



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions  
- TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A0S5

Bid Fax: (819) 997-9776

## 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

<b>Title - Sujet</b> Wild Deterrence - Bird Hazing Buoy EREP: Wild Deterrence - Bird Hazing Buoy	
<b>Solicitation No. - N° de l'invitation</b> F7047-190096/B	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> F7047-190096	<b>Date</b> 2021-05-17
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$ERD-011-28227	
<b>File No. - N° de dossier</b> 011erd.F7047-190096	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2021-06-29</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Beland, Marc	<b>Buyer Id - Id de l'acheteur</b> 011erd
<b>Telephone No. - N° de téléphone</b> (819) 712-8714 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

Instructions: See Herein

Instructions: Voir aux présentes

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

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001  
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Id de l'acheteur - Buyer ID  
011erd  
N° CCC / CCC No./ N° VME - FMS

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### **Amendment 001**

Due to a technical issue, this amendment is raised to provide industry with the English version of RFP #F7047-190096/B.

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**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

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

CERTIFICATION OF COMPLIANCE

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

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into six 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 and includes specific requirements that must be addressed by Bidders; and
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

### **1.2 Summary**

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

The CCG has a requirement for the supply and delivery of Bird Hazing Buoys and associated equipment to move wildlife from locations that are in the predicted pathway of spilled oil and to deter wildlife from entering areas that have previously been oiled. This Statement of Work (SOW) defines the Work required in the provision of the required Bird Hazing Buoy Kit and the technical requirements thereof.

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. Vendors are encouraged to read the bid solicitation in its entirety before enquiring.

Only bids submitted using epost Connect service will be accepted.

The period of the resulting Contract will be from date of contract award to March 31, 2023 (inclusive) with Canada having irrevocable options to extend the term of the contract by up to 2 additional one-year periods under the same conditions. Delivery destinations include Saanichton (BC, Canada), Parry Sound (ON, Canada) and Quebec City (QC, Canada), and are detailed in Schedule B. Additional Canadian delivery destinations may be required for some optional deliveries, if and when Canada chooses to exercise the option(s).

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The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users across Canada.

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

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

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

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

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

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation for bid submission. Bidders must refer to Part 2 of the bid solicitation entitled Instructions to bidders for further information.

### 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.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (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) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Bid Receiving Unit - National Capital Region  
Bid Receiving - PWGSC

#### **Only bids submitted using epost Connect service will be accepted.**

The Bidder must send an e-mail requesting to open an epost Connect conversation to the following address:

E-mail address for epost Connect service:  
[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

#### **Note:**

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

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

Bids submitted by facsimile, hardcopy, or any electronic means (other than the epost Connect service provided by Canada Post Corporation) will not be accepted.

### 2.3 Former Public Servant

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

#### Definitions

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

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

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

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

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

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

Yes ( ) No ( )

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

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

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



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### Work Force Adjustment Directive

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

**Yes ( ) No ( )**

If so, the Bidder must provide the following information:

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

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

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

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### **2.5 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

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

### **3.1 Bid Preparation Instructions**

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 nonresponsive 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 by describing completely and in detail how the requirement is met or addressed.

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

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

### **3.1.3 Section II: Financial Bid**

#### **3.1.3.1 Pricing Submission**

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

The bid must be submitted in Canadian Currency.

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

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

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

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

#### **3.1.3.3 Exchange Rate Fluctuation**

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

#### **3.1.3.4 Delivery Dates**

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

### **3.1.4 Section III: Certifications**

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

#### **3.1.5 Bidder's Checklist**

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) Canada 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 (2017-07-31) 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 (2017-07-31) 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.

##### **4.1.2.1 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**

##### **Evaluated Price = A + B + C**

A = Sum of the extended prices of the Required items 1 – 3 in table 1 of Schedule A (inclusive)  
B = Sum of the extended prices of the Optional items 4 – 5 (inclusive) in table 2 of Schedule A (inclusive)  
C = Hourly rate identified by bidder for options and unscheduled work will be multiplied by 1000 hours\*  
\* 1000 hours is used for evaluation purpose only and in no way represents commitment by Canada

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

-Item #1 Quantity x Item #1 Firm Unit Price = Item #1 Extended Price  
-This is repeated for items 2-3 inclusive.

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

-Item #4 Quantity x Item #4 Firm Unit Price = Item #4 Extended Price  
-This is repeated for item 5 inclusive.

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

- 1000 hours x Hourly Rate

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#### **4.1.3.1 Mandatory Financial Criteria**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination, Canadian customs duties and excise taxes included.

#### **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) 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.

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### 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 Workers Compensation Certification- Letter of Good Standing

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

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

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

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in **Part 6 - Resulting Contract Clause 6.13**.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Requirement

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

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## **6.1.1 Option to Purchase**

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

The Contractor grants to Canada the irrevocable options to acquire the goods, services or both described in the Contract, including all the Annexes, Schedules, Appendices, and any other identified documents, under the same conditions and at the prices and/or rates stated in the Contract. The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the options on multiple occasions and at any time before the expiry of the Contract by sending a written notice to the Contractor.

### **6.1.2 Additional Work Requirement (AWR)**

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

#### **6.1.2.1 Task Authorization**

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

#### **6.1.2.2 Task Authorization Process**

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex C.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 7 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### **6.1.2.3 Task Authorization Limit**

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

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

#### **6.1.2.4 Canada's Obligation - Portion of the Work - Task Authorizations**

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

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

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

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

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

The quarterly periods are defined as follows:

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

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

#### **Reporting Requirement - Details**

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

For each authorized task:

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

For all authorized tasks:

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

### **6.2 Standard Clauses and Conditions**

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

#### **6.2.1 General Conditions**

2030 (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.

#### **6.2.2 Supplemental General Conditions**

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

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### **6.3 Security Requirements**

There is no security requirement applicable to the Contract.

