



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

**Bid Receiving - PWGSC / Réception des
soumissions – TPSGC**

**11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III**

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet EREP: Small Portable Vacuum System	
Solicitation No. - N° de l'invitation F7047-200019/B	Date 2021-09-24
Client Reference No. - N° de référence du client F7047-200019	
GETS Reference No. - N° de référence de SEAG PW-\$ERD-008-28354	
File No. - N° de dossier 008erd.F7047-200019	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-11-09 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bakhos, Maya	Buyer Id - Id de l'acheteur 008erd
Telephone No. - N° de téléphone (613) 292-3550 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Marine Emergency Response Division/Division des
Interventions en cas d'urgence maritime

Centennial Towers 7th Floor - 7W11

200 Kent Street

Ottawa

Ontario

K1A0S5

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

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PART 1 – General Information

1.1 Requirement

The Canadian Coast Guard is the lead federal agency responsible for ensuring the clean-up of all ship source and mystery source pollution spills into waters under Canadian jurisdiction. To fulfill this mandate, the Canadian Coast Guard requires for the supply and delivery of Small Portable Vacuum Systems capable of suctioning light to heavy fuel oils and small solids. The system will be primarily used for recovery operations on shorelines or sheltered waters. The system will be transported to recovery site via 1-ton pick-up trucks, small marine vessels, and helicopter basket.

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

The period of the resulting contract will be from the date of contract to December 31, 2022 (inclusive) as specified in the resulting contract clauses under the same conditions. Delivery destinations are identified in Schedule A.

Public Works and Government Services Canada (PWGSC) [also known as Public Services and Procurement Canada (PSPC)] is carrying out these procurements on behalf of the Canadian Coast Guard. Enquiries regarding this bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation.

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

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

Only bids submitted using epost Connect service will be accepted.

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

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

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008ERD/F7047-200019/B

Buyer ID - Id de l'acheteur
008ERD
CCC No./N° CCC - FMS No./N° VME

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

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

1.2 Statement of Work

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

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

1.4 epost Connect service

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

PART 2 – Bidder Instructions

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days
Insert: 120 days

2.1.1 SACC Manual Clauses

2.1.1.1 Equivalent Products

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

2.2 Submission of Bids

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

Bid Receiving Unit – National Capital Region
Bid Receiving – PWGSC

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

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

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

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

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

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

2.3 Former Public Servant

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not

include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

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

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

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

3.1.1 No Conditional Bids

The Bidder's bid must not be made conditionally. Any condition imposed by the Bidder will render the bid nonresponsive and the bid will be given no further consideration.

3.1.2 Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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

3.1.2.1 Substantial Information

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

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

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

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Buyer ID - Id de l'acheteur
008ERD
CCC No./N° CCC - FMS No./N° VME

3.1.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment Schedule A. The Bid must be submitted in Canadian Currency.

3.1.3.1 Electronic Payment of Invoices – Bid

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

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

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

3.1.4 Exchange Rate Fluctuation

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

3.1.5 Delivery dates

Bidder must submit their delivery dates in accordance with Schedule B

3.1.6 Section III: Certifications

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

3.1.7 Bidder's Checklist

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

PART 4 – Evaluation Procedure and Basis Of Payment

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) Canada may retain any independent consultant or use any resources to evaluate any bid or portion thereof. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (d) Where Canada has made a determination that a bid has failed any individual mandatory element of the Solicitation, Canada reserves the right to not proceed further in the evaluation of the bid and may deem the bid non-responsive.
- (e) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances

where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

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

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

such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential

change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

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

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

4.1.2 Technical Evaluation

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

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

4.1.2.1 Mandatory Technical Criteria

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

4.1.3 Financial Evaluation

- 1. The price of the bid will be evaluated in Canadian dollars, Delivery at place unloaded, Incoterms 2020 Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax or the Harmonized Sales Tax extra. Additional terms specific to a particular evaluated price may also apply.
- 2. The following "Evaluated Price" equation will be used to determine the evaluated price of the bid based on the prices inserted by the Bidder in its bid Schedule A (Basis of Payment). Using the Items listed in Schedule A:

	Evaluated Price = A
A.	A = Sum of the extended prices of items 1-4 (inclusive)

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

- Item #1 Quantity x Item #1 Firm Unit Price = Item #1 Extended Price
- This is repeated for items 2 – 4 inclusive.

