



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
See herein

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

| | |
|---|--|
| Title - Sujet EREP: Ice Skimmer Package PEIE: Ensemble récupérateur résistant à la glace | |
| Solicitation No. - N° de l'invitation F7047-190147/A | Date 2021-01-04 |
| Client Reference No. - N° de référence du client F7047-190147 | |
| GETS Reference No. - N° de référence de SEAG PW-\$ERD-005-28045 | |
| File No. - N° de dossier 005erd.F7047-190147 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-02-16 Heure Normale du l'Est HNE | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Richards, Shazia | Buyer Id - Id de l'acheteur 005erd |
| Telephone No. - N° de téléphone (343) 553-2046 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes | |

Instructions: See Herein

Instructions: Voir aux présentes

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

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

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 high capacity skimming capability to recover spilled oil in offshore, unsheltered and ice covered waters.

The Canadian Coast Guard has a requirement for Ice Skimmer Packages and supporting accessories as described in this bid solicitation.

The period of the resulting Contract will be from date of contract award to March 31, 2025 (inclusive) as specified in Schedule A under the same conditions. Delivery destinations include various locations across Canadian provinces and territories, and are identified in Schedule B.

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

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

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-United States-Mexico Agreement (CUSMA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canadian Free Trade Agreement (CFTA). Procedural requirements of the other international trade agreements such as Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) will be fulfilled following compliance to the procedural requirements of the CUSMA and WTO-AGP.

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.

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

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

Only bids submitted using epost Connect service will be accepted.

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.

The Phased Bid Compliance Process 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.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within **10 working days** from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (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: 180 days

2.2 Submission of Bids

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

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

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.

Due to the nature of the bid solicitation, bids submitted by facsimile, hardcopy or any electronic means (other than the epost Connect services provide by Canada Post Corporation) will not be accepted.

2.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than fourteen (14) 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. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

3.1.2.1 Substantial Information

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

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

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

3.1.3 Section II: Financial Bid

3.1.3.1 Pricing Submission

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

The bid must be submitted in Canadian Currency.

3.1.3.2 Electronic Payment of Invoices – Bid

If the Bidder is willing to accept payment of invoices by Electronic Payment Instruments, the Bidder should 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

While delivery of applicable items in Schedule A (Required Goods) is requested by December 31, 2021, the Bidder is requested to propose their best delivery date in Schedule B.

3.1.5 Section III: 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 (2020-05-28) 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 any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

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

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

4.1.2 Technical Evaluation

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

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

4.1.2.1. Mandatory Technical Criteria

All mandatory technical evaluation criteria are included in the Technical Bid Evaluation Plan (Annex 1 to Part 4 of the Bid Solicitation). **The Phased Bid Compliance Process will apply to all mandatory technical criteria.**

4.1.3 Financial Evaluation

1. The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2010, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax or the Harmonized Sales Tax extra. Additional terms specific to a particular evaluated price may also apply.
2. The following "Evaluated Price" equation will be used to determine the evaluated price of the bid based on the prices inserted by the Bidder in its bid Schedule A (Basis of Payment). Using the Items listed in Schedule A:

Evaluated Price = A + B + C

A = Sum of the extended prices of items 1 – 3 (inclusive)

B = Sum of the extended prices of items 4 – 7 (inclusive)

C = Hourly rate identified by bidder for options and unscheduled work will be multiplied by 100 hours*
* 100 hours is used for evaluation purpose only and in no way represents commitment by Canada

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

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

-This is repeated for item 2 and 3 inclusive.

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

-Item #3 Quantity x Item #4 Firm Unit Price = Item #4 Extended Price

-This is repeated for items 5 – 7 inclusive.

Extended Price for Hourly Rate in C is calculated as follows:

- 100 hours x Hourly Rate

4.2 Basis of Selection - Mandatory Technical Criteria

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Certification of Compliance

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

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

5.2.3 Status and Availability of Resources

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

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

5.2.4 Insurance – Proof of Availability Prior to Contract Award

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in **Part 7 – Resulting Contract Clause 7.13.1 (Commercial General Liability Insurance)**.

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

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F7047-190147/A
Client Ref. No. - N° de réf. du client
F7047-190147

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

Buyer ID - Id de l'acheteur
005erd
CCC No./N° CCC - FMS No./N° VME

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

Not used

6.2 Financial Capability

Not used

6.3 Bid Financial Security

Not used

6.4 Controlled Goods Requirements

Not used

6.5 Insurance Requirements

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

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

7.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable options to acquire goods, services or both described in the Contract, including all the Annexes, Schedules, Appendices, and any other identified documents, under the same conditions and at the prices and/or rates stated in the Contract.

The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The Contracting Authority may exercise the options on multiple occasions and at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.1.2 Addition Work Requirements (AWR)

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

7.1.3 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). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.3.1 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 C.
2. The TA will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. At the time when the Task Authorization is provided to the Contractor, the Contracting Authority or Project Authority will discuss with the Contractor to determine if there is an opportunity to include an Indigenous Benefits Plan which generates socio-economic benefits (employment, training and subcontracting) for Indigenous people or businesses.
4. The Contractor must provide the Project Authority, within 7 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
5. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.3.2 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 issued in excess of that limit must be authorized by the Technical Authority and Contracting Authority before issuance.

7.1.3.3 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.

7.1.3.4 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.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2030 (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

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

7.2.2 Supplemental General Conditions

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

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from Date of Contract to **March 31, 2025** inclusive.

7.4.2 Delivery Date

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

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

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

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

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

7.4.4 Delivery Points

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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Shazia K. Richards
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Marine Navigation and Remediation Division
270 Albert Street, Ottawa, ON K1P 6N7

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F7047-190147

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

Buyer ID - Id de l'acheteur
005erd
CCC No./N° CCC - FMS No./N° VME

Telephone: 343-553-2046
E-mail address: Shazia.Richards@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.

7.5.2 Project Authority

The Project Authority for the Contract is: **< to be announced upon contract award >**

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

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

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

7.5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment

7.7.1.1 Basis of Payment – Firm Price

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

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

7.7.1.2 Basis of Payment – Individual Task Authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with 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 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.

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

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

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

7.7.1.4 Hourly Rate – Optional Services and Unscheduled Work (rate will be added for contract award)

Bidders are requested to propose an hourly rate that will be used in the pricing of any Additional Work Requirements (see article 7.1.2)

The hourly rate quoted for AWRs must be firm, remain valid for the entire period of the Contract. The hourly rate proposed must be in accordance with the terms and conditions of this RFP (Contract Cost Principles1031-2).

Canada reserves the right to negotiate the hourly rate.

For AWRs involving labour, the Contractor will be paid (tax and travel excluded):
a firm hourly rate of \$ _____ CAD

7.7.2 Limitation of Price

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

7.7.2.1 Limitation of Expenditure - Cumulative Total of all Task Authorizations

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

7.7.3 Travel and Living Expenses – National Joint Council Travel Directive

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

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

All payments are subject to government audit.

7.7.4 Method of Payment

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

7.7.4.1.2 Milestone Payments - Subject to holdback (if applicable)

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to **90%** of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the total amount for all milestone payments paid by Canada does not exceed **90%** of the total amount to be paid under the Contract;
 - c. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
 - d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

7.7.4.1.3 Milestone Payments – Not subject to holdback (if applicable)

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

- a. an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.7.6 Taxes – Foreign-Based Contractor (if applicable)

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

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

7.7.7 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

7.7.8 Discretionary Audit

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

7.7.8.1 Discretionary Audit – Commercial Goods and/or Services

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is

further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

7.7.8.1.1 Price Certification

[C0002T](#) (2010-01-11) Price Certification – Canadian-based Supplier (other than agency and resale outlets)

OR

[C0004T](#) (2007-05-25) Price Certification – Canadian Agency and Resale Outlets

7.7.8.2 Discretionary Audit – Non-Commercial Goods and/or Services

The estimated amount of profit included in the Contractor's price or rate certification is subject to audit by Canada, before or after payment is made to the Contractor under the conditions of the Contract. The purpose of the audit would be to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated firm price and fixed-time rate contracts performed during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).

If the audit demonstrates that the actual profit is not reasonable and justifiable, as defined above, the Contractor must repay Canada the amount found to be in excess.

7.7.8.2.1 Price Certification

The Bidder certifies that the price proposed is based on costs computed in accordance with *Contract Cost Principles 1031-2*, and includes an estimated amount of profit of **\$ (to be provided by the Contractor prior to Task Authorisation)**.

OR

[C0001T](#) (2007-05-25) Price Certification – Foreign Suppliers

7.7.8.3 Price Support

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

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

7.8 Invoicing Instructions

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

- a. all information required on form [PWGSC-TPSGC 1111](#);

- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions; and
- c. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- d. a copy of time sheets to support the time claimed; and
 - e. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
 3. The Contractor must prepare and certify the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Contracting Authority for review.
The Contracting Authority will then forward the claim to the Project Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
 4. The Contractor must not submit claims until all work identified in the claim is completed. Claims must submit no more than one claim per 30- day period.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) The Articles of Agreement including:
- (b) Schedule A, Basis of Payment,
- (c) Schedule B, Deliveries and Milestones;
- (d) the supplemental general conditions 4010 (2012-07-16), Services - Higher Complexity;
- (e) 1031-2 (2012-07-16), Contract Cost Principles;
- (f) The general conditions 2030 (2020-05-28), General Conditions - Higher Complexity - Goods;
- (g) Annex A, Statement of Work;

-
- (h) Annex B, Technical Statement of Requirement;
 - (i) The signed Task Authorizations (including all of its annexes, if any); and
 - (j) The Contractor's bid dated _____.