### **6.4 Term of Contract**

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

The period of the Contract is from Date of Contract to March 31, 2024 inclusive.

#### **6.4.2 Delivery Date**

The Contractor must make complete delivery by the Delivery Dates identified in Schedule B. Delivery of all required goods (Items 1-3 per Schedule A) must be made by March 31, 2023.

#### **6.4.3 Options to Extend the Contract**

The Contractor grants to Canada the irrevocable options to extend the term of the Contract by up to two additional periods as specified below under the same conditions:

Option Period 1: April 1, 2022 to March 31, 2023; and  
Option Period 2: April 1, 2023 to March 31, 2024.

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

The options may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the options on multiple occasions and at any time before the expiry of the Contract by sending a written notice to the Contractor.

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

Does not apply.

#### **6.4.5 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Schedule B (Deliveries) of the Contract and as directed by the Contracting Authority.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Marc Béland  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Marine Navigation and Remediation Division  
270 Albert K1P 6E6— Ottawa, Ontario

Telephone: 819-712-8714

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

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

### **6.5.2 Project Authority**

The Project Authority for the Contract is: *(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.

### **6.5.3 Technical Authority**

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

Name:  
Title:  
Organization:  
Address:

Telephone:  
E-mail address:

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

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#### 6.5.4 Contractor's Representative

Name:  
Title:  
Organization:  
Address:

Telephone:  
E-mail address:

#### 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

#### 6.7 Payment

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

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

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

###### Limitation of Expenditure

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

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

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

**-OR-**

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

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) as detailed in the Basis of



Payment above, as specified in the authorized TA. Customs duties are excluded, and Applicable Taxes are extra.

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

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

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

### **6.7.4 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, private vehicle and incidental expenses provided in Appendices

B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

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

All payments are subject to government audit.

Estimated cost: \$\_\_\_\_\_

### **6.7.5 Method of Payment**

#### **6.7.5.1 Multiple Payments – Subject to Holdback**

1. Canada will pay the Contractor in accordance with the payment provisions of the Contract for the completion and delivery of unit(s) detailed in Schedule A, up to 98% percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. the total amount for all payments paid by Canada does not exceed 100% percent of the total amount to be paid under the Contract;
  - c. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
  - d. all work delivered have been completed and accepted by Canada.
  - e.

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

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

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

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

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

#### **6.7.7 Discretionary Audit**

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

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

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

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will

reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

## **6.8 Invoicing Instructions**

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions; and
- c. the description and value of the milestone claimed as detailed in the Contract.

As applicable, each claim must be supported by:

- a. a copy of time sheets to support the time claimed; and
- b. a copy of the invoices, receipts, vouchers for all direct transport and insurance, and travel and living expenses.

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

3. Contractor must prepare and certify the claim on form PWGSC-TPSGC 1111 and e-mail it to the Contracting Authority for review. The Contracting Authority will then forward the claim to the Project Authority for certification and onward submission to the client's payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed and must only submit one claim per month.

## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

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

### **6.9.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" list (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## **6.10 Applicable Laws**

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The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (to be inserted at Contract Award).

## **6.11 Priority of Documents**

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

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

## **6.12 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.

## **6.13 Insurance — Specific Requirements**

The Contractor must comply with the insurance requirements specified below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- 
- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  
  - m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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

### **6.14.1 Government Site Regulations**

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

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

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

### **6.14.3 Identification Badge**

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

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

## **6.15 Shipping Instructions**

### **6.15.1 Delivery Instructions**

1. Goods must be consigned to the destination specified in the Contract and delivered: Delivered Duty Paid (DDP) (specified destination) Incoterms 2010.
2. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties, import clearances, and Applicable Taxes.
3. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the designated contact person 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.

### **6.15.2 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/ispm15/>).

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

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

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

### **6.15.3 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 product.

### **6.15.4 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.

### **6.15.5 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

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accordance with the said Acts and regulation(s) accompanied by the required safety data sheet(s) completed in both English and French.

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

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



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## SCHEDULE A

### BASIS OF PAYMENT

#### *Instructions to Bidders:*

*The Bidder must complete the fill-ins and tables in Sections 1 and 2 of Schedule A as follows:*

- a. *All prices must be in Canadian currency;*
- b. *All prices must include customs duties;*
- c. *All prices must **not** include Applicable Taxes;*
- d. *The Bidder must provide firm unit prices for each item in:*
  - i. *Section 1 (Required Goods and Services);*
  - ii. *Section 2 (Optional Goods and/or Services);*
- e. *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. Required Goods and Services

Item No.	Short Item Description	Quantity	Firm Unit Price (CAD)	Extended Price (CAD)
1	Bird Hazing Buoy Kit IAW SOW 1.2	26		
2	Documentation 1 Generate and supply all of the required documents IAW SOW Section 4 deliverables.	As per Contract	NA	

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## 2. Optional Goods and/or Services

Item No.	Short Item Description	Max Quantity	Firm Unit Price (CAD)  Contract Award – March 31, 2024
3	Bird Hazing Buoy Kit IAW SOW 1.2	16	

Note: Optional Items may be procured on as many occasions as necessary up to the identified maximum total quantity.

## 3. Task Authorizations

### 3.1 Basis of Payment

#### Individual Task Authorizations – Ceiling price

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

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

**-OR-**

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

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

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

#### 3.1.1 Hourly Rate - Optional Services and Unscheduled Work

Bidders are requested to propose an hourly rate that will be used in the pricing of any AWRs (see article 6.1.2)

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.