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

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4.2 Basis of Selection

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

PART 5 – Certifications and additional Information

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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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.

PART 6 – Resulting Contract Clauses

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.2.1 Additional Work Requirements (AWR)

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

6.2.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). This TA will be authorised for the procurement of recommended spares, spare parts and tools required to maintain and repair the kit. The Work described in the TA must be in accordance with the scope of the Contract.

6.2.3.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. At the time when the Task Authorization is provided to the Contractor, the Contracting Authority or Project Authority will discuss with the Contractor to determine if there is an opportunity to include an Indigenous Benefits Plan which generates socio-economic benefits (employment, training and subcontracting) for Indigenous people or businesses.
4. The Contractor must provide the Project, within 7 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

5. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.2.3.2 Task Authorization Limit

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

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

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

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

6.2.3.4 Periodic Usage Reports - Contracts with Task Authorizations

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

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

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

The quarterly periods are defined as follows:

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

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

Reporting Requirement - Details

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

For each authorized task:

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

For all authorized tasks:

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

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

6.3.2 Supplemental General Conditions

4011 (2012-07-16), Supplemental General Conditions-Goods (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

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

6.4.2 Delivery Date

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

6.4.3 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Maya Bakhos
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Marine Charter Services Directorate

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Buyer ID - Id de l'acheteur
008ERD
CCC No./N° CCC - FMS No./N° VME

Marine Emergency Response Division
270 Albert Street, 7 floor 14 B, Ottawa ON, K1P 6E6
Phone number: (873)-355-3085
E-mail: maya.bakhos@tpsgc-pwgsc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

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

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

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

6.5.3 Contractor's Representative

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm price as specified in Schedule A, Basis of Payment for a cost of \$ **(to**

be announced at contract award). Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Basis of Payment – Individual Task Authorisations

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

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

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

- OR -

6.7.2 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 the Basis of Payment as specified in the authorized TA. 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.

All payments are subject to government audit.

6.7.3 Limitation of Price

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

6.7.3.1 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ (to be announced at contract award) . Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

2. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.4 Method of Payment

6.7.4.1 Multiple Payments

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

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

6.7.4.2 Price Support

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

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

6.7.5 Taxes – Foreign-Based Contractor (if applicable)

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

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

6.7.6 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);

6.7.7 Discretionary Audit

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

6.7.7.1 Discretionary Audit – Commercial Goods and/or Services

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

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

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

6.7.7.1.1 Price Certification

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

OR

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

6.7.7.2 Price Support

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

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

6.8 Invoicing Instructions

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

If applicable each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

OR

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.
_____ (to be provided at contract award)

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

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

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

6.10 Applicable Laws

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

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, Schedule of Deliveries;
- (b) 1031-2 (2012-07-16), Contract Cost Principles;
- (c) the general conditions [2010B - General Conditions - Professional Services \(Medium Complexity\) - Buyandsell.gc.ca](#)
- (d) the supplemental general conditions 4011 (2012-07-16) Goods – Medium Complexity;
- (e) Annex A, Statement of Work
- (f) Annex B, the signed Task Authorizations (including all of its annexes, if any); and
- (g) the Contractor's bid dated _____

6.12 Insurance

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

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

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 & Delivery Instructions

6.15.1 Delivery Instructions

1. Goods must be consigned to the destination specified in the Contract and delivered:
Delivered at Place Unloaded (DPU) (specified destination) Incoterms 2020.

2. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties, import clearances, and Applicable Taxes. **Delivery includes any loading and unloading expenses.**

3. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the designated contact person at least 2 business days in advance of the delivery time. The consignee may refuse shipments 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/ispms/>).

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

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

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

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 products.

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 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 (if applicable)

1. The Contractor must mark dangerous goods/hazardous products which are classed as dangerous/hazardous as follows:
 - a. shipping container - in accordance with the [*Transportation of Dangerous Goods Act*](#), 1992, c. 34; and
 - b. immediate product container - in accordance with the [*Hazardous Products Act*](#), R.S., 1985, c. H-3.
2. The Contractor must provide bilingual Safety Data Sheets, indicating the NATO Stock Number as follows:
 - a. two hard copies:
 - i. one copy to be enclosed with the shipment, and
 - ii. one copy to be mailed to: *(to be provided at contract award)*
 - b. one copy sent in any electronic format to the following address: *(to be provided at contract award)*
3. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
4. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws and by-laws.
5. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