7.12 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

Foreign Nationals (Canadian Contractor):

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

- OR -

Foreign Nationals (Foreign Contractor):

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

7.13 Insurance

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

7.13.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must

apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
- i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

7.14 Controlled Goods Program

Not used

7.15 Limitation of Liability

Not used

7.16 Access to Government Site, Facility, or Equipment

7.16.1 Government Site Regulations

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

7.16.2 Access to Facilities and Equipment

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

7.16.3 Identification Badge

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

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

7.17 Shipping Instructions

7.17.1 Delivery Instructions

7.17.1.1 Delivery Instructions

1. Goods must be consigned to the destination specified in the Contract and delivered: Delivered Duty Paid (DDP) (specified destination) Incoterms 2010.
2. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties, import clearances, and Applicable Taxes. **Delivery includes any loading and unloading expenses.**
3. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the designated contact person at least 2 business days in advance of the delivery time. The consignee may refuse deliveries when prior arrangements have not been made.
4. Refer to Schedule B for additional instructions.

7.17.1.2 Delivery Instructions for Optional Goods (if applicable)

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

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

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

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

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

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

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

7.17.2 Wood Packaging Materials

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

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

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

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

7.17.3 Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

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

7.17.4 Transportation of Dangerous Goods/Hazardous Products

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

7.17.5 Shipment of Dangerous Goods/Hazardous Products

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

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

1. The Contractor must mark dangerous goods/hazardous products which are classed as dangerous/hazardous as follows:
 - a. shipping container - in accordance with the Transportation of Dangerous Goods Act, 1992, c.

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

7.18 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

Instructions to Bidders:

The Bidder must complete the fill-ins and tables in Sections 4 and 5 of Schedule A and Section 3 of Schedule B as follows:

- a. *All prices must be in Canadian currency;*
- b. *All prices must include customs duties;*
- c. *All prices must not include Applicable Taxes;*
- d. *The Bidder must provide firm unit prices for each item in:*
 - i. *Section 4 (Required Goods and/or Services); and*
 - ii. *Section 5 (Optional Goods and/or Services).*
- e. *The Bidder must propose dates (in calendar days from date of Contract). These proposed dates will be used as firm delivery dates for any resulting contract.*
- f. *The Bidder is requested to identify its proposed Delivery Dates for each applicable Item in Schedule B (Deliveries and Milestones).*
- g. *If any Delivery Date element is left blank, Canada will insert "31 December 2021" for that element.*
- h. *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*
- i. *The Bidder must take into account any notes associated with a particular Item and/or cost element.*

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

1. General

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

For example, if prices were based on the calendar year and a contract amendment was issued on December 31, 2020 to purchase a widget but the widget was not delivered until January 1, 2021, the contract amendment and invoice for the order must reflect the Year 2020 price and not the Year 2021 price.

2. Currency

All prices are in Canadian currency.

3. Item Descriptions

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

4. Required Goods

| Item No. | Item Description ¹ | Quantity | Firm Unit Price (CAD) | Extended Price (CAD) |
|----------|---|-----------------|-----------------------|----------------------|
| 1 | Supply a complete Ice Skimmer Package IAW the Contract including SOW and all Annexes and Appendices. (Refer to Schedule A, 3. Item Descriptions) | 2 | | |
| 2 | Complete delivery of Item 1 to Quebec City, QC (Refer to Note A) | 2 | | |
| 3 | Generate and supply all of the required documents IAW SOW Appendices 1 & 2 Documentation | As per Contract | N/A | |

Notes:

¹ Brief description of the item that must be supplied in accordance with the Contract including all Annexes and Appendices.

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

IAW In accordance with
 N/A Not Applicable

4.1 Changes to the Delivery Destinations or Quantities

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

5. Optional Goods and/or Services

| Item No. | Item Description ² | Max Quantity ³ | Firm Unit Price |
|----------|---|-------------------------------|--|
| | | | DDP Destination ⁴ Date of Contract Award to March 31, 2025 |
| 4 | Ice Skimmer Package IAW the attached Annex A – Statement of Work Requirements Destination – Quebec City, QC (Refer to 3. Item Descriptions) Steam Generator | 1 | |
| 5 | IAW the attached Annex A – Statement of Work Requirements and Annex B – Technical Statement of Requirements Technical Maintenance Training^{5,6} | 3 | |
| 6 | IAW the attached Annex A – Statement of Work Requirements 4.2 Operational Training^{5,6} | 4 (2 English and 2 French) | |
| 7 | IAW the attached Annex A – Statement of Work Requirements 4.3 All rated and required rigging fittings, hoisting slings and hardware for the storage containers | 4 (2 English and 2 French) | |
| 8 | IAW the attached Annex B – Technical Statement of Requirements Recommended Spare Parts and Tools Kits | TBD | TBN |
| 9 | The provision of any or all spares in support of the deliverables as detailed the final Recommended Spare Parts and Tools List (CDRL item DID-TM-03), as accepted by Canada. (The contents of each Kit will be determined if and when options are exercised.) | TBD | TBN |

Notes:

² A brief description of the item that must be delivered 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 for which the unit price

Solicitation No. - N° de l'invitation
F7047-190147/A
Client Ref. No. - N° de réf. du client
F7047-190147

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

Buyer ID - Id de l'acheteur
005crd
CCC No./N° CCC - FMS No./N° VME

applies.

⁴ The Firm Unit Price for the Item includes all costs Delivered Duty Paid (DDP), Canadian customs duties and excise taxes included, and the applicable taxes excluded. **Delivery includes any loading and unloading expenses.**

⁵ Units indicate total number of sessions;

⁶ The Firm Unit Price for the Item does not include travel and living expenses for any applicable commissioning and/or training associated with the Item will be paid in accordance with Article 7.7.3 of the Contract. Travel and living expenses for any applicable

IAW In accordance with

TBD To be determined

TBN To be negotiated after contract award

5.1 Changes to the Delivery Destinations or Quantities

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

6. Additional Work Requirements and Task Authorizations

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

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

SCHEDULE B
DELIVERIES AND MILESTONES

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. If the 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. Delivery Date Changes

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

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

3. Schedule of Deliveries and Milestone Payments - Required Goods and Services

| Milestone # | Item Short Description | Quantity | Required Delivery Date ⁷ | Delivery Location | Delivery Date(s) (Calendar Days ACA) | Milestone Claim Value ⁸ | Holdback Value |
|-------------|---|-----------------|-------------------------------------|-------------------|--|------------------------------------|----------------|
| 1 & 2 | Ice Skimmer Package IAW the attached Annex A – Statement of Work Requirements. | 2 | 31 December 2021 | Quebec City, QC | | 90% | 10% |
| 3 | Documentation Generate and supply all of the required Drawing Packages and all documents in accordance with Annex A, Statement of Work. | As Per Contract | As Per Contract | Quebec City, QC | TBD after contract award | N/A | |

NOTES:

⁷ 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.

⁸ Claim Value is the maximum percentage of the Unit Price of items that the Contractor can submit a claim in accordance with the Contract upon achieving the Milestone.

ACA After Contract Award Date
 N/A Not applicable

Annex A

Statement of Work

Environmental Response Equipment Modernization/Mobile Incident Command Equipment Project

Ice Skimmer Package

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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 supporting infrastructure.

1.2 PURPOSE

The CCG requires high capacity skimming capability to recover spilled oil in offshore, unsheltered and ice covered waters. This Statement of Work (SOW) defines the requirements of the Work and stipulates the deliverables required for the provision of the Ice Skimmer, hereinafter referred to as the "Ice Skimmer Package".

The Ice Skimmer Package will consist of the following **major** components, as described in the accompanying Technical Statement of Requirements (TSOR) – Annex B:

- a. A skimmer head;
- b. A hose reel;
- c. A hydraulic power unit (HPU);
- d. Storage container(s);
- e. A steam generator;
- f. One bilingual hard-copy of the Operations and Maintenance Manual in both of Canada's official languages i.e., English and French; and
- g. One bilingual hard-copy of the Equipment Instructions Illustration.

1.3 SCOPE

All requirements, specifications, and other indications in this SOW regarding the Work required in the provision of the Ice Skimmer Package(s) also pertain to each individual component of the Ice Skimmer Package (as defined in the TSOR), whether they are purchased together as a complete package, as individual items, or in any other combination.

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

SECTION 2 PROJECT MANAGEMENT

2.1 GENERAL

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

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

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

2.2 PROJECT SCHEDULE

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

2.3 PROJECT REVIEW AND CONTROL

The Contractor must convene and co-chair all meetings required by this SOW at the Contractor's own facilities, unless otherwise agreed to by Canada or noted herein. All facilities used to convene scheduled meetings must, at a minimum, be suitable for private discussion and comfortably accommodate all meeting attendees. Canada will send a maximum of four (4) attendees for in-person meetings. Teleconference and videoconference may be acceptable at the discretion of Canada.

2.3.1 Meeting Structure and Recording

The Contractor must provide Canada with a Meeting Agenda for each scheduled meeting at least three (3) business days before it is scheduled to occur and a comprehensive Record of Decisions no later than three (3) business days after each meeting (scheduled and unscheduled) has occurred. All Meeting Agendas and Records of Decisions must be reviewed and accepted by Canada.

2.3.2 Contract Kick-off Meeting

Unless otherwise specified, the Contractor must convene and co-chair a two-day Contract Kick-off Meeting no later than 14 calendar days after Contract Award. Unless otherwise specified, the meeting must be held in Canada. At a minimum, the following documents will be reviewed:

- a. Contract (including Annex A and Annex B);
- b. Project Schedule (as per **CDRL item DID-PM-01**);
- c. Concept Design Drawing Package;
- d. Quality Management Systems (as per Section 3.1) of the Contractor and the entity or entities performing the design, manufacturing, and assembly of the Ice Skimmer Package(s); and
- e. Contractor presentation on the facilities that will be used in the manufacturing and assembly of the Ice Skimmer Package(s) (including the facilities of all major subcontractors). The presentation must include pictures, video footage or any other information required to depict all of the equipment and

areas of the facility which will be used in order to provide insight into manufacturing processes and procedures.