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 (*price to be inserted upon contract award*)

### 3.2 Method of Payment

#### Milestone Payments – Subject to Holdback

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

**-OR-**

#### Milestone Payments – Not subject to holdback

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

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

**-OR-**

#### Multiple Payments

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

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

## SCHEDULE B

### DELIVERIES

*The Bidder must compete the cells in Table 1 of Schedule B as follows:*

- (a) *While delivery is requested by March 31, 2023, (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.*

**Note: these notes, in italics, will be dropped from any resulting contract clauses.**

#### 1. Schedule of Delivery for required goods and documentation (Table 1 in Schedule A)

All deliveries must be received DDP by the Delivery Date identified in the table below

Item No.	Short Item Description	Delivery Location	Delivery Date (Days after contract award)	
			QTY	
1	Bird Hazing Buoy Kit	Saanichton British Columbia Unit 303 – 1779 Sean Heights V8M 1X6	6	
2	Bird Hazing Buoy Kit	Parry Sound Ontario 28 Waubeek Street Parry Sound, ON P2A 1B9	9	
3	Bird Hazing Buoy Kit	Québec City, QC 101 boul. Champlain G1K 7Y7	11	
4	Documentation	As Per Contract (SOW Section 4)	As Per Contract	As Per Contract (SOW Section 4)

Note: Should any options be exercised, the addresses for delivery will be the same as those listed herein. However, the specific addresses for optional unit deliveries will be provided if and when those options are exercised.



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Canadian  
Coast Guard

Garde côtière  
canadienne

## Integrated Technical Services



## Statement of Work (SOW)

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

*Wildlife Deterrence – Bird Hazing Buoy*

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

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SOW	Statement of Work
CCG	Canadian Coast Guard
EREM/MICE	Environmental Response Equipment Modernization/Mobile Incident Command Equipment
OEM	Original Equipment Manufacturer



## **SECTION 1 INTRODUCTION**

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### **1.1. BACKGROUND**

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

### **1.2. PURPOSE**

The CCG has a requirement for the supply and delivery of Bird Hazing Buoys and associated equipment to move wildlife from locations that are in the predicted pathway of spilled oil and to deter wildlife from entering areas that have previously been oiled. This Statement of Work (SOW) defines the Work required in the provision of the required Bird Hazing Buoy Kit and the technical requirements thereof.

The Bird Hazing Buoy Kit includes the following equipment:

- 1) Bird Hazing Buoy;
- 2) Satellite Tracking System;
- 3) Spare Battery; and
- 4) Storage Box.

### **1.3. SCOPE**

Any requirement, specification, or other indication in this SOW regarding the work required in the provision of the Bird Hazing Buoy Kit also pertains to each individual component thereof whether they are purchased together as a complete kit, as individual items, or in any other combination.

## **SECTION 2      REFERENCE DOCUMENTATION**

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

To the extent specified herein, the following standards and specifications apply to the Bird Hazing Buoys:

- 1) IEC EN 60529 International IEC 60529 – Ingress Protection
- 2) ISO 3864-2, Safety Colors and Safety Signs
- 3) International Association of Marine Aids to Navigation and Lighthouse Authorities (IALA) Standards
- 4) ISO 1496-1 Series 1 Freight Containers – Specification and Testing Standards.

### **2.2.      SUPERSEDEDENCE**

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

### **2.3.      ORDER OF PRECEDENCE**

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

- 1) Canadian regulations;
- 2) This SOW; and
- 3) Industry and other applicable standards and specifications.

## SECTION 3 CONTRACT MANAGEMENT

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### 3.1. MEETINGS

The Contractor must remotely convene and co-chair the meetings listed in the table below using Microsoft Teams. If Microsoft Teams is not available to the Contractor, Canada will provide a teleconference line.

The Contractor is required to furnish a Meeting Agenda at least 2 business days prior to each meeting and Records of Decisions not more than 2 business days after each meeting.

Item No.	Meeting	Date of Meeting	Description	Meeting Inputs	Meeting Outputs
M-1	Contract Kick-off Meeting	No later than 14 calendar days after Contract Award	A one-day meeting to: <ul style="list-style-type: none"><li>• Discuss in detail all sections of the Contract to ensure that all parties have a mutual understanding of the work required;</li><li>• Review <i>D-1 Project Schedule</i> First Submission; and</li><li>• Review <i>D-2 Design Package</i> First Submission.</li></ul>	<ul style="list-style-type: none"><li>• Meeting Agenda</li><li>• <i>D-1 Project Schedule</i></li><li>• <i>D-2 Design Package</i></li></ul>	<ul style="list-style-type: none"><li>• Record of Decisions</li><li>• <i>D-1 Project Schedule</i> Revision</li><li>• <i>D-2 Design Package</i> Revision</li></ul>
M-2	Bi-weekly Progress Meetings	Every 14 calendar days after Meeting M-1	One-hour meetings to discuss progress and share any relevant information.	<ul style="list-style-type: none"><li>• Meeting Agenda</li></ul>	<ul style="list-style-type: none"><li>• Record of Decisions</li></ul>
M-3	Ad-hoc Meetings	As required	Meetings scheduled as required between M-2 meetings to resolve any issues that may arise.	<ul style="list-style-type: none"><li>• Meeting Agenda</li></ul>	<ul style="list-style-type: none"><li>• Record of Decisions</li></ul>

### 3.2. PROBLEM REPORTING

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

### 3.3. DELIVERY INSTRUCTIONS

The Bird Hazing Buoy Kit must be delivered complete in all respects, and ready to be deployed with no further set-up.

The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments two business days in advance by contacting the designated contact person. The consignee may refuse shipments when prior arrangements have not been made. Deliveries will not be accepted on weekends.

STATEMENT OF WORK (SOW)  
**Deliverables**

## SECTION 4 DELIVERABLES

The Contractor must submit to Canada for approval the deliverables listed in the table below. The deliverables must be submitted no later than the Date of Submission listed.