SCHEDULE A

BASIS OF PAYMENT

Instructions to Bidders:

The Bidder must complete the fill-ins and table 1 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);*
- e. The Bidder is requested to insert "\$0.00" for any cost of the cost elements for which it does not intend to charge - If any cost element is left blank, Canada will insert "\$0.00" for that element; and*
- f. The Bidder must take into account any notes associated with a particular Item and/or cost element.*

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

1. Required Goods and/or Services

Table 1

Item No.	Short Item Description	Delivery Locations	QTY (Y)	Firm Unit Price^A (Z)	Extended Price (Y x Z)
1	Small Vacuum Pump IAW Annex A, SOW Section 1.3	Quebec City	2		
2	Small Vacuum Pump IAW Annex A, SOW Section 1.3	Parry Sound	2		
3	Small Vacuum Pump IAW Annex A, SOW Section 1.3	Prescott	6		
4	Small Vacuum Pump IAW Annex A, SOW Section 1.3	Saanichton	6		
Total Firm Price					

Notes:

A: This price represents an amount in addition to the unit prices for the Small Vacuum Pump for delivery to the noted destination.

SCHEDULE B

DELIVERIES

1. Deliveries

a. Destination addresses will be provided after contract award.

2. Delivery Date Changes

Delivery date is an essential part of this contract. Except for a claim of excusable delay pursuant to Article 07 (Excusable delay) of the General Conditions 2020, any changes to the delivery date(s) specified in the Contract will prejudice Canada and will, at Canada's discretion, result in any or all of the following:

- a. Contract Termination in accordance with Article 24 (Default by the Contractor), and the Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source;
- b. Consideration for Contract Amendment: Delivery date(s) will not be extended without consideration being provided by the Contractor in the form of adjustment to the price, warranty, and/or goods and services provided; and
- c. The execution of any applicable actions outlined in vendor performance policies established by Canada.

Schedule of Deliveries - Required Goods and/or Services

Item No.	Item Description	Destination	Quantity	Delivery Date (days after contract award)
1	Small Vacuum System in accordance with the contract including SOW and all Annexes	Québec City, QC	2	
2	Small Vacuum System in accordance with the contract including SOW and all Annexes	Parry Sound, ON,	2	
3	Small Vacuum System in accordance with the contract including SOW and all Annexes	Prescott, ON,	6	
4	Small Vacuum System in accordance with the contract including SOW and all Annexes	Saanichton, BC	6	

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Annex A

Statement of Work (SOW)

Environmental Response Equipment Modernization/Mobile Incident Command Equipment Project

Small Portable Vacuum System

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LIST OF ACRONYMS, ABBREVIATIONS, AND DEFINITIONS

AWG	American Wire Gauge
CCG	Canadian Coast Guard
EREM/MICE	Environmental Response Equipment Modernization/Mobile Incident Command Equipment
OEM	Original Equipment Manufacturer
PRV	Pollution Response Vessels
RSPTL	Recommended Spare Parts and Tools List
SOW	Statement of Work

SECTION 1 INTRODUCTION

1.1. BACKGROUND

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

1.2. PURPOSE

The CCG requires Small Portable Vacuum Systems, known as Vacuum Systems hereafter, capable of suctioning light to heavy fuel oils and small solids. The system will be primarily used for recovery operations on shorelines or sheltered waters. The system will be transported to recovery site via 1-ton pick-up trucks, small marine vessels, and helicopter basket.

1.3. DEFINITIONS

The following definitions apply to this SOW:

Terminology	Definition
Vacuum Pump	Small, portable vacuum pump powered by a diesel engine.
Vacuum System	<ul style="list-style-type: none">▪ 1 Vacuum Pump;▪ 1 standard-sized 55 gallon drum;▪ 1 aluminum Recovery Wand;▪ 1 non-metallic Recovery Wand;▪ 2 or more (as necessary) Recovery Hoses;▪ 1 hose blockage cleaning tool with extension handles;▪ 1 Operations Manual (hard copy and searchable PDF); and▪ 1 Maintenance Manual (hard copy and searchable PDF).

