with each detonation.	Product Data		
MMPS14.5	The tripod must have a means of securing the base to maintain a fixed upright position.	Product Data or Photograph		
MMPS14.6	The tripod must be collapsible to facilitate stowage within the provided carrying case.	Product Data		
MMPS14.7	The propane cannon must include a timer to activate factory-set programs.	Product Data		
MMPS14.8	The propane cannon must include a remote controller to activate the cannon from a minimum distance of 180 m.	Product Data		
MMPS14.9	The propane cannon must include all hoses and fittings to connect two (2) standard portable propane tanks (QCC-1 connector) in parallel.	Product Data		
MMPS14.10	The propane cannon must have a minimum of two factory-set random fire modes including a fast multi-shot capability.	Product Data		

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MMPS14.11	The propane cannon must produce a minimum blast intensity (sound pressure level) of 120 dB at a distance of 1 m from the cannon.	Product Data		
MMPS14.12	The propane cannon must have adjustable blast intensities (sound pressure levels).	Product Data		

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Amd No.

Buyer Id  
009erd

Client Ref. No.  
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**ANNEX “2” TO PART 4 OF THE BID SOLICITATION  
CERTIFICATION OF COMPLIANCE**

As a Bidder, we have been given the opportunity to provide feedback on the content of the technical requirements for the Wildlife Deterrence - Wildlife Hazing Portable Kits procurement (Solicitation F7047-190097/A).

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

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

Company Name of the Bidder:

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Name of Bidder’s Authorized Representative:

\_\_\_\_\_

Signature of Bidder’s Designated Authority:

\_\_\_\_\_

Date:

\_\_\_\_\_