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

2.3.3 Bi-Weekly Progress Report

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

- a. Executive summary of events;
- b. Updated Project Schedule, including schedule forecast to date against the baseline with any slippage identified; and
- c. Potential technical adjustments that may be required.

Unless otherwise specified by Canada, the Contractor must submit each bi-weekly progress report by Monday, 9am Eastern Standard Time (EST).

2.3.4 Bi-Weekly Progress Meeting (Teleconference)

The Contractor must participate in bi-weekly (occurring once every two weeks) meetings, scheduled by Canada following receipt of the Progress Report, to review Contract progress. Subcontractors may be required to attend. Unless otherwise specified by Canada, Contract Progress Meetings will occur via teleconference.

2.3.5 Cancellation of Meetings

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

2.3.6 Unscheduled Meetings

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

2.3.7 Problem Reporting

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

SECTION 3 SYSTEM ENGINEERING MANAGEMENT

3.1 QUALITY ASSURANCE

The Contractor and the entity or entities performing the design, manufacturing, assembly of manufactured components and verification/testing of the Ice Skimmer Package (including all components of the package) must have a Quality Management System (QMS) in place for:

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

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

3.2 DESIGN REVIEW MEETINGS

3.2.1 Preliminary Design Review Meeting

In preparation for the Preliminary Design Review Meeting, the Contractor must provide the first submission of the Detailed Design Package as per **CDRL item DID-SE-01** for review and comment by Canada. Unless otherwise specified by Canada, the Contractor must convene and co-chair a Preliminary Design Review Meeting to be held via teleconference/videoconference no later than 10 business days after providing the first submission of the Detailed Design.

3.2.2 Critical Design Review Meeting

In preparation for the Critical Design Review Meeting, the Contractor must provide the second submission of the Detailed Design Package as per **CDRL item DID-SE-01** for review and comment by Canada. Unless otherwise specified by Canada, the Contractor must convene and co-chair a Critical Design Review Meeting to be held via teleconference/videoconference no later than 10 business days after providing the second submission of the Detailed Design. If subsequent review meetings are required, they must be held by teleconference/videoconference no later than 5 business days after submitting the most recent revision of the document to Canada.

3.3 TESTING AND CERTIFICATION

Unless otherwise specified by Canada, all testing activities must be conducted at the Contractor's designated facility in the presence of a representative of Canada. The Contractor must notify Canada no less than three weeks prior to conducting any testing in Canada, and no less than three months prior to conducting any testing outside of Canada. Photos, video or live streaming will be required in the event that Canada is not able to attend in person. The format must be reviewed and accepted by Canada.

3.3.1 Test Readiness Review Meeting

Prior to the initiation of Product Verification Testing, the Contractor must convene and co-chair a Test Readiness Meeting which is to be held via teleconference/videoconference, unless otherwise specified by Canada. The purpose of the review is to ensure that the Ice Skimmer Package is ready to proceed into formal tests. The Test Readiness Review assesses test objectives, test methods and procedures, scope of tests, and safety and confirms that required test resources have been properly identified and coordinated to support planned tests.

3.3.2 Product Verification

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

- a. Perform all required Product Verification identified in the Product Verification Plan (**CDRL item DID-SE-02**) on the first complete Ice Skimmer Package (including all components of the package), demonstrating to Canada that the first Ice Skimmer Package meets all of the technical requirements as defined in the TSOR - Annex B;
- b. Submit a Product Verification Report as per **CDRL item DID-SE-03**; and
- c. Obtain Canada's formal approval of the first complete Ice Skimmer Package and Product Verification Report. **The Product Verification Report must be formally accepted by Canada prior to manufacturing the second and all subsequent Ice Skimmer Packages.**

3.3.3 System Verification Meeting

Following the successful completion of Product Verification Testing and formal acceptance of the Product Verification Report, the Contractor must convene and co-chair a System Verification Meeting which is to be held via teleconference/videoconference, unless otherwise specified by Canada. The purpose of this meeting is to ensure that the production configuration of the Ice Skimmer Package has been validated against all TSOR requirements through the Design Review and Product Verification processes.

3.3.4 Quality Assurance Testing

Quality Assurance Testing includes the tests and inspections conducted after the complete manufacture of each Ice Skimmer Package and prior to delivery (with the exception of the first Ice Skimmer Package which was tested as per section 3.3.2).

The Contractor must develop a Quality Assurance Plan, as per **CDRL item DID-SE-04**, for review and acceptance by Canada. The Quality Assurance Plan defines how the Contractor plans to verify conformity with the approved design for each Ice Skimmer Package, including the tests and examinations that will be carried out on: the first unit, random samples of units, every xth unit, each unit, etc. The final version of the Quality Assurance Plan must be formally accepted by Canada prior to conducting any Quality Assurance activities.

Prior to shipping an Ice Skimmer Package, the Contractor must:

- a. Perform all required Quality Assurance Testing identified in the Quality Assurance Plan (**CDRL item DID-SE-04**), demonstrating to Canada that the Ice Skimmer Package is fully operational;
- b. Submit a Quality Assurance Report for the Ice Skimmer Package, as per **CDRL item DID-SE-05**; and
- c. Obtain Canada's formal approval for the Ice Skimmer Package and the Quality Assurance Report. **Each Quality Assurance Report must be formally accepted by Canada prior to shipping each Ice Skimmer Package.**

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The final versions of the Detailed Design Package, the Product Verification Plan, and the Quality Assurance Plan must be formally accepted by Canada prior to commencing manufacturing or any manufacturing related activities.

SECTION 4 EQUIPMENT TRAINING AND FAMILIARIZATION

4.1 GENERAL CONSIDERATIONS

The Contract includes options to provide two different types of equipment training and familiarization sessions to ensure that CCG personnel are appropriately trained on the safe operation and maintenance practices for the Ice Skimmer Package. The two different training sessions are:

- a) Technical Maintenance Training; and
- b) Operational Training

The Contractor must provide an Equipment Training and Familiarization Plan, as per **CDRL item DID-ETR-01**, for review and acceptance by Canada. The final version of the Equipment Training and Familiarization Plan must be formally accepted by Canada before Training options can be exercised.

The Contractor must provide all Equipment Training and Familiarization Materials, as per **CDRL item DID-ETR-02**, for review and acceptance by Canada. The final version of the Equipment Training and Familiarization Materials must be formally accepted by Canada before Training options can be exercised. All training materials must be bilingual.

Unless otherwise specified by Canada, all equipment training and familiarization sessions will be conducted at CCG facilities in locations identified in Schedule B - Deliveries and Milestones. The training sessions will be delivered in either English or French. Canada will confirm the required language of each session prior to delivery.

4.2 TECHNICAL MAINTENANCE TRAINING

4.2.1 Objective

The objective of the Technical Maintenance Training Session is to provide participants with an understanding of all components of the Ice Skimmer Package, the safe manner of operation, appropriate maintenance practices, and associated limitations of all the equipment to allow for the proper care and maintenance of the Ice Skimmer Package. Unless otherwise specified by Canada, the Contractor must deliver the Technical Maintenance Training Session using a combination of classroom (theoretical) and in-field (practical) training. The in-field training may take place dockside or aboard a ship.

4.2.2 Class Size and Participants

Each Technical Maintenance Training Session will be attended by certified CCG ER trainers, with the potential of additional personnel of varying experience and knowledge of ER equipment. It is anticipated that 6-10 participants will attend each Technical Maintenance Training Session. Training materials must be supplied to all participants.

4.2.3 Scheduling and Duration

Unless otherwise specified by Canada, the Technical Maintenance Training Session will be scheduled following delivery at a time that is agreed upon by Canada and the Contractor. Unless otherwise specified by Canada, the Technical Maintenance Training Session is expected to be delivered in a half workday (i.e., 3-4 hrs). The Technical Maintenance Training Session must be a distinct session from the Operational Training Session (Section 4.3).

4.3 OPERATIONAL TRAINING

4.3.1 Objective

The objective of the Operational Training Session is to provide participants with a working knowledge of the Ice Skimmer Package to allow for the safe operation of the system in normal vendor conditions. Unless otherwise specified by Canada, the Contractor must deliver the Operational Training Session using a combination of classroom (theoretical) and in-field (practical) training. The in-field training may take place dockside or aboard a ship.

4.3.2 Class Size and Participants

Each Operational Training Session will be attended by certified CCG ER trainers, with the potential of additional personnel of varying experience and knowledge of ER equipment. It is anticipated that 6-10 participants will attend each Operational Training Session. Training materials must be supplied to all participants.

4.3.3 Scheduling and Duration

Unless otherwise specified by Canada, the Operational Training Session will be scheduled following delivery at a time that is agreed upon by Canada and the Contractor. Unless otherwise specified by Canada, the Operational Training Session is expected to be delivered in a half workday (i.e., 3-4 hrs). The Operational Training Session must be a distinct session from the Technical Maintenance Training Session (Section 4.2).

SECTION 5 TECHNICAL MANAGEMENT

The Contractor must provide the following:

- a. **Operations and Maintenance Manual** for the Ice Skimmer Package, as per **CDRL item DID-TM-01**
- b. **As-Built Drawing Package** for the Ice Skimmer Package, as per **CDRL item DID-TM-02**
- c. **Recommended Spare Parts List** for the Ice Skimmer Package, as per **CDRL item DID-TM-03**
- d. **Equipment Instructions Illustration** for the Ice Skimmer Package, as per **CDRL item DID-TM-04**
- e. **Original Equipment Manufacturer (OEM) Manuals** for any off-the-shelf equipment provided with the Ice Skimmer Package. OEM manuals must be provided in both Canadian English and French. Where English or French are not readily available commercially, unilingual versions in either of Canada's official languages will be accepted. The manuals must be provided at least 20 business days prior to the first shipment.