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1.4. SCOPE

Any requirement, specification, or other indication in this SOW regarding the work required in the provision of the Vacuum System 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

2.1. APPLICABLE STANDARDS AND SPECIFICATIONS

To the extent specified herein, the following standards and specifications apply to the Vacuum System:

- 1) Off-Road Compression-Ignition Engine Emission Regulations, SOR/2005-32
- 2) ISO 7010, Graphical symbols – Safety colours and safety signs – Registered safety signs.
- 3) ISO 3864-1:2011, Safety Colors and Safety Signs
- 4) Canada Occupational Health and Safety Regulations – Levels of Sound, Part VII - IPG-074
- 5) Spark Arrester Guide — Multiposition Small Engine (MSE) Volume 2
- 6) A-A-59326, Commercial Item Description Coupling Halves, Quick-Disconnect, Cam-Locking Type

2.2. REFERENCE DOCUMENTATION VERSION

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

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 Record of Decisions not more than 2 business days after each meeting.

Item No.	Meeting	Date of Meeting	Description	Meeting Deliverables
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"> Discuss in detail all sections of the Contract to ensure that all parties have a mutual understanding of the work required; Review S-1 Project Schedule First Submission; and Review P-1 Product Design Package First Submission. 	<ul style="list-style-type: none"> Meeting Agenda S-1 Project Schedule P-1 Product Design Package Record of Decisions
M-2	Ad-hoc Meetings	As required	Meetings scheduled as required to resolve any issues that may arise, and as required for verification testing.	<ul style="list-style-type: none"> Meeting Agenda Record of Decisions

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 Vacuum System must be delivered complete in all respects in accordance with SOW Section 5, and ready to be deployed.

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 Contractor or its carrier must follow any applicable health protocols during delivery (e.g. facemask covering, social distancing where possible, etc.). The consignee may refuse shipments when prior arrangements have not been made. Deliveries will not be accepted on weekends or statutory holidays.

SECTION 4 DELIVERABLES

4.1. PROJECT MANAGEMENT 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	Schedule for Deliverables	Canada's Approval Requirements	Description
S-1	Project Schedule	<p><u>First Submission</u> 2 business days prior to meeting M-1 (ref. SOW 3.1).</p> <p><u>Subsequent Revisions</u> 5 business days after receiving comments from Canada, and as requested by Canada.</p>	Approval required.	<p>Planned/forecasted timeline on which the Contractor will execute the Project (i.e., the Work) updated to reflect the most current dates. At a minimum, the Project Schedule S-1 must include:</p> <ul style="list-style-type: none"> • Meetings • Manufacturing milestones • Testing • Deliverables • Shipments

4.2. PRODUCT DELIVERABLES

Item No.	Deliverable	Schedule for Deliverables	Approval Requirements	Description
P-1	Product Design Package	<p><u>First Submission</u> 2 business days prior to meeting M-1 (ref. SOW 3.1).</p>	<p>Approval required prior to commencing manufacturing.</p> <p>Any manufacturing</p>	<p>The Product Design 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, it must be modified to meet the requirement(s) and re-submitted for approval.</p> <p>As a minimum the Product Design Package must include:</p> <ol style="list-style-type: none"> 1) General arrangement drawings of all Vacuum System components; and 2) System specifications.

			<p>carried out prior to approval is at the Contractor's sole risk.</p>	
<p>P-2</p>	<p>Requirements Verification Plan <u>First Unit Only</u></p>	<p><u>Subsequent Revisions</u> 5 business days after receiving comments from Canada <u>First Submission</u> 20 business days after Contract Award <u>Subsequent Revisions</u> 5 business days after receiving comments from Canada</p>	<p>Canada's approval of P-2 required prior to commencing P-3.</p>	<p>The purpose of the Requirements Verification Plan is to provide complete details of how the contractor will prove that its product (i.e. the First Unit) meets all of the requirements in the SOW. The Requirements Verification Plan defines all verification activities required prior to final design acceptance.</p> <p>Requirements must be verified using the verification method specified in the Section 5: Technical Requirements. The verification methods are defined in Table 1. Verification Method Detailed Descriptions. If a verification method is not specified in the SOW, the Contractor in consultation with Canada must select an appropriate verification method from Table 1. Verification Method Detailed Descriptions.</p>
<p>P-3</p>	<p>Requirements Verification Report <u>First Unit Only</u></p>	<p>Canada's approval required prior to shipping first unit.</p>	<p>Any manufacturing of units beyond the First Unit prior to Canada's approval of P-3 is at the Contractor's sole risk.</p>	<p>The purpose of the Requirements Verification Report is to document the results of the verification activities, and it must be certified by the Contractor as an accurate record of the product verification results. The Requirements Verification Report must prove that each SOW requirement has been verified.</p> <p>The verification results must include for each verification activity:</p> <ol style="list-style-type: none"> Labelled photographs and/or video(s) depicting the testing setup and results. Results of the verification activity that are cross-referenced to the requirement(s) that were verified. All relevant certification and material data sheets A list of any items that did not pass initial verification with descriptions of corrective actions that were taken place prior to subsequent verification