Item No.	Deliverable	Date of Submission	Approval Requirements	Description
D-1	Project Schedule	<u>First Submission</u> 2 business days prior to M-1  <u>Subsequent Revisions</u> 5 business days after receiving comments from Canada, 2 business days prior to each meeting M-2 once approved	Approval required prior to commencing manufacturing or product verification.  Any manufacturing carried out prior to approval is at the Contractor's sole risk.	Planned/forecasted timeline on which the Contractor will execute the Project (i.e., the Work) updated bi-weekly once approved. Must include: <ul style="list-style-type: none"><li>• Meetings</li><li>• Deliverable Development</li><li>• Deliverable Submission</li><li>• Deliverable Approval</li><li>• Product Verification</li><li>• Manufacturing</li><li>• Deliveries</li></ul>
D-2	Design Package	<u>First Submission</u> 5 business days after Contract Award  <u>Subsequent Revisions</u> 5 business days after receiving comments from Canada	Approval required prior to commencing manufacturing.  Any manufacturing carried out prior to approval is at the Contractor's sole risk.	The design drawings to which the product is manufactured shall include a list of programmed sound signals, signal lengths, interval lengths, and signal orders. The package must include enough detail to verify that all requirements in the SOW are met. If the product is found to not meet one or more requirements after Product Validation, it must be modified to meet the requirement(s) and re-submitted for approval.  <b>The approved design package must be stamped by a professional engineer who is licensed or registered in the jurisdiction (e.g., country, province, or state) in which they work.</b>

## STATEMENT OF WORK (SOW)

**Deliverables**

D-3	Product Verification Plan	<u>First Submission</u> 20 business days after M-1  <u>Subsequent Revisions</u> 5 business days after receiving comments from Canada	Approval required prior to conducting product verification.	<p>The Contractor's plan to demonstrate that the first manufactured unit meets all of the Technical Requirements in the SOW. For each Technical Requirement, the planned verification method must be listed.</p> <p>For tests, the planned date, location, test method, measurement parameters, and pass/fail criteria must be included. If planning to use past documented tests, documentation for those tests must be included.</p> <p>For demonstrations, inspections, and analyses, the planned date, location, method, and pass/fail criteria must be included.</p>
D-4	Product Verification Report	<u>First Submission</u> 5 business days after testing completed on the first unit as per D-3.  <u>Subsequent Revisions</u> 5 business days after receiving comments from Canada.	<p>Approval required prior to manufacturing the second unit.</p> <p>Any manufacturing carried out on the second or subsequent units prior to approval is at the Contractor's sole risk.</p>	Documentation of the product verification carried out on the first unit as per D-3. Must include the results of the verification activity carried out for each Technical Requirement and any approved past documented tests.
D-5	Pre-shipping Inspection Report	<u>First Submission</u> 10 business days prior to shipping units (not required for first unit).  <u>Subsequent Revisions</u> 2 business days after receiving comments from Canada.	Approval required prior to shipping of all units. (not required for first unit).	<p>Inspection report to include verification of all components of the Bird Hazing Buoy Kit. This will include the serial numbers and photographs of each component.</p> <p>The inspection report shall be signed by Contractor to confirm the functionality and quality assurance of all components of the Bird Hazing Buoy Kit.</p>

## STATEMENT OF WORK (SOW)

**Deliverables**

D-6	Operation and Maintenance Manual	<u>First Submission</u> 40 business days prior to first shipment  <u>Subsequent Revisions</u> 5 business days after receiving comments from Canada	Approval Required	<p>A user manual that includes all necessary information required to safely operate the Bird Hazing Buoy. The document must include colour labelled diagrams, pictograms, and illustrations, as well as sequential instructions where applicable. It also must provide Canada with all the necessary information required for the preventive maintenance, corrective maintenance, and specialized maintenance.</p> <p>English and French copies are required. An electronic version is also required.</p>
D-7	Original Equipment Manufacturer Manuals	<u>First Submission:</u> With shipments	Approval Required	<p>Original Equipment Manufacturer (OEM) manuals for any third-party components, if available. Should an OEM manual not be available, the Contractor must obtain proof and provide it to Canada. Acceptable proof will be a letter from the manufacturer or supplier. An electronic copy of each manual must be provided, and hard copies of each manual must be provided with each buoy.</p> <p>English and French if available. An electronic version is also required.</p>
D-8	Recommended Spare Parts and Tools List	<u>First Submission</u> 40 business days prior to first shipment  <u>Subsequent Revisions</u> 5 business after receiving comments from Canada	Approval Required	<p>A list of recommended spare parts and tools required to maintain and repair the buoy in the field. The list must include the price per unit, which will be subject to price verification per the Articles of Agreement. Should spares, spare parts, or tools be required, a Task Authorization will be raised per the Articles of Agreement.</p> <p>English and French copies are required.</p>

## SECTION 5     PRODUCT VERIFICATION

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The Contractor must demonstrate to Canada that the first manufactured Bird Hazing Buoy Kit meets all Technical Requirements in the SOW. The required verification method is listed next to each Technical Requirement. Acceptable verification methods are listed in the table below.

Verification Method	Description
Test	A test that objectively proves that the requirement has been met. Past documented tests are acceptable provided that: <ul style="list-style-type: none"><li>a) They were carried out on a configuration of the Bird Hazing Buoy similar to the present configuration; and</li><li>b) The documentation includes the test method, measurement parameters, pass/fail criteria, and the test result.</li></ul>
Demonstration	A demonstration of the required function being successfully carried out.
Inspection	An inspection to confirm that a functional requirement is met.
Analysis	An analysis that is certified by the Contractor or by a professional engineer to prove that a requirement is met.
Not Specified	The Contractor may choose any verification method.

The Contractor must provide a Product Verification Plan and Report as per deliverables D-3 and D-4.