APPENDIX 1 CONTRACT DATA REQUIREMENTS LIST

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

IDENTIFICATION NUMBER (ID No.)

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

- Project Management is defined with 'PM';
- System Engineering Management is defined with 'SE'
- Equipment Training and Familiarization is defined with 'ETR'; and
- Technical Management is defined with 'TM'.

TITLE OF DATA

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

CONTRACT REFERENCE (REFERENCE)

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

LANGUAGE

Identifies the language of the delivered data. All draft documents must be provided in English. 'Bilingual' indicates the data item must be delivered in both the official Canadian English and French languages. Following acceptance of the Final English document by Canada, the Contractor must provide the Final French document.

DATE OF FIRST SUBMISSION

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

SUBSEQUENT SUBMISSION DETAILS

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

FINAL FORMAT

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

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| ID No. | Title of Data | Reference | Language | Date of First Submission | Subsequent Submission Details | Final Format |
|---|--|-----------|-----------|--|--|----------------------------------|
| Project Management | | | | | | |
| DID-PM-01 | Project Schedule ¹ | SOW 2.2 | English | 3 business days prior to contract kick-off meeting | 5 business days after receiving CCG comments; Updated and submitted weekly once accepted | PDF, native file |
| System Engineering Management | | | | | | |
| DID-SE-01 | Detailed Design Package ¹ | SOW 3.2.1 | English | 20 business days after contract kick-off meeting | 10 business days after receiving CCG comments | PDF (11x17", 600 DPI) |
| DID-SE-02 | Product Verification Plan ¹ | SOW 3.3.2 | English | 20 business days after the contract kick-off meeting | 10 business days after receiving CCG comments | PDF, hard copies of certificates |
| DID-SE-03 | Product Verification Report ² | SOW 3.3.2 | English | 3 business days after Product Verification Testing | 2 business days after receiving CCG comments | PDF |
| DID-SE-04 | Quality Assurance Plan ¹ | SOW 3.3.4 | English | 20 business days after contract kick-off meeting | 10 business days after receiving CCG comments | PDF, hard copies of certificates |
| DID-SE-05 | Quality Assurance Report ² | SOW 3.3.4 | English | 3 business days after first Quality Assurance Test | 3 business days after each subsequent Quality Assurance Test | PDF |
| Equipment Training and Familiarization | | | | | | |
| DID-ETR-01 | Equipment Training and Familiarization Plan ³ | SOW 4.1 | Bilingual | 20 business days before the shipment of the last Ice Skimmer Package | 5 business days after receiving CCG comments | PDF |

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| | | | | | | |
|-----------------------------|---|---------|-----------|--|--|-------------------------------------|
| DID-ETR-02 | Equipment Training and Familiarization Materials ³ | SOW 4.1 | Bilingual | 20 business days before the shipment of the last Ice Skimmer Package | 5 business days after receiving CCG comments | PDF |
| Technical Management | | | | | | |
| DID-TM-01 | Operations and Maintenance Manual ⁴ | SOW 5 | Bilingual | 20 business days prior to first shipment | 5 business days after receiving CCG comments | PDF, Hard copies with each delivery |
| DID-TM-02 | As-Built Drawing Package ⁴ | SOW 5 | Bilingual | 20 business days prior to first shipment | 5 business days after receiving CCG comments | PDF (11x17", 600 DPI) |
| DID-TM-03 | Recommended Spare Parts List ⁴ | SOW 5 | Bilingual | 20 business days prior to first shipment | 5 business days after receiving CCG comments | PDF (11x17", 600 DPI) |
| DID-TM-04 | Equipment Instructions Illustration ⁴ | SOW 5 | Bilingual | 20 business days prior to first shipment | 5 business days after receiving CCG comments | PDF, Hard copies with each delivery |

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

2 The Product Verification Report must be accepted by Canada prior to commencing all subsequent manufacturing or manufacturing related activities, and each Quality Assurance Report must be accepted by Canada prior to shipping the units tested.

3 Final versions must be accepted by Canada prior to the shipment of the last Ice Skimmer Package.

4 Final versions must be accepted by Canada prior to the first shipment of the Ice Skimmer Package.

APPENDIX 2 DATA ITEM DESCRIPTIONS

Project Management

| | |
|--|---|
| Title: Project Schedule | Identification Number: DID-PM-01 |
| Description: The Project Schedule defines the timeline on which the Contractor will execute the project. Once accepted, the Contractor must submit an updated Project Schedule each week (Monday, 9am EST), including schedule risks and schedule slippage. | |
| Content: At a minimum, the following information must be included: A schedule that identifies and quantifies (level of effort) the Work to be done by the Contractor in order to successfully deliver on all requirements of the Contract and details, at a minimum: <ul style="list-style-type: none">a. Contract milestones (e.g., Contract Kick-off Meeting, review meetings, testing, acceptance, shipment, etc.);b. All tasks required for the comprehensive delivery of the Ice Skimmer Packages and all associated components (e.g., design, material acquisition, manufacturing, assembly, etc.), as per the Contract;c. All tasks required for the comprehensive delivery of all documentation deliverables, as per the Contract. The Project Schedule must also identify potential schedule risks to the project. Risk management responsibilities and a detailed risk mitigation plan must be included for each risk identified. In weekly updates to the Project Schedule, the project risks must be updated and slippage must be identified, explained, and include a specific risk mitigation plan. | |

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Data Item Descriptions

System Engineering Management

Title: Detailed Design Package

Identification Number: DID-SE-01

Description:

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

Content:

The Detailed Design Package must include the complete detailed design drawings based the contractors proposed Ice Skimmer Package. The drawings must:

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

At a minimum, drawings of the following must be provided:

- i. The Skimmer head;
- ii. The hydraulic power unit;
- iii. The umbilical hose reel;
- iv. The steam generator; and
- v. The storage containers (empty and loaded).

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

All calculations (including inputs, assumptions and outputs) must be provided for the following:

- i. The diesel engine and pump pairing;
- ii. The hydraulic circuit to govern the maximum rotational speed of the recovery module;
- iii. The hydraulic circuit to govern the maximum rotational speed of the umbilical hose reel;
- iv. The buoyancy and stability of the skimmer head;
- v. Safety factor calculations for all hoisting points.

Unless otherwise specified by Canada, all final drawings must be sealed and certified by a licensed Professional Engineer.

Title: Product Verification Plan

Identification Number: DID-SE-02

Description:

The Product Verification Plan must clearly demonstrate how each TSOR requirement is met by the provided design. The Product Verification Plan defines all testing activities and certifications required

STATEMENT OF WORK
Data Item Descriptions

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|---|--|
| Title: Product Verification Plan | Identification Number: DID-SE-02 |
| prior to final design acceptance and must prove that the provided design is compliant with all TSOR requirements. | |
| <p>Content:</p> <p>The Product Verification Plan must identify all testing and certification that will take place during Product Verification Testing. The final accepted version of the Product Verification Plan must be used as the template for the Product Verification Test Report as per DID-SE-03.</p> <p>The Product Verification Plan must include:</p> <p>Pre-test Checklist</p> <p>A pre-test checklist must be included for all safety critical testing events, such as Product Verification Testing, to ensure that environmental conditions (e.g. wind speed, wave height) are within safe thresholds, all required equipment is present and operational, and all required personnel are present.</p> <p>Test Items</p> <p>At a minimum, all testing and inspections required in the TSOR, Annex B must be conducted on the first complete Ice Skimmer Package produced.</p> <p>Test Procedures</p> <p>For each Test Item, the following must be described</p> <ul style="list-style-type: none">• Test methods;• Safety precautions;• Measurement parameters;• Pass/fail criteria; and• Procedure in case of test interruption. <p>Mitigation and Re-testing Strategies</p> <p>Must include mitigation and re-testing strategies that will be used should any non-conformance issues arise during testing. Must provide a process for Canada's review and approval detailing all actions to be taken in order to address any non-conformance issues which may arise.</p> <p>Test Schedule</p> <p>Must specify the test date, time, and location for each test, and must reference the Project Schedule.</p> <p>Certifications and Material Data Sheets</p> <p>All Certifications and Material Data Sheets indicated in the TSOR are required for each Ice Skimmer Package, at a minimum. If a single certification or material data sheet applies to several Ice Skimmer Packages, copies must be appended to each associated Quality Assurance Report. At a minimum, certification, specifications and material data sheets must be provided for:</p> <ol style="list-style-type: none">a. Rated working pressure of the supplied hydraulic hose assemblies and the discharge hose assemblies (as per TSOR section B.5.3.);b. Rated proof pressure of the supplied discharge hose(s) (as per TSOR section B.5.3.);c. Professional Engineer signoff on all lifting point design calculations (as per TSOR section B.1.4.);d. Certificates confirming a minimum 90% of the initial storage period of all elastomeric materials (as per TSOR section C.7.); ande. Oil recovery and efficiency test report (as per TSOR section B.3.) | |