P-4	Operation and Maintenance Manual	Canada's approval required prior to shipping.	Approval Required.	<p>A user manual that includes all necessary information required to safely operate and maintain the Vacuum System. The provided manuals must have reference to the make and model of equipment provided within the Vacuum System. Existing operations and maintenance manuals may be submitted for Canada's approval.</p> <p>At a minimum, the following information must be included:</p> <ol style="list-style-type: none"> 1. System Specifications 2. Labelled system schematic 3. Operating instructions 4. Preventative maintenance schedule based on time interval with instructions for specific tasks to be completed for each interval 5. Hazards and warnings 6. Troubleshooting guide <p>English and Canadian French copies are required.</p>
P-5	Original Equipment Manufacturer Manuals	With shipments		<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.</p> <p>At a minimum, OEM manuals must be supplied for:</p> <ol style="list-style-type: none"> 1. The diesel engine 2. The vacuum pump <p>Copies must be provided in English and Canadian French if available.</p>
P-6	Recommended Spare Parts and Tools List	<u>First Submission</u> 20 business days prior to first shipment	Approval Required.	<p>The Recommended Spare Parts and Tools List (RSPTL) identifies all items that the Contractor recommends to support the ongoing maintenance (i.e., preventive and corrective) of the physical asset being procured. The RSPTL will be subject to Canada's approval and may require additional information from the Contractor as required.</p> <p>English and Canadian French searchable PDF versions are required.</p>

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		<p><u>Subsequent Revisions</u> 5 business after receiving comments from Canada</p>	
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Table 1. Verification Method Detailed Descriptions

Verification Method	Description
Analysis	Use of mathematical modeling and analytical techniques to predict the compliance of a design to its requirements based on calculated data or data derived from lower system structure end product validations. This could also include a review of OEM product specifications, certifications, and engineering affidavits for comparison to the requirements.
Demonstration	Showing that the use of an end product achieves the individual specified requirement. It is generally a basic confirmation of performance capability, differentiated from testing by the lack of detailed data gathering. Demonstrations can involve the use of physical models or mock-ups. A demonstration could also be the actual operation of the end product by qualified personnel, who perform a one-time event that demonstrates a capability or function.
Inspection	The visual examination of a realized end product. Inspection is generally used to verify physical design features or specific manufacturer identification. The inspection must confirm that the design satisfies the requirement (product specification and drawing review) and the product matches the design spec (physical examination). For example, if there is a requirement that the system does not exceed a specified dimensional footprint, the design review confirms the design footprint meets the requirement and the visual examination of the product confirms it was manufactured in accordance with the design dimension.
Test	The use of a realized end product to obtain detailed data to verify or validate performance or to provide sufficient information to verify or validate performance through further analysis.

SECTION 5 TECHNICAL REQUIREMENTS

5.1. STANDARD 55 GALLON DRUM

5.1.1. Standard 55 Gallon Drum Requirements

Item No.	Requirement	Verification Method
A1	The Vacuum System must include one standard-sized, commercially available 55 gallon drum. Note: The nominal dimensions of a standard-sized, commercially available 55 gallon drum are approximately as follows: outer diameter of 23 inches (in.), inner diameter of 22.5 in., and outside height of 34.5 in..	
A2	The 55 gallon drum must be made of steel.	
A3	The 55 gallon drum must come with a removable lid.	
A4	The reference to a 55 gallon drum found anywhere within this document must be considered as the drum described above in SOW A1 through SOW A3.	