All product verification activities must be carried out in the presence of a representative of Canada, unless otherwise specified by Canada. Representatives of Canada may inspect any or all components of the Bird Hazing Buoy Kit independent of product verification activities performed by the Contractor prior to issuing approval.

**The Contractor will assume sole responsibility and risk for any manufacturing carried out on the second or subsequent unit, if conducted prior to Canada's approval.**

## SECTION 6 TECHNICAL REQUIREMENTS

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### 6.1. BIRD HAZING BUOY

#### 6.1.1. Bird Hazing Buoy Functional Requirements

Item No.	Requirement	Verification Method
B1.1	The buoy must deter birds within a radius of 750 metres on water.	Test
B1.2	The buoy must drift at a velocity equal to current velocity $\pm$ 5%.	Test
B1.3	The buoy must be capable of being anchored in currents of up to 2 knots.	Not Specified
B1.4	The buoy must delay habituation of birds to its deterrence characteristics.	Not Specified
B1.5	The buoy must be deployable into water from a height of at least 5 metres, i.e., it must withstand the impact and submersion that results from being dropped into water from a height of 5 metres.	Test
B1.6	The buoy must be highly visible at day and night for safety of navigation and for ease of location and identification.	Not Specified
B1.7	The buoy must be pre-activated and ready to deploy out of the box with a single user input, i.e., by switching the device on, while fully charged.	Demonstration
B1.8	The buoy must have a power source that is rechargeable via standard North American electrical connections.	Not Specified
B1.9	The buoy's power source must be removable and replaceable in the field.	Not Specified
B1.10	The buoy must have a minimum operating life of 72 continuous hours with no maintenance or intervention required.	Not Specified



## 6.1.2. Bird Hazing Buoy Minimum Specification Requirements

Item No.	Requirement	Verification Method
B2.1	The buoy must include anchor points suitable for anchoring the buoy in currents of up to 2 knots.	Not Specified
B2.2	The buoy must have an integrated lifting feature to facilitate easy deployment and retrieval.	Demonstration
B2.3	The buoy must include tie down points.	Not Specified
B2.4	The bottom of the buoy must be resistant to abrasion/chafing that would occur due to extended use out-of-water on hard surfaces.	Not Specified
B2.5	The buoy must emit at least 10 distinct sounds including at least two each of: <ul style="list-style-type: none"> <li>- Alert calls of marine and shoreline birds,</li> <li>- Alert calls of marine and shoreline birds of prey, and</li> <li>- Non-distinct sounds similar to those produced by shot launchers, e.g., bangers</li> </ul>	Demonstration
B2.6	The buoy must be capable of emitting sound at a nominal intensity of 130 decibels at distance of 1 metre.	Test
B2.7	The buoy must emit at least one programmed sound at a nominal intensity of 130 decibels at 1 metre.	Test
B2.8	The buoy must emit sounds with at least two different: <ul style="list-style-type: none"> <li>- Signal lengths,</li> <li>- Intervals between signals; and</li> <li>- Signal orders.</li> </ul>	Demonstration
B2.9	The buoy must be a high visibility colour.	Demonstration
B2.10	The buoy must have reflective markings.	Demonstration
B2.11	The buoy must be designed for protection against water ingress as per IP67 in accordance with IEC EN 60529 International IEC 60529 – Ingress Protection.	Test or Demonstration
B2.12	The buoy must include an International Association of Marine Aids to Navigation and Lighthouse Authorities (IALA) compliant light.	Demonstration

STATEMENT OF WORK (SOW)  
Technical Requirements

**6.1.3. Bird Hazing Buoy Non-Functional Requirements**

Item No.	Requirement	Verification Method
B3.1	Any labels affixed to the buoy must be in both Canadian English and French or must use universal ISO symbols per ISO 3864, Safety Colors and Safety Signs.	Demonstration
B3.2	The buoy must be labeled with all relevant maximums and limits required to facilitate safe operation. At a minimum this must include the mass of the buoy.	Demonstration
B3.3	The buoy must be engraved with the following: CANADIAN COAST GUARD / GARDE CÔTIÈRE CANADIENNE 20XX. Where “20XX” is the year of manufacture. This must be inscribed in block digits above the waterline. The letters must not be less than twenty-five (25) mm tall in ARIAL font. If the buoy dimensions are too small to accommodate the entire inscription; only the year of manufacture will have 25 mm tall letters. The remaining title will be sized as appropriate, according to the buoy dimensions.	Demonstration
B3.4	The buoy must be fitted with a unique Serial Number assigned by the manufacturer. The Serial Number will be clearly and legibly and permanently engraved in both French and English. The size of lettering must be at least 12 mm high, and located in an area above the waterline.	Not Specified
B3.5	The buoy’s charging instructions must be clearly identified including labeling of positive and negative terminals.	Not Specified
B3.6	The buoy must have labels to identify the top and bottom.	Demonstration
B3.7	The buoy must include a sound warning label.	Demonstration
B3.8	The buoy must include any equipment that is required for setup, deployment, operation, and retrieval.	Demonstration

**6.1.4. Bird Hazing Buoy Environmental and Design Constraints**

Item No.	Requirement	Verification Method
B4.1	The buoy must meet all SOW Functional Requirements in all water temperatures between -2 °C and +25 °C.	Not Specified
B4.2	The buoy must meet all SOW Functional Requirements in all ambient air temperatures between -20 °C and +50 °C.	Not Specified

STATEMENT OF WORK (SOW)  
**Technical Requirements**

Item No.	Requirement	Verification Method
B4.3	The buoy must have a storage life of at least 5 years in all ambient air temperatures between -20 C and +40 C.	Not Specified
B4.4	The buoy must meet all SOW Functional Requirements in any combination of any amount of: ultraviolet radiation exposure (from sun), wind, rain, snow, and sleet.	Not Specified
B4.5	The buoy must have a storage life of at least 6 months without requiring battery maintenance or recharging while stored in ambient air temperatures between -20 °C and +40 °C.	Not Specified
B4.6	The buoy must require a maximum of 2 personnel for setup, deployment, operation, and retrieval.	Demonstration