STATEMENT OF WORK
Data Item Descriptions

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

| | |
|---|--|
| Title: Quality Assurance Plan | Identification Number: DID-SE-04 |
| Description: The Quality Assurance Plan defines all testing activities and certifications required prior to shipment to demonstrate compliance with the Ice Skimmer Package design provided by the vendor and validated through the Product Verification Plan. The Quality Assurance Plan must incorporate the Quality Management Systems, as per Section 3.1, of all entities involved with the Work. | |
| Content: The Quality Assurance Plan must identify all testing and certification that will take place during Quality Assurance Testing. The final accepted version of the Quality Assurance Plan must be used as the template for the Quality Assurance Reports as per DID-SE-05. The Quality Assurance Plan must include: Test Items At a minimum, all testing and inspections described in the Quality Management System must be conducted on each Ice Skimmer Package, including: <ul style="list-style-type: none">• All QMS procedures related to the calibration of manufacturing and testing equipment;• The verification of all material certifications required for each Ice Skimmer Package; and• All testing and inspection of the Ice Skimmer Packages prior to shipment; Test Procedures For each Test Item, the following must be described <ul style="list-style-type: none">• Test methods;• Safety precautions;• Measurement parameters;• Pass/fail criteria; and• Procedure in case of test interruption. Mitigation and Re-testing Strategies | |

STATEMENT OF WORK
Data Item Descriptions

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|---|---|
| Title: Quality Assurance Plan | Identification Number: DID-SE-04 |
| <p>Must include mitigation and re-testing strategies that will be used should any non-conformance issues arise during testing. Must provide a process for Canada's review and approval detailing all actions to be taken in order to address any non-conformance issues which may arise.</p> <p>Test Schedule Must specify the test date, time, and location for each test, and must reference the Project Schedule.</p> <p>Certifications and Material Data Sheets All Certifications and Material Data Sheets indicated in TSOR are required for each Ice Skimmer Package, at a minimum. If a single certification or material data sheet applies to several Ice Skimmer Packages, copies must be appended to each associated Quality Assurance Report.</p> | |

| | |
|--|---|
| Title: Quality Assurance Report | Identification Number: DID-SE-05 |
| <p>Description: The Quality Assurance Report details the results of the Quality Assurance testing outlined in the Quality Assurance Plan (DID-SE-04) and demonstrates to Canada that each Ice Skimmer Package is fully operational. The Quality Assurance Report must be certified by the Contractor as an accurate record of the test results.</p> <p>Content: As outlined in DID-SE-04, the test report must include, at a minimum: test personnel, item under test, test procedures, test conditions, problems encountered, and test results. The template accepted as per DID-SE-04 must be used.</p> <p>All relevant Certification and Material Data Sheets, or copies thereof, must be appended to each Quality Assurance Test Report.</p> | |

Equipment Training and Familiarization

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| Title: Equipment Training and Familiarization Plan | Identification Number: DID-ETR-01 |
| <p>Description: The Equipment Training and Familiarization Plan must describe in detail, the topics that will be delivered as part of the Operational and Technical Maintenance training and familiarization sessions as well as the associated schedule and training materials required.</p> <p>Content: At a minimum, the following information must be included:</p> <p>Objectives Identify the equipment training session and performance objectives for participants.</p> <p>Training Materials Identify all training materials and equipment required to deliver the equipment training sessions.</p> <p>Training Schedule & Session Duration</p> | |

STATEMENT OF WORK
Data Item Descriptions

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| Title: Equipment Training and Familiarization Plan | Identification Number: DID-ETR-01 |
| Provide an itinerary for the equipment training sessions, identifying all key training topics and the time allotted to each topic, including breaks for the participants. | |

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| Title: Equipment Training and Familiarization Materials | Identification Number: DID-ETR-02 |
| Description: The Equipment Training and Familiarization Materials must cover, in detail, all information that will be delivered as part of the Operational and Technical Maintenance training and familiarization sessions. | |
| Content: At a minimum, the following information must be included: Training Topics At a minimum, the following topics must be addressed: <ol style="list-style-type: none">a. The purpose and function(s) of each component of the Ice Skimmer Package;b. Any attendant safety hazards and the required personal protective equipment (PPE);c. Demonstration of how to operate, clean and store all components of the Ice Skimmer Package;d. Safe operational limitations of each Ice Skimmer Package component;e. Pre and post-operational checks;f. Fault location and diagnostic techniques; andg. Preventive and corrective maintenance procedures. | |

Technical Management

| | |
|--|---|
| Title: Operations and Maintenance Manual | Identification Number: DID-TM-01 |
| Description: The Operations and Maintenance Manual must include all the necessary information required to safely operate the Ice Skimmer Package. The document must include colour labelled diagrams, pictograms, and illustrations, as well as sequential instructions where applicable. It must also must provide Canada with all the necessary information required for the preventive maintenance, corrective maintenance, and specialized maintenance of the Ice Skimmer Package. | |
| Content: At a minimum, the following Operational information must be included: <ol style="list-style-type: none">a. How to operate the complete Ice Skimmer Package, including all known hazards and safety measures to mitigate risk;b. All steps required to render the Ice Skimmer Package fully operational following delivery;c. How to install and remove components of the Ice Skimmer Package;d. How to troubleshoot the equipment;e. How to safely clean, store and transport the Ice Skimmer Package, including the identification of cautions and warnings to prevent crew and equipment from damage. | |

STATEMENT OF WORK
Data Item Descriptions

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|--|--|
| Title: Operations and Maintenance Manual | Identification Number: DID-TM-01 |
| <p>The manual must also include pre- and post-operational checklists for all supplied and furnished equipment. The Pre-Operational Checklist must define all indicators needed to ensure that the Ice Skimmer Package is operationally ready prior to operation. The Post-Operational Checklist must supplement its counterpart with cleaning procedures and recommended storage practices, as well as return-to-service instructions.</p> <p>At a minimum, the following Maintenance information must be included:</p> <ul style="list-style-type: none">a. Recommended preventative maintenance and preventative maintenance intervals. While not an exhaustive list, each maintenance procedure must:<ul style="list-style-type: none">• List the number of personnel and the estimated time to perform the activity;• Identify the potential hazards and personal protective equipment (PPE) to use when performing the activity;• Identify all parts, consumables, tools or equipment required to perform the maintenance activity;• Define the sequential steps to safely perform the activity (including pictograms);• Identify any subsequent effort required to verify that the activity was properly executed;• Identify maintenance dictated by regulatory or warranty requirements (e.g., safety equipment);b. Recommended corrective maintenance procedures.c. Any specialized maintenance activity that should be conducted by a qualified third party. | |

| | |
|--|--|
| Title: As-Built Drawing Package | Identification Number: DID-TM-02 |
| <p>Description:</p> <p>The As-Built Drawing Package must include all engineering drawings for the Ice Skimmer Package that reflect any revisions or changes that occurred during the manufacturing process. All drawings must detail the key components of each assembly, and their respective interconnection(s).</p> | |
| <p>Content:</p> <p>At a minimum, the following information must be included:</p> <p>As-Built Drawing Package for the Ice Skimmer Package must reflect all changes to the Detailed Design during the construction process, and show the exact dimensions, geometry, and location of all Ice Skimmer Package components.</p> <p>If there are deviations between individual units or between series of units, they must be captured by noting the serial numbers to which specific details or drawings apply.</p> <p>Each drawing must include the drawing title, drawing number, revision number, drawing scale, units of measure, all measurements and configurations of components, dimensioned features, legend (as applicable), assembly notes, and author of drawing.</p> <p>Unless otherwise specified by Canada, all final drawings must be sealed and certified by a licensed Professional Engineer.</p> | |

STATEMENT OF WORK
Data Item Descriptions

| | |
|---|---|
| Title: Recommended Spare Parts List | Identification Number: DID-TM-03 |
| Description: The Recommended Spare Parts List identifies all items that the Contractor recommends to support ongoing maintenance activities (i.e., preventive and corrective) for each Ice Skimmer Package. Canada will use these recommendations to support the decision to procure spare parts and to facilitate the lifecycle management process of the Ice Skimmer Package. | |
| Content: At a minimum, the following information must be included for each spare part: <ol style="list-style-type: none">a. Item name;b. Item description (i.e. performance characteristics such as product specification, attributes, form, function, etc.);c. Manufacturer name and address;d. Manufacturer model number;e. Manufacturer part number;f. Quantity recommended to support a single Ice Skimmer Package over two years of operation;g. Quantity recommended for warehousing;h. Expiry (if applicable);i. Price per unit (will be subject to price verification);j. Lead time when ordering;k. NATO Stock Number (if applicable)l. Warranty (only applicable if above and beyond the Articles of Agreement);m. Recommended storage requirements and conditions (special conditions included);n. Recommended maintenance (if applicable); ando. Identification as a critical spare (as/if applicable). | |

| | |
|--|---|
| Title: Equipment Instructions Illustration | Identification Number: DID-TM-04 |
| Description: The Equipment Instructions Illustration must show, through a combination of text and illustration/pictograms, the appropriate deployment, operation, and retrieval of the Ice Skimmer Package. The Equipment Instructions Illustration must be secured to the inside one of the container doors and be waterproof to withstand a marine environment (for example, laminated pages or specialized paper). The Contractor may propose various waterproofing solutions for consideration by Canada. One bilingual hard copy must be provided for each Ice Skimmer Package. | |
| Content: At a minimum, the following information must be included: <ol style="list-style-type: none">a. Deployment of the system;b. Operation of the skimmer head, the umbilical hose reel and the steam generator;c. Retrieval of the system; andd. Any other relevant information, as approved by Canada. | |

Annex B

Technical Statement of Requirements

Environmental Response Equipment Modernization/Mobile Incident Command Equipment Project

Ice Skimmer Package

TECHNICAL STATEMENT OF REQUIREMENTS
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TECHNICAL STATEMENT OF REQUIREMENTS
ACRONYMS AND ABBREVIATIONS

LIST OF ACRONYMS AND ABBREVIATIONS

| | |
|-----------|---|
| ASME | American Society of Mechanical Engineers |
| ASTM | Formerly known as the American Society for Testing and Materials |
| BHP | Brake horsepower |
| CCG | Canadian Coast Guard |
| ConOps | Concept of Operations |
| DD | Two-digit day |
| DWL | Design waterline |
| ER | Environmental response |
| GSA | General Services Administration |
| IIW-ANBCC | Institute of Welding – Authorized National Body for Company Certification |
| ISO | International Organization for Standardization |
| MBS | Minimum breaking strength |
| MM | Two-digit month |
| OEM | Original equipment manufacturer |
| RPM | Rotations per minute |
| SAE | Society of Automotive Engineers |
| SOR | Statutory Orders and Regulations |
| TSOR | Technical Statement of Requirements |
| UHMW | Ultra-high molecular weight |
| US | United States |
| UV | Ultraviolet |
| WLL | Working load limit |
| YYYY | Four-digit year |

TECHNICAL STATEMENT OF REQUIREMENTS
INTRODUCTION

SECTION 1 INTRODUCTION

1.1. BACKGROUND

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

1.2. PURPOSE

The CCG requires high capacity skimming capability to recover spilled oil in offshore, unsheltered and ice covered waters. This Technical Statement of Requirements (TSOR) defines the performance requirements and technical specifications for the provision of the Ice Skimmer, hereinafter referred to as the "Ice Skimmer Package".