5.2. VACUUM SYSTEM

5.2.2. Vacuum System Functional Requirements

Item No.	Requirement	Verification Method
B1	The Vacuum System must be able to recover light to heavy fuel oils such as solvents, diesel and light lubricating oils, hydraulic oils crude and heavy fuel oils (HFO) such as Bunker C, into a 55 gallon drum.	
B2	The Vacuum System must be able to recover solids of up to 25.4 millimetres (mm) diameter into a 55 gallon drum.	
B3	The Vacuum System must recover water from a datum height of 0 metres (m) into a 55 gallon drum located 3 m above the datum (refer to Appendix A – Vacuum System Diagram). The volumetric flowrate of the transferred product during this pumping operation must be at a minimum 1.5 cubic metres/hour.	Test
B4	The Vacuum System must recover ¾ in. clean stone into a 55 gallon drum. The flowrate of the transferred product during this pumping operation must be sufficient move 225 kg of ¾ in. clean stone into the 55 gallon drum in a maximum time of 10 minutes. Note: Water can be added to the ¾ in. clean stone to assist the recovery.	Test

Item No.	Requirement	Verification Method
B5	The Vacuum System must have a means of transferring the recovered product into a 55 gallon drum. If the design includes an integral storage tank, then the Vacuum System must be able to discharge the collected product from this integral tank into a 55 gallon drum.	Demonstration – to be verified in SOW B3 and B4 test
B6	The Vacuum System must include an automatic safety shut-off valve or alternative method to prevent overfilling of the 55 gallon drum. If an integral tank is included in the design, the design must prevent overfilling of both the integral tank and the 55 gallon drum into which it would discharge.	Demonstration – to be verified in SOW B3 and B4 test

5.2.3. Vacuum System Environmental and Design Constraints

Item No.	Requirement	Verification Method
C1	The Vacuum System, excluding the 55 gallon drum, must be made with corrosion-resistant materials to withstand marine environments including ocean-spray and saltwater.	
C2	The Vacuum System must be capable of functioning in all Canadian environments (-20°C to +40°C).	
C3	The Vacuum System must include a minimum of two interchangeable Recovery Hoses of length between 4.5 m and 6.1 m in order to perform the required pumping operations; additional hoses may be provided if necessary for the designed system. All Recovery Hoses provided with the Vacuum System must be of the same length.	Inspection
C4	The Recovery Hoses must be constructed of conductive material or be thick-walled hoses with imbedded conductive wiring to prevent accumulation of static electricity. This conductive hose shall provide suitable electrical resistivity less than or equal to 1 megaohm ($1 \times 10^6 \Omega$) per 30.48 m.	Analysis
C5	The Recovery Hoses must not be constructed as thin walled, metallic spiral-wound conductive hoses due to the potential for electrical discharge through the thin plastic that covers the metal spiral.	Inspection
C6	The Vacuum System must include both an aluminum and a non-metallic Recovery Wand for collection of oil and debris that is hand-operated by one person.	
C7	The Recovery Hoses and Recovery Wands must be of appropriate size and weight such that the Vacuum System can be operated by one person.	Demonstration – to be verified in SOW B3 and B4 test
C8	The Vacuum System must include a tool for cleaning the inside of the Recovery Hoses. Note: This cleaning tool must be included in the RSPTL.	
C9	All Recovery Hose connections within the Vacuum System must be Camlock with one male end and one female end in accordance with A-A-59326 Commercial Item Description Coupling Halves, Quick-Disconnect, Cam-Locking Type. The Camlock material must be of either Class I, III, or IV as defined within this standard.	Analysis

Item No.	Requirement	Verification Method
C10	The Vacuum System must be powered by a diesel engine that is compliant with Tier 4 emission standards as described in SOR/2005-32, Off Road Compression Ignition Engine Emission Regulations.	Analysis
C11	The Vacuum System must include a securely fastened waterproof document holder to store all the operations and maintenance manuals defined in SOW P-4 and SOW P-5.	Inspection