## 6.2. STORAGE BOX

### 6.2.1. Storage Box Functional Requirements

Item No.	Requirement	Verification Method
C1.1	The inside of the storage box must be fitted with dedicated lashing points to secure all components of the Bird Hazing Buoy Kit.	Not Specified
C1.2	The top and all sides of the storage box must be removable.	Not Specified
C1.3	The storage box must be fitted with 2 passive vents on opposite sides of the box.	Not Specified
C1.4	The storage box must be fitted with 2 external lifting handles.	Not Specified
C1.5	The storage box must be fitted with 2 enclosed forklift pockets.	Not Specified
C1.6	The storage box must include a waterproof document holder. The document holder must be able to fit both the English and French version of the Operation and Maintenance manual and the OEM manual if applicable. The document holder must be easily accessible and securely fastened within the storage box.	Not Specified

### 6.2.2. Storage Box Non-Functional Requirements

Item No.	Requirement	Verification Method
C2.1	The storage box must have an aluminum label plate with the approved CCG product identifier. See SOW Section 6.5 for more details. The total weight of the	Demonstrated

## STATEMENT OF WORK (SOW)

## Technical Requirements

Item No.	Requirement	Verification Method
	Bird Hazing Buoy Kit must also be indicated on the aluminum label plate.	
C2.2	Any labels affixed to the storage box must be in both Canadian English and French or must use universal ISO symbols per ISO 3864, Safety Colors and Safety Signs.	Not Specified

## 6.2.3. Storage Box Environmental and Design Constraints

Item No.	Requirement	Verification Method
C3.1	The storage box shall be constructed of material designed to withstand prolonged exposure to the marine environment.	Not Specified
C3.2	The storage box must be constructed to limit water ingress.	Not Specified
C3.3	The storage box must be transportable by both air and land in support of CCG operations. CCG air baskets have dimensions of 34 ½" (length) x 40" (width) x 36" (height). All components of the Bird Hazing Buoy Kit must fit into this box and be secured for transport.	Not Specified

## 6.3. SATELLITE TRACKING SYSTEM

## 6.3.1. Satellite Tracking System Functional Requirements

Item No.	Requirement	Verification Method
S1.1	The buoy's satellite tracking system must report data at intervals between 15 and 30 minutes .	Demonstration
S1.2	The buoy's satellite tracking system's data must be accessible via a web browser on hardware running Microsoft Windows 10, Android 11, and Apple iOS 14.	Demonstration
S1.3	The buoy's satellite tracking system's data must be available to multiple users.	Demonstration

## 6.3.2. Satellite Tracking System Non-Functional Requirements

Item No.	Requirement	Verification Method
S2.1	The satellite tracking system must include at least 1 year of satellite tracking service.	Not Specified

### 6.3.3. Satellite Tracking System Environmental and Design Constraints

Item No.	Requirement	Verification Method
S3.1	The satellite tracking system must be able to function in the same environmental conditions as the Bird Hazing Buoy. See SOW Section 6.1.4	Not Specified

## 6.4. SPARE BATTERY

### 6.4.1. Spare Battery Functional Requirements

Item No.	Requirement	Verification Method
T1.1	The spare battery must be identical to the buoy's included battery.	Not Specified

### 6.4.2. Spare Battery Non-Functional Requirements

Item No.	Requirement	Verification Method
T2.2	The spare battery must have a dedicated secure storage space within the storage box.	Not Specified

### 6.4.3. Spare Battery Environmental and Design Constraints

Item No.	Requirement	Verification Method
T3.1	The spare battery must have a storage life of at least 5 years in all ambient air temperatures between -20 C and +40 C.	Not Specified
T3.2	The spare battery must have a storage life of at least 6 months without requiring battery maintenance or recharging while stored in ambient air temperatures between -20 °C and +40 °C.	Not Specified

## 6.5. PRODUCT IDENTIFIERS

### 6.5.1. General

Item No.	Requirement	Verification Method
P1.1	The aluminum label plate on the Storage box must include the following information:	Not Specified
P1.2	The contractor must use alphanumeric characters to indicate the name of the manufacturer, date of manufacture, and manufacturer serial number;	

STATEMENT OF WORK (SOW)  
**Technical Requirements**

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Item No.	Requirement	Verification Method
P1.3	The product identifier must not contain any spaces between the individual elements that compose the identifier.	
P1.4	<p>The product identifier must adhere to the following convention:</p> <p>i) Use four uppercase letters that best represent the name of the manufacturer as the first element of the product identifier. Canada reserves the right to review, and accept or reject the first element proposed by the Contractor for self-identification.</p> <p>ii) Use eight numeric digits that correspond to the following format for the second element of the product identifier: DDMMYYYY (where DD represents the two-digit day, MM represents the two-digit month, and YYYY represents the four-digit year).</p> <p>iii) Use the full, alphanumeric serial number assigned by the manufacturer for the last element of the product identifier.</p>	