The Ice Skimmer Package will consist of the following **major** components:

- a. A skimmer head;
- b. A hose reel;
- c. A hydraulic power unit (HPU);
- d. Storage container(s);
- e. A steam generator;
- f. One bilingual hard-copy of the Operations and Maintenance Manuals in both of Canada's official languages i.e., English and French; and
- g. One bilingual hard-copy of the Equipment Instructions Illustration.

1.3. SCOPE

All requirements, specifications, and other indications in this TSOR pertaining to the Ice Skimmer Package also apply to each individual component of the Ice Skimmer Package, whether they are acquired together as a complete package, individually, or in any other combination.

1.4. DOCUMENT CONVENTION

The following conventions apply to this TSOR:

TECHNICAL STATEMENT OF REQUIREMENTS
INTRODUCTION

- a. Dimensions stated as nominal are treated as approximate dimensions. Nominal dimensions reflect a standard whereby materials or products are generally identified for commercial sale but differ from the actual dimensions.
- b. Both the metric system and the imperial system of measurements may be indicated in this TSOR. Conversions from one system of measurement to the other may not be exact.

1.5. DEFINITIONS

The following definitions apply to this TSOR:

| Terminology | Definition |
|----------------------------|--|
| Accessible | Capable of being reached for use, inspection, and maintenance without the removal of permanent structural elements. |
| Equivalent | A standard, means, or component type, which Canada has approved for this requirement as meeting the specified requirements for fit and function. |
| Fully Operational | A quality of readiness whereby an item has been specifically designed to function or perform in the stated environmental condition(s). |
| Long-Term Storage | The storage of all listed components for a period of 30 consecutive days or longer in the specified conditions. |
| Marine-Grade | A quality of a product specifically formulated or treated to withstand use at sea. |
| Off-the-Shelf | Standard articles and materials that are ordinarily produced by manufacturers in the normal course of business. |
| Provided | The element in question must be delivered, installed, and integrated in a fully operational state. |
| Recovery Efficiency | Ratio, expressed as a percentage, of the volume of oil recovered to the volume of total fluids recovered. |
| Safety Factor | Number of times that a load can be increased before failure occurs. |

SECTION 2 REFERENCE DOCUMENTATION

2.1. APPLICABLE STANDARDS AND REGULATIONS

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

The following standards and specifications apply to the Ice Skimmer Package:

- ASTM F625/F625M-94: Standard Practice for Classifying Water Bodies for Spill Control Systems.
 - ISO 2230: Rubber Products – Guidelines for Storage
 - ASTM F631-15: Standard Guide for Collecting Skimming Performance Data in Controlled Environments
 - ASTM F2709-15: Standard Test Method for Determining a Measured Nameplate Recovery Rate of Stationary Oil Skimmers
 - ASTM F962-04: Standard Specification for Oil Spill Response Boom Connection: Z-Connector
 - SOR/2005-3: Off-Road Compression-Ignition Engine Emission Regulations
 - ISO 668: Series 1 freight containers – Classification, dimensions and ratings
 - ISO 1496-1: Series 1 freight containers - Specification and testing – Part 1: General cargo containers for general purposes
 - ISO 7010: Graphical symbols – Safety colours and safety signs – Registered safety signs
-

TECHNICAL STATEMENT OF REQUIREMENTS
REFERENCE DOCUMENTATION

2.2. REFERENCE DOCUMENTATION VERSION

Unless otherwise specified by Canada, any amendment issued to the documents specified in section **Error! Reference source not found.** must reflect the version in effect on the date of Contract Award.

2.3. ORDER OF PRECEDENCE

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

- a) Canadian Regulations;
 - b) This TSOR; and
 - c) Industry and other applicable standards and specifications.
-

SECTION 3 ICE SKIMMER PACKAGE REQUIREMENTS

3.1. DESIGN OVERVIEW

3.1.1. GENERAL CONSIDERATIONS

3.1.1.1. The Ice Skimmer Packages must be delivered complete, tested, and ready to use.

3.1.1.2. The selection of equipment, fittings, fasteners, hardware, attachments, and fabrication methods used in all Ice Skimmer Packages must be standardized to minimize the number of unique spares. Identical components must be used in all Ice Skimmer Packages, following Canada's design acceptance.

3.1.1.3. All equipment must be installed per the OEM installation recommendations.

3.2. OPERATIONAL REQUIREMENTS

The Ice Skimmer Package must meet the following operational requirements:

| | |
|-----|--|
| A.1 | The Ice Skimmer Package must be fully operational in air temperatures ranging from -20°C to +40°C and when subjected to rain, sleet, snow, and ocean spray during transportation, operational deployment, and storage. |
| A.2 | The Ice Skimmer Package must be deployable in water temperatures ranging from -2°C to +25°C in both fresh water and salt water environments. |
| A.3 | The Ice Skimmer Package must be fully functional after being stored for extended periods of time in environments with an ambient air temperature ranging from -40°C to +40°C. |
| A.4 | The Ice Skimmer Package must be fully operational in arctic waters with up to 70% ice coverage for both floating ice and slush ice. |
| A.5 | The Ice Skimmer Package must be fully deployable and operational in waters classified as Type III-Open Water in ASTM F625/F625M-94 (2017), Standard Practice for Classifying Water Bodies for Spill Control Systems. Type III-Open Waters are equivalent to wave heights ≤ 2 metres (m) or Beaufort Force 4 sea conditions. |
| A.6 | The Ice Skimmer Package must be deployable, operable and retrievable by a maximum of 2 personnel, with the assistance of a crane or a davit. |
| A.7 | The Ice Skimmer must be operable by a remote control stand or by tethered control up to 20 ft. |
| A.8 | The Ice Skimmer must be deployable and retrievable from a ship deck or dock with a freeboard of up to 5 m. |

ICE SKIMMER REQUIREMENTS

3.2.1. ICE SKIMMER

The Ice Skimmer Package must meet the following requirements:

B.1 General Requirements

| | |
|-------|--|
| B.1.1 | The Ice Skimmer Package must have a shelf life/storage life, under controlled storage conditions, of at least twenty (20) years. |
| B.1.2 | All components of the Ice Skimmer Package that will go into the water during the course of normal operations must be abrasion resistant to prevent damage from floating debris or ice. All components of the Ice Skimmer Package must be of durable and robust construction. |
| B.1.3 | All components of the Ice Skimmer Package must be provided with a means of rapid and simple shut down in emergency situations. |
| B.1.4 | The minimum safety factor of all hoisting points (and the adjacent support structure) must be at least 6-to-1; i.e., the ratio of the minimum breaking strength (MBS) to the working load limit (WLL). Design calculations supporting the safety factor of all hoisting points must be certified by a licensed engineer as per DID-SE-01, Detailed Design Package. |

TECHNICAL STATEMENT OF REQUIREMENTS
ICE SKIMMER PACKAGE REQUIREMENTS

B.2 Identification and Markings

| | |
|-------|--|
| B.2.1 | The vendor must provide a unique product identifier for each component of the Ice Skimmer Package. The product identifier must comply with the following format: ABCD-DD-MM-YYYY-Manufacturer's Serial #. Proposed product identifier is subject to Canada's acceptance. |
| B.2.2 | Label plates in both Canadian English and French must be used to identify each control, switch, gauge, and display. Label plates must also be used to indicate safe working limits, maximum capacities, and masses of equipment. |
| B.2.3 | Label plates must be manufactured to last a minimum of 20 years under typical use. |
| B.2.4 | The Ice Skimmer Package must indicate all hazards with both Canadian English and French warning labels or clear graphical symbols per ISO 7010, Graphical symbols – Safety colours and safety signs – Registered safety signs. |
| B.2.5 | The Ice Skimmer Package must include an Equipment Instruction Illustration as per DID-TM-04, Equipment Instruction Illustration. |
| B.2.6 | The content and arrangement of all label plates and of the Equipment Instruction Illustration must be approved by Canada prior to installation. |