5.2.4. Vacuum System Safety Requirements

Item No.	Requirement	Verification Method
D1	The Vacuum System must include a bonding system ensuring that during operation all connected parts of the system form a continuous conductive path at an equivalent electrical potential.	Test
D2	The Vacuum System must include a grounding system which ensures that while operating from the outdoor ground surface, the bonded system is grounded to earth (i.e. grounding rod or alternative ground connection must be provided with the system). The grounding system must provide an electrical contact resistance of less than 10 Ω between the bonded system and the grounded structure. Note: a grounding rod must be approximately 2.74 m long and 15.87 mm diameter and driven 2.44 m into the earth (or to the water table, if less).	Test
D3	The Vacuum System must include a grounding system which ensures that while operating from a vessel deck, the bonded system is grounded to the vessel. The grounding system must provide an electrical contact resistance of less than 10 Ω between the bonded system and the grounded structure.	Test
D4	The Vacuum System must include a spark-arresting exhaust system that is listed as a qualified spark arrester within the Spark Arrester Guide — Multi-position Small Engine (MSE) Volume 2. Note: A searchable database can be found at the following web link: https://www.fs.fed.us/t-d/programs/fire/spark/otc_sch.php	Analysis
D5	The Vacuum System must include a red emergency stop button at each operator control position that when pressed, instantly stops all moving parts and powers off all mechanical and electrical systems.	Demonstration
D6	The Vacuum System must include a solution to prevent combustible vacuum exhaust vapors from contacting a potential source of ignition within the system.	Analysis
D7	The Vacuum System must include a solution which vents all toxic vacuum exhaust vapours to an area that is a safe distance from personnel operating the vacuum system.	Analysis
D8	The Vacuum System diesel engine must be equipped with an automatic positive air shutoff mechanism that closes the air intake to prevent over-revving and explosions.	Analysis

5.2.5. Vacuum System Dimension and Weight Constraints

Item No.	Requirement	Verification Method
E1	The Vacuum System must be safely securable for transportation on deck of a marine vessel with a maximum footprint of: 2000 mm length; 1250 mm width; and 1290 mm height.	Demonstration
E2	The Vacuum System must be safely securable for transportation on the cargo bed of a pickup truck with cargo bed dimensions of: 2489 mm length; and 1219 mm. width.	Demonstration
E3	The Vacuum System must be safely securable for transportation within a CCG helicopter basket with dimensions defined as: 2590 mm length; 1320 mm width; and 1346 mm height.	Demonstration
E4	The Vacuum System must include tie-down features for securing it during transportation.	Inspection
E5	The Vacuum System must not exceed 453 kg to ensure the design remains within safe vessel stability limitations.	Inspection
E6	The Vacuum Pump must include a solution that enables it to be safely lifted via forklift. Note: lifting tackle does not need to be provided with the Vacuum System to meet this requirement.	Analysis
E7	The Vacuum Pump must include a solution that enables it to be safely lifted via crane. Note: lifting tackle does not need to be provided with the Vacuum System to meet this requirement.	Analysis
E8	The Vacuum System must not be stored inside a completely enclosed container.	Inspection

5.2.6. Vacuum System Label Plates and Product Identifiers

Item No.	Requirement	Verification Method
F1	The Vacuum System must include label plates to identify each control, switch, gauge, and display must be supplied and furnished. Label plates must also be used to indicate safe working limits, maximum capacities, and masses, as applicable, of equipment.	
F2	Label plates must be as permanent as the normal life expectancy specified for the items to which they are affixed.	
F3	Label plates must withstand the environmental conditions and cleaning procedures expected for the items to which they are affixed.	Analysis
F4	Label plates must be written in both English and Canadian French.	Inspection

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Item No.	Requirement	Verification Method
F5	The Vacuum System must indicate all hazards with both English and Canadian French warning labels or clear graphical symbols per ISO 7010, Graphical symbols – Safety colours and safety signs – Registered safety signs.	Analysis
F6	The Vacuum System must include all safety and hazardous warning labels in accordance with ISO 3864 -1:2011, Safety Colors and Safety Signs.	Analysis
F7	The Vacuum System must have a noise warning label if the Vacuum Pump sound pressure level is greater than 87 dBA, in accordance with Canada Occupational Health and Safety Regulations – Levels of Sound, Part VII - IPG-074.	Analysis
F8	The Vacuum System must include Unique Product Identifiers assigned to each primary equipment (e.g. diesel engine, vacuum pump, etc.). These Product Identifiers may be an Original Equipment Manufacturer (OEM) serial number or alternatively an industry standard unique identifier.	Inspection
F9	Each Product Identifier must be clearly marked in a visible location on the equipment.	Inspection