## ANNEX "C"

### TASK AUTHORIZATION FORM PWGSC-TPSGC 572

#### Task Authorization Autorisation de tâche

<b>Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization</b> <i>(Use form DND 626 for contracts for the Department of National Defence)</i>	<b>Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Autorisation de tâche</b> <i>(Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense)</i>
<b>Contract Number</b> Enter the PWGSC contract number.	<b>Numéro du contrat</b> Inscrire le numéro du contrat de TPSGC.
<b>Contractor's Name and Address</b> Enter the applicable information	<b>Nom et adresse de l'entrepreneur</b> Inscrire les informations pertinentes
<b>Security Requirements</b> Enter the applicable requirements	<b>Exigences relatives à la sécurité</b> Inscrire les exigences pertinentes
<b>Total estimated cost of Task (Applicable taxes extra)</b> Enter the amount	<b>Coût total estimatif de la tâche (Taxes applicables en sus)</b> Inscrire le montant
<b>For revision only</b>	<b>Aux fins de révision seulement</b>
<b>TA Revision Number</b> Enter the revision number to the task, if applicable.	<b>Numéro de la révision de l'AT</b> Inscrire le numéro de révision de la tâche, s'il y a lieu.
<b>Total Estimated Cost of Task (Applicable taxes extra) before the revision</b> Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.	<b>Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision</b> Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.
<b>Increase or Decrease (Applicable taxes extra), as applicable</b> As applicable, enter the amount of the increase or decrease to the Total Estimated Cost of Task (Applicable taxes extra) before the revision.	<b>Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu</b> S'il y a lieu, inscrire le montant de l'augmentation ou de la réduction du Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision.
<b>1. Required Work: Complete sections A, B, C, and D, as required.</b>  <b>A. Task Description of the Work required:</b>  Complete the following paragraphs, if applicable. Paragraph (a) applies only if there is a revision to an authorized task.  (a) Reason for revision of TA, if applicable: Include the reason for the revision; i.e. revised activities; delivery/completion dates; revised costs. Revisions to TAs must be in accordance with the conditions of the contract. See Supply Manual 3.35.1.50 or paragraph 6 of the Guide to Preparing and Administering Task Authorizations.  (b) Details of the activities to be performed (include as an attachment, if applicable)  (c) Description of the deliverables to be submitted (include as an attachment, if applicable).  (d) Completion dates for the major activities and/or submission dates for the deliverables (include as an attachment, if applicable).	<b>1. Travaux requis : Remplir les sections A, B, C et D, au besoin.</b>  <b>A. Description de tâche des travaux requis :</b>  Remplir les alinéas suivants, s'il y a lieu : L'alinéa (a) s'applique seulement s'il y a révision à une tâche autorisée.  (a) Motif de la révision de l'AT, s'il y a lieu : Inclure le motif de la révision c.-à.-d., les activités révisées, les dates de livraison ou d'achèvement, les coûts révisés. Les révisions apportées aux AT doivent respecter les conditions du contrat. Voir l'article 3.35.1.50 du Guide des approvisionnements ou l'alinéa 6 du Guide sur la préparation et l'administration des autorisations de tâches.  (b) Détails des activités à exécuter (joindre comme annexe, s'il y a lieu).  (c) Description des produits à livrer (joindre comme annexe, s'il y a lieu).  (d) Les dates d'achèvement des activités principales et (ou) les dates de livraison des produits (joindre comme annexe, s'il y a lieu).



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**B. Basis of Payment:**

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

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

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

**Option 2:**

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

**D. Method of Payment**

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

**B. Base de paiement :**

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

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

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

**Option 2 :**

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

**D. Méthode de paiement**

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

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**2. Authorization(s):**

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

**3. Contractor's Signature**

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

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**2. Autorisation(s) :**

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

**3. Signature de l'entrepreneur**

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

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## Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

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

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

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

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

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

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

Contract Number - Numéro du contrat

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

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

## ANNEX 2 to PART 3 OF THE BID SOLICITATION

### BIDDER'S CHECKLIST

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

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

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

	Bid Solicitation Reference	Documentation / Information to be provided with the Bid	Comments	Included with the Bid
1.	2003 Standard Instructions - Goods or Services - Competitive Requirements	Cover Page of the Request For Proposals and all Amendments are signed and included with the Bid.	Best practice.	
2.	Article 2.3 Former Public Servant	Certification with requested information, if applicable.	Best practice.	
3.	Article 2.5 Applicable Laws	Certification with requested information, if applicable.	Best practice.	
4.	Article 3.1 Bid Structure	Canada requests that Bidders provide their bid in separate sections; Technical Bid, Financial Bid, Certifications	Best practice.	
5.	Article 3.1.2.1 Substantial Information	Bidders should provide with their technical bid, a document indicating clearly where the substantial information can be found for each of the mandatory criterion identified in the Technical Bid Evaluation Plan (Annex 1 to Part 4 of the Bid Solicitation).	Best practice.	
6.	Article 3.1.3.4 Delivery Dates	Bidders must submit their delivery dates in accordance with Schedule B.	Mandatory with the bid.	
7.	Article 4.1.1.2 Phase I: Financial Bid	Bid must include all information required by the solicitation, including comprehensive responses to all bid criteria	Mandatory with the bid.	
8.	Article 4.1.1.3 Phase II: Technical Bid	Bid must include all information required by the solicitation.	Mandatory with the bid.	
9.	Article 5.1.1 Integrity Provisions - Declaration of Convicted Offences	Bidder must provide with its bid, if applicable, the Integrity declaration form.	Mandatory with the bid, if applicable.	
10.	Article 5.1.2 Certification of Compliance	Bidder must submit a signed and completed Certification of Compliance (Annex 2 to Part 4 of the Bid Solicitation)	Mandatory with the bid.	
12.	Article 5.2.1 Integrity Provisions - Required Documentation	Bidder must provide required information, as applicable.	Not mandatory by bid closing. Must be provided prior to contract award.	
13.	Article 5.2.2 Federal Contractors Program for Employment Equity	Submit a completed Annex 1 to Part 5 of the Bid Solicitation.	Not mandatory by bid closing. Must be provided prior to contract award.	
14.	Article 5.2.4 Insurance Requirements	Bidder must submit required information, as applicable	Not mandatory by bid closing. Must be provided prior to contract award.	