B.3 Skimmer Head

| | |
|--------|---|
| B.3.1 | The Ice Skimmer must have a rated oil recovery capacity of at least 100 cubic meters per hour (m ³ /h). |
| B.3.2 | The Ice Skimmer head's primary oil recovery mechanism must be, at a minimum, capable of recovering oils and bitumen of at least 540 000 centistokes (cSt). |
| B.3.3 | The Ice Skimmer must incorporate features to protect the oil collection mechanism from floating ice and debris and to prevent collection of floating ice and debris by the skimmer head. |
| B.3.4 | The body of the Ice Skimmer head must be constructed of a light-weight corrosion resistant material. |
| B.3.5 | The Ice Skimmer head must incorporate floatation elements to allow for operation while free floating. The Ice Skimmer must be capable of operating up to 70 m from the deployment vessel. The floatation elements must be designed to minimise the footprint of the skimmer head in the water. |
| B.3.6 | The Ice Skimmer head must be capable of maintaining buoyancy should any or all floatation element(s) be breached. |
| B.3.7 | The Ice Skimmer head must incorporate a pump that: <ul style="list-style-type: none"> a) Has steam and hot water injection capabilities; b) Can pump oil and bitumen of at least 540,000 cSt a distance of 70 metres (m) at 70% of the Ice Skimmer's rated oil recovery capacity; and c) Does not create an oil-water emulsion during pumping. |
| B.3.8 | The Ice Skimmer head recovery efficiency must be at least 90% when operating at full capacity for each of the following oil types: <ul style="list-style-type: none"> a) Light oil, such as diesel or jet fuel; b) Medium oil, such as lube or fresh crude oil; and c) Heavy oil such as bunker C and bitumen. |
| B.3.9 | All oil recovery performance data must be collected in accordance with the general procedure defined in ASTM F631-15, Standard Guide for Collecting Skimming Performance Data in Controlled Environments; or the test protocol defined in ASTM F2709-15, Standard Test Method for Determining a Measured Nameplate Recovery Rate of Stationary Oil Skimmers. |
| B.3.10 | All oil recovery performance data must be collected or verified by one of the following entities: <ul style="list-style-type: none"> a) A classification society, including, but not limited to, Det Norske, Veritas, American Bureau Standards, Bureau Veritas, or Lloyd's Register; b) An independent laboratory; or c) An independent test facility, including, but not limited to, Ohmsett. |
| B.3.11 | Should any boom connector be incorporated into the Ice Skimmer Package design, it must be capable of interfacing with the containment boom connector defined in ASTM F962-04 (2010), Standard Specification for Oil Spill Response Boom Connection: Z-Connector. The following exceptions apply to this Standard: <ul style="list-style-type: none"> a) Toggle pin holes must be located 4.5 inches above and below the design waterline (DWL); and b) The toggle pin hole diameter must be 13/32 inches. |

TECHNICAL STATEMENT OF REQUIREMENTS
ICE SKIMMER PACKAGE REQUIREMENTS

B.4 Hydraulic Power Unit

| | |
|-------|--|
| B.4.1 | The Ice Skimmer Package hydraulic power unit must be designed to connect to and provide the hydraulic needs of all the components of the Ice Skimmer Package. |
| B.4.2 | The hydraulic power unit must be sized to provide all the required hydraulic pressure and volume without being at its maximum output. |
| B.4.3 | The power supply of the hydraulic power unit must be diesel and must satisfy the Tier 4 emission standards referenced in SOR/2005-32, Off-Road Compression-Ignition Engine Emission Regulations. |

B.5 Hose Assemblies

| | |
|-------|---|
| B.5.1 | All hydraulic hose assemblies required to operate all the components of the Ice Skimmer Package must be included in the package. Hoses must be at least 70 m in length as per B.3.5. |
| B.5.2 | All oil transfer hose assemblies required for the operation of the Ice Skimmer Package must be included in the package. Hoses must be at least 70 m in length as per B.3.5. |
| B.5.3 | The minimum rated pressure of all fitted, flexible hose assemblies must exceed the working pressure that they may be subjected to while in service. All hose assemblies must be static pressure tested at 1.5 times their rated working pressure for a minimum of 1 hour to confirm no leakage. |
| B.5.4 | All hose assemblies that connect to the Ice Skimmer head must be bundled together in a umbilical hose. |
| B.5.5 | The umbilical hose must be capable of maintaining buoyancy during skimmer head deployment, including when the oil transfer hoses are full. |

B.6 Accessory Units

| | |
|-------|--|
| B.6.1 | One hydraulically powered reel must be supplied to hold, deploy and recover the umbilical hose during operation and storage. |
| B.6.2 | The hydraulically powered reel must be on a slue (or swivel) gear to allow reel to turn for alignment of the umbilical hose during deployment and recovery operations. |
| B.6.3 | One steam generator must be supplied as part of the Ice Skimmer Package. The steam generator must be sized to produce the amount of steam/hot water required by the Ice Skimmer Package for operation. |
| B.6.4 | The steam generator must be capable of producing steam from both salt water and fresh water during operation. |
| B.6.5 | All hoses, cables and parts necessary to use the hydraulic reel and the steam generator in conjunction with the other components of the Ice Skimmer Package must be supplied. |

B.7 Storage Container

| | |
|-------|---|
| B.7.1 | All Ice Skimmer Package components must be stored in 10 foot ISO containers that adhere to the dimensions of a 1D container as specified in ISO 668 : Series 1 freight containers – Classification, dimensions and ratings. Should the Ice Skimmer components not fit in one 10 foot ISO container, then multiple 10' ISO containers must be provided to hold all the components. |
| B.7.2 | The open top ISO containers must follow the requirements defined in ISO 1496-1 : Series 1 freight containers - Specification and testing – Part 1: General cargo containers for general purposes. |
| B.7.3 | All provided ISO containers must be supplied with a completely removable hard top that can be locked into the container. The removable top must have evenly spaced, non-protruding lifting point, to allow for removal by crane. |

B.8 Hoisting Slings and Hardware

| | |
|-------|--|
| B.8.1 | The hoisting slings must be provided with all the necessary hardware and components required to lift a storage with the use of an overhead crane. |
| B.8.2 | The hoisting slings and provided hardware must be capable of lifting an Ice Skimmer Package container when full. |
| B.8.3 | Each supplied sling must be permanently marked with the following: <ul style="list-style-type: none"> a) a unique identifier; b) the WLL; c) the sling length d) the sling material; e) the manufacturer; f) the date of manufacture |

TECHNICAL STATEMENT OF REQUIREMENTS
ICE SKIMMER PACKAGE REQUIREMENTS

FABRICATION REQUIREMENTS

The Ice Skimmer Package must meet the following fabrication requirements:

| | |
|-----|---|
| C.1 | The Ice Skimmer Package must be constructed and finished with a high degree of workmanship, where surfaces are free from blemishes, burrs, defects, irregularities, sharp edges, and other conditions that would be deleterious to the finished component. |
| C.2 | Parts must be properly aligned to preclude any binding and deformation as a result of assembly or operation. |
| C.3 | All equipment subject to freezing temperatures must be kept drained, except during testing and commissioning. |
| C.4 | All parts and equipment must be kept clean and protected against dust, moisture, rapid temperature changes, and foreign matter during manufacture, storage, pre-installation staging, assembly, installation, and post installation. |
| C.5 | All materials used in fabrication must be new, unused and free from defects and imperfection that might affect the serviceability of the finished product; resist corrosion and wear under the environmental conditions specified; and sized or selected to satisfy all the performance requirements specified. |
| C.6 | All synthetic polymers subjected to sunlight must be treated to protect against ultraviolet (UV) degradation, embrittlement, and mold. |
| C.7 | All elastomeric materials in unassembled components and assemblies must contain at least 90% of the initial storage period (as recommended in ISO 2230:2002, Rubber Products – Guidelines for Storage) at the date of delivery to Canada. |
| C.8 | Direct contact between dissimilar metals expected to cause galvanic corrosion must be avoided. If such contact cannot be avoided, an insulating material must be installed between the dissimilar metals to minimize the corrosive effect. The Contractor may propose alternate methods to minimize galvanic corrosion for consideration by Canada. |

Task Authorization Autorisation de tâche

Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization
(Use form DND 626 for contracts for the Department of National Defence)

Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Autorisation de tâche
(Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense)

Contract Number

Enter the PWGSC contract number.

Numéro du contrat

Inscrire le numéro du contrat de TPSGC.

Contractor's Name and Address

Enter the applicable information

Nom et adresse de l'entrepreneur

Inscrire les informations pertinentes

Security Requirements

Enter the applicable requirements

Exigences relatives à la sécurité

Inscrire les exigences pertinentes

Total estimated cost of Task (Applicable taxes extra)

Enter the amount

Coût total estimatif de la tâche (Taxes applicables en sus)

Inscrire le montant

For revision only

Aux fins de révision seulement

TA Revision Number

Enter the revision number to the task, if applicable.

Numéro de la révision de l'AT

Inscrire le numéro de révision de la tâche, s'il y a lieu.

Total Estimated Cost of Task (Applicable taxes extra) before the revision

Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.

Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision

Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.

Increase or Decrease (Applicable taxes extra), as applicable

As applicable, enter the amount of the increase or decrease to the Total Estimated Cost of Task (Applicable taxes extra) before the revision.

Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu

S'il y a lieu, inscrire le montant de l'augmentation ou de la réduction du Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision.

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

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

A. Task Description of the Work required:

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

A. Description de tâche des travaux requis :

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

(a) 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.

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

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

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

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

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

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

B. Basis of Payment:

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

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

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

Option 2:

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

D. Method of Payment

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

B. Base de paiement :

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

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

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

Option 2 :

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

D. Méthode de paiement

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

2. Authorization(s):

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

3. Contractor's Signature

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

2. Autorisation(s) :

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

3. Signature de l'entrepreneur

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



Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

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

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

No - Non Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

For Revision only - Aux fins de révision seulement

| | | |
|--|--|---|
| TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu | Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$ | Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$ |
|--|--|---|

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

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

1. Required Work: - Travaux requis :

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

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

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

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

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

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

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

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

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

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

Signature

Date

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ANNEX 1 to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);

ANNEX 2 to PART 3 OF THE BID SOLICITATION

BIDDER'S CHECKLIST

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

Bidders must note that the checklist is a tool and does not remove any obligation on the Bidder to complete the requirements of the bid solicitation, including those which may not be listed in this checklist.