APPENDICES

APPENDIX A – VACUUM SYSTEM DIAGRAM

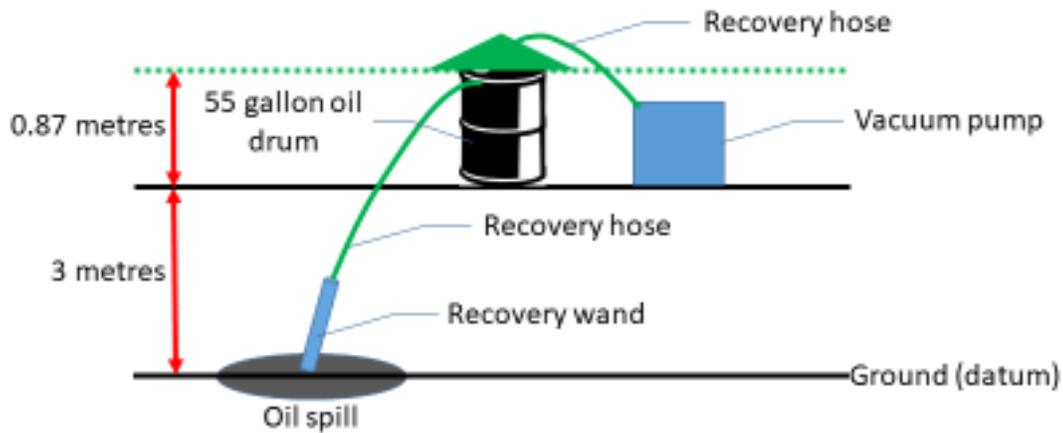


Figure 1. Vacuum System Diagram

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Annex 1 to Part 4 of the Bid Solicitation

Technical Bid Evaluation Plan (TBE)

Environmental Response Equipment Modernization/Mobile Incident Command Equipment Project

Small Portable Vacuum System

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SECTION 1 INTRODUCTION

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 the Small Portable Vacuum System, known as Vacuum System hereafter.

SECTION 2 TECHNICAL BID SUBMISSION GUIDELINES

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, M4, M5, M6, M7, and M8.

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) Section 5 will be met.	The Bid must include a signed Certificate of Compliance (Annex2 of part 4 of the Bid Solicitation) 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.

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	Item No.	Method of Compliance	Compliant (Y/N)?	Initials	Bid Cross-Reference
M3	The proposed Vacuum System must be designed for the cleanup of liquid oil and petroleum products.	M3(i)	The following documents may be submitted for compliance of M3: <ul style="list-style-type: none"> • Brochure; • Data Description sheet; or • Video. 	Yes	J.D.	Section 4 – p.88-90

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

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APPENDIX A MANDATORY CRITERIA – PART 1 OF 2

Item No.	Mandatory Requirement	Method of Compliance	Compliant (Y/N)	Initials	Bid Cross-Reference
M1	All requirements stipulated in the Statement of Work (SOW) Section 5 will be met.	The Bid must include a signed Certificate of Compliance (Annex 1 to Part 4 of the Bid Solicitation) by the Bidders authorized representative.			

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Mandatory Criteria – Part 2 of 2

APPENDIX A MANDATORY CRITERIA – PART 2 OF 2

Item No.	Mandatory Requirement	Item No.	Method of Compliance	Compliant (Y/N)?	Initials	Bid Cross-Reference
M2	<p>The bid must include depictions of the proposed Vacuum System general configuration.</p> <p>The depictions must include the following:</p> <ul style="list-style-type: none"> • Vacuum Pump; • 55 gallon drum; • Recovery Wand(s); and • Recovery Hose(s). 	<p>The submission must include photographs, general arrangement drawings, or brochures depicting the general configuration for the proposed Vacuum System.</p> <p>All pictures and drawings must be submitted as a high-resolution PDF.</p> <p>Note: General arrangement drawings are considered to be engineering drawings that show the product and its components.</p>				
		M2(i)	<input type="checkbox"/> Vacuum Pump			
		M2(ii)	<input type="checkbox"/> 55 gallon drum			
		M2(iii)	<input type="checkbox"/> Recovery Wand(s)			
		M2(iv)	<input type="checkbox"/> Recovery Hose(s)			
M3	The proposed Vacuum System must be designed for the cleanup of liquid oil and petroleum products.	M3(i)	<p>The following documents may be submitted for compliance of M3:</p> <ul style="list-style-type: none"> • Brochure; • Data Description sheet; or • Video. 			
M4	The proposed Vacuum System must be able to recover solids up to 25.4 mm diameter.	M4(i)	<p>The following documents may be submitted for compliance of M4:</p> <ul style="list-style-type: none"> • Brochure; • Data Description sheet; or • Video. 			

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Mandatory Criteria – Part 2 of 2

M5	The mass of the proposed Vacuum System, including all components listed in M2, must not exceed 453 kg.	M5(i)	The submission must include a data description sheet clearly