15.	Article 6.5.4 Contractor's Representative	Bidders should include Contractor Representative contact information'.	Best practice.	
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Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Canadian  
Coast Guard

Garde côtière  
canadienne

## Integrated Technical Services



## Technical Bid Evaluation Plan (TBE)

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

*Wildlife Deterrence – Bird Hazing Buoy*

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## SECTION 1 INTRODUCTION

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### 1.1. PURPOSE

This document defines the methodology that will be used to evaluate the technical portion of each Bid submitted in response to the Solicitation for Bird Hazing Buoys.

## SECTION 2 TECHNICAL BID SUBMISSION GUIDELINES

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### 2.1 GENERAL CONSIDERATIONS

The technical portion of the Bid will be evaluated against the following mandatory criteria (M) specified herein:

Appendix A – Mandatory Criteria – Part 1 of 2, M1; and

Appendix A – Mandatory Criteria – Part 2 of 2, M2, M3, and M4.

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

2.2.1 The Bidder's authorized representative must initial in the 'Initials' column for each mandatory requirement found in Appendix A – Mandatory Criteria – Part 1 of 2.

2.2.2 The Bidder must respond with a 'Yes' or 'No' in the 'Compliant (Y/N)?' column for each mandatory requirement found in Appendix A – Mandatory Criteria – Part 1 of 2

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

Item No.	Mandatory Requirement	Method of Compliance	Compliant (Yes/No)?	Initials	Bid Cross-Reference
M1	All requirements stipulated in the Statement of Work (SOW) will be met.	The Bid must include a signed Certificate of Compliance (Appendix X of the Technical Bid Evaluation) by its authorized representative.	<i>Yes</i>	<i>JD</i>	

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

2.3.1 Various methods of compliance are listed in Appendix A – Mandatory Criteria –Part 2 of 2. The Bidder must carefully read the requested method(s) of compliance, as each method of compliance may differ among the mandatory criteria.

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

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2.3.2 For a given criterion, the bidder must provide ALL requested information to sufficiently demonstrate compliance, and cross-reference the appropriate location(s) within the Bid where such information can be found.

2.3.3 The Bidder's authorized representative must initial in the 'Initials' column for each mandatory requirement found in Appendix A – Mandatory Criteria – Part 2 of 2

2.3.4 The Bidder must respond with a 'Yes' or 'No' in the 'Compliant (Y/N)?' column for each mandatory requirement found in Appendix A – Mandatory Criteria – Part 2 of 2.

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

Item No.	Mandatory Requirement	Method of Compliance	Compliant (Y/N)?	Initials	Bid Cross-Reference
M3	The proposed Bird Hazing Buoy can emit at least 10 distinct sounds. The description of the 10 distinct sounds must be included.	The information can be submitted to demonstrate compliance of M3 by one of the following means: <ul style="list-style-type: none"><li>• Brochure;</li><li>• Test Results; or</li><li>• Data Description sheet.</li></ul>	<i>Yes</i>	<i>JD</i>	<i>Section 4 – p.88-90 of the Bid</i>

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

## APPENDIX A MANDATORY CRITERIA – PART 1 OF 2

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

## APPENDIX A MANDATORY CRITERIA – PART 2 OF 2

Item No.	Mandatory Requirement	Method of Compliance	Compliant (Y/N)?	Initials	Bid Cross-Reference
M2	The proposed Bird Hazing Buoy can emit sounds at a nominal minimum intensity of 130 dB.	The information can be submitted to demonstrate compliance of M2 by one of the following means: <ul style="list-style-type: none"> <li>• Brochure;</li> <li>• Test Results; or</li> <li>• Data Description sheet.</li> </ul>			
M3	The proposed Bird Hazing Buoy can emit at least 10 distinct sounds. The description of the 10 distinct sounds must be included.	The information can be submitted to demonstrate compliance of M3 by one of the following means: <ul style="list-style-type: none"> <li>• Brochure;</li> <li>• Test Results; or</li> <li>• Data Description sheet.</li> </ul>			
M4	Within the last five (5) years, the entity or entities who will manufacture the Bird Hazing Buoys must have delivered at least ten (10) Bird Hazing buoys to other clients.	The following documents issued by the entity or entities who will manufacture the Bird Hazing Buoys will be acceptable: <ul style="list-style-type: none"> <li>• Invoices; and/or</li> <li>• Bills of Sale.</li> </ul> The date stated on the documents provided as per M4 must fall within the last five (5) years.			
M5	Within the last five (5) years, the entity or entities who will manufacture the Bird Hazing Buoys have delivered at least one buoy that included a satellite tracking system.	One of the following documents indicating compliance of the M5 requirement is acceptable: <ul style="list-style-type: none"> <li>• Invoice;</li> <li>• Bill of Sale;</li> <li>• Documentation; or</li> <li>• Written statement from a customer who purchased a buoy from the entity or entities who will manufacture the Bird Hazing Buoys that satisfies the M5 requirement.</li> </ul> The date stated on the documents provided as per M5 must fall within the last five (5) years.			

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

**CERTIFICATION OF COMPLIANCE**

As a Bidder, we have been given the opportunity to provide feedback on the content of the technical requirements for the Tidal Seal Boom (400ft, 600ft and 800ft Tidal Seal Boom) procurement (Solicitation F7047-190089).

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

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

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

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

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

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

## ANNEX 1 to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

**OR**

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

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

**OR**

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

**APPENDIX 1**  
**Price Certification – Task Authorization**

The following certification must be duly executed by the Contractor prior to the issuance of the Task Authorization:

**Price Certification**

The Contractor certifies that the price proposed

- a. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity;
- c. does not include any provision for discounts to selling agents; and
- d. is based on costs computed in accordance with *Contract Cost Principles* 1031-2.

**Discretionary Audit**

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

Company Name of the Contractor: \_\_\_\_\_

Name of the Contractor's Representative: \_\_\_\_\_

Signature of Contractor's Representative: \_\_\_\_\_

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