The onus is on the Bidder to provide any of the mandatory documentation and/or information indicated in the bid solicitation as failure to do so will render the bid non-responsive without any further consideration. Bidders are not required to provide this checklist with their bid.

| | Bid Solicitation Reference | Documentation / Information to be provided with the Bid | Comments | Included with the Bid |
|----|---|--|-------------------------|------------------------------|
| 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 | Indicate substitution request of applicable laws of another province or Canadian territory, if desired. | Best practice | |
| 4. | Article 3.1 Bid Preparation Instructions | Canada requests that Bidders provide their bid in separate 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 3.1.4 Delivery Dates | Bidders must submit their delivery dates in accordance with Schedule B. | 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. | |

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| | | | | |
|-----|---|--|---|--|
| 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 Certification of Compliance | Bidder must submit a signed and completed Certification of Compliance (Annex 2 to Part 4 of the Bid Solicitation) | Requested with the bid but not mandatory. Must be provided prior to contract award. | |
| 12. | Article 5.2.1 Integrity Provisions - Required Documentation | Bidder must provide required information, as applicable. | Not mandatory by bid closing. Must be provided prior to contract award. | |
| 13. | Article 5.2.2 Federal Contractors Program for Employment Equity | Submit a completed Annex 1 to Part 5 of the Bid Solicitation. | Not mandatory by bid closing. Must be provided prior to contract award. | |
| 14. | Article 5.2.3 Insurance | Bidder must submit required information as applicable. | Requested with the bid but not mandatory. Must be provided prior to contract award. | |
| 15. | Article 7.5.3 Contractor's Representative | Bidders should include Contractor Representative contact information. | Best practice. | |

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

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

Ice Skimmer Package

ANNEX 1 TO PART 4 BID SOLICITATION
TECHNICAL BID EVALUATION PLAN

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SECTION 1 INTRODUCTION

1.1. PURPOSE

The document defines the methodology that will be used to evaluate the technical portion of each Bid submitted in response to the Solicitation for the procurement of the Ice Skimmer Packages.

SECTION 2 TECHNICAL BID SUBMISSION GUIDELINES

2.1. GENERAL CONSIDERATIONS

- 2.1.1. By submitting a Bid, the Bidder certifies that it meets all of the requirements of the Solicitation, including those identified in the Statement of Work (SOW) and the Technical Statement of Requirements (TSOR).
- 2.1.2. The technical portion of the Bid will be evaluated against the following mandatory criteria (M) specified herein:
 - a. Appendix A – Mandatory Criteria – **Part 1 of 2, M1**; and
 - b. Appendix A – Mandatory Criteria – **Part 2 of 2, M2 to M5**.
- 2.1.3. Mandatory criteria will only be evaluated on a Compliant or Non-Compliant basis.
- 2.1.4. Any Bid that fails to meet **ALL** mandatory criteria will be deemed unresponsive and given no further consideration. Bids that do satisfy all mandatory criteria will undergo financial evaluation by the Contracting Authority.
- 2.1.5. Canada will not make any assumptions regarding unclear or incomplete responses. Canada will only evaluate documentation provided as part of the Bid submission and directly related to the mandatory requirements. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the Bid.

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

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

ANNEX 1 TO PART 4 BID SOLICITATION
TECHNICAL BID EVALUATION PLAN

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

| Item No. | Mandatory Requirement | Contract Reference | Method of Compliance | Compliant (Yes/No) | Initials | Bid Cross-Reference |
|----------|---|----------------------------------|--|--------------------|----------|--------------------------|
| M1 | All requirements stipulated in Annex A (Statement of Work) and Annex B (Technical Statement of Requirements) will be met. | Annex A (SOW); Annex B (TSOR) | The Bid must include a Certification of Compliance (Annex 2 to Part 4 of the Bid Solicitation) signed by an authorized representative. | Yes | JD | <i>Page 5 of the Bid</i> |

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

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

| Item No. | Mandatory Requirement | Contract Reference | Method of Compliance | Compliant (Yes/No) | Initials | Bid Cross-Reference |
|----------|---|--------------------|---|--------------------|----------|---------------------------------------|
| M2 | The proposed Ice Skimmer Package must satisfy the defined design and construction requirements. | Annex B (TSOR) | The Bid must include a conceptual design drawing package for the proposed Ice Skimmer Package that demonstrates compliance with the requirements detailed in Annex B. | Yes | JD | <i>Section 4 – page 88 of the Bid</i> |

ANNEX 1 TO PART 4 BID SOLICITATION
TECHNICAL BID EVALUATION PLAN

APPENDIX A MANDATORY CRITERIA – PART 1 OF 2

| Item No. | Mandatory Requirement | Contract Reference | Method of Compliance | Compliant (Yes/No) | Initials | Bid Cross-Reference |
|-----------------|---|--------------------------------|--|---------------------------|-----------------|----------------------------|
| M1 | All requirements stipulated in Annex A (Statement of Work) and Annex B (Technical Statement of Requirements) will be met. | Annex A (SOW) & Annex B (TSOR) | The Bid must include a Certification of Compliance (Annex 2 to Part 4 of the Bid Solicitation) signed by an authorized representative. | | | |

ANNEX 1 TO PART 4 BID SOLICITATION
TECHNICAL BID EVALUATION PLAN

APPENDIX A MANDATORY CRITERIA – PART 2 OF 2

| Item No. | Mandatory Requirements | Contract Reference | Item No. | Method of Compliance | Compliant (Y/N) | Initials | Bid Cross-Reference |
|----------|--|---------------------------------------|----------|--|-----------------|----------|---------------------|
| M2 | <p>Within the same one (1) year period (i.e. 12 consecutive months) since January 2010, the entity or entities manufacturing the Ice Skimmer Packages must have delivered or sold at least two (2) skimmers with a minimum recovery capacity of 100 m3/hour. Capacity must be clearly indicated on invoices, spec sheets or drawings submitted with the bid.</p> | <p>Proven Experience and Capacity</p> | M2 (i) | <p>The Bid must include copies of invoices that clearly indicate the quantity and the date of delivery/sale of the ice skimmers.</p> | | | |
| | | | M2 (ii) | <p>The date stated on each invoice supplied as per M2 (i) must be within the same one (1) year period (i.e. 12 consecutive months) since January 2010.</p> | | | |
| | | | M2 (iii) | <p>The Bid must include invoices, spec sheets or drawings that clearly indicate the recovery capacity for the skimmers sold per M2(i).</p> | | | |

ANNEX 1 TO PART 4 BID SOLICITATION
TECHNICAL BID EVALUATION PLAN

| Item No. | Mandatory Requirement | Contract Reference | Method of Compliance | Compliant (Yes/No) | Initials | Bid Cross-Reference |
|----------|---|--------------------|---|--------------------|----------|---------------------|
| M3 | The proposed Ice Skimmer Package must satisfy the defined design and construction requirements. | Annex B (TSOR) | <p>The Bid must include pictures, drawings or commercial brochures for the proposed Ice Skimmer Package.</p> <p>Pictures, drawings, or commercial brochures must show the general configuration of the skimmer, including all plan and profile views (for drawings only). The following components must be shown:</p> <ul style="list-style-type: none"> • The skimmer head with an integrated pump • The skimmer head pump • The hydraulic power unit <p>Each picture must:</p> <ol style="list-style-type: none"> a) Be submitted as a high-resolution PDF b) Include a statement regarding dimensions and units of measure. <p>Each drawing must:</p> <ol style="list-style-type: none"> a) Be submitted as a high resolution PDF; b) Include dimensions; and c) Include units of measure. | | | |

ANNEX 1 TO PART 4 BID SOLICITATION
TECHNICAL BID EVALUATION PLAN

| Item No. | Mandatory Requirement | Contract Reference | Method of Compliance | Compliant (Yes/No) | Initials | Bid Cross-Reference |
|----------|---|----------------------|---|--------------------|----------|---------------------|
| M4 | <p>Since January 2010, the proposed Ice Skimmer must have been tested in an arctic environment and in ice covered waters.</p> <p><i>* Arctic environment is defined as sub-zero temperatures.</i></p> <p><i>**Ice covered waters are waters with 30% ice coverage or more.</i></p> <p><i>***Testing in a simulated arctic environment will be acceptable, provided that testing was performed in sub-zero temperatures.</i></p> | Annex B (TSOR) | <p>The bid must include testing documentation that demonstrates that the proposed Ice Skimmer was tested in an arctic environment and in ice covered waters.</p> <p>The documentation must at a minimum include clear pictures of the skimmer head in ice covered waters and must include the date(s) of the test(s) being performed.</p> | | | |
| M5 | <p>The skimmer head pump of the proposed Ice Skimmer Package must have the proven capacity to pump oil products of at least 540, 000 centiStokes (cSt) in viscosity over a minimum distance of 70 m at a minimum rate of 70 m³/h.</p> | Annex B (TSOR) B.3.7 | <p>The bid must include third party testing data that demonstrates that the skimmer head pump can pump oil products of at least 540, 000 centiStokes (cSt) in viscosity over a minimum distance of 70 m at a minimum rate of 70 m³/h.</p> <p>Testing data from tests conducted jointly by multiple pump manufacturers is</p> | | | |

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ANNEX 2 to PART 4 OF THE BID SOLICITATION

FEDERAL CERTIFICATE OF COMPLIANCE

As a Bidder, we have been given the opportunity to provide feedback on the content of the technical requirements for the Ice Skimmer Package(s) procurement (Solicitation F7047-190147/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: _____

Name of Bidder's Authorized Representative: _____

Signature of Bidder's Designated Authority: _____

Date: _____

ANNEX 1 to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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