



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
See herein

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

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

Title - Sujet EREP: Ice Skimmer Package EREP: Large Offshore Ice Skimmer Package	
Solicitation No. - N° de l'invitation F7047-190147/A	Amendment No. - N° modif. 009
Client Reference No. - N° de référence du client F7047-190147	Date 2021-03-10
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 Daylight Saving Time EDT on - le 2021-03-30 Heure Avancée de l'Est HAE	
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:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

Amendment 009

This amendment is raised to extend the bid closing date and to modify the RFP – *see attached amended RFP document.*

1. *Modify the Bid Closing date*

Delete: 2021-03-16 14:00 Eastern Daylight Time (EDT)

Insert: 2021-03-30 14:00 Eastern Daylight Time (EDT)

2. *To modify the RFP*

At Part 3 – Bid Preparation Instructions:

Delete: 3.1.4 Delivery Dates

While the delivery of all applicable items in Schedule A (Required Goods) is requested by December 31, 2021, all applicable items in Schedule A (Required Goods) must be delivered by March 31, 2022. Bidders are requested to propose their best possible delivery date in Schedule B.

Insert: 3.1.4 Delivery Dates

While the delivery of all applicable items in Schedule A (Required Goods) is requested by March 31, 2022, all applicable items in Schedule A (Required Goods) must be delivered by October 31, 2022. Bidders are requested to propose their best possible delivery date in Schedule B.

3. *To modify Schedule A - Basis of Payment*

At Instructions to Bidders:

Delete:

g. If any Delivery Date element is left blank, Canada will insert “31 March 2022” for that element.

Insert:

g. If any Delivery Date element is left blank, Canada will insert “31 October 2022” for that element.

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009
File No. - N° du dossier

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

4. To modify Schedule B - Deliveries and Milestones

At Instructions to Bidders:

Delete:

a. *Delivery is requested 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 March 2022" for that element.*

Insert:

a. *Delivery is requested by March 31, 2022, (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 October 2022" for that element.*

5. To modify Schedule B - Deliveries and Milestones

At Part 3 - Schedule of Deliveries and Milestone Payments - Required Goods and Services:

Delete:

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

Insert:

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 October 2022	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 October 2022 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

All other terms and conditions remain unchanged

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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 the delivery of all applicable items in Schedule A (Required Goods) is requested by March 31, 2022, all applicable items in Schedule A (Required Goods) must be delivered by October 31, 2022. Bidders are requested to propose their best possible 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 Required items 1 – 3 (inclusive)

B = Sum of the extended prices of Optional items 4 – 7, 10 (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, 10 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.
009
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

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.
009
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 October 2022" 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 IAW Annex B – Technical Statement of Requirements Section B.6.3 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.) Skimmer Head Pump with a dedicated Hydraulic Power Unit ⁹	TBD		TBN
10	IAW TSOR Section B.3.7 and TSOR Section B.4.2, B.4.3	2		

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F7047-190147

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009
File No. - N° du dossier

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

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 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. 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.
- ⁹ Dedicated Hydraulic Power Unit must be sized for the Skimmer Head Pump.

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. Addition 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 requested by March 31, 2022, (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 October 2022" 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.

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009
 File No. - N° du dossier

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

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 October 2022	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 October 2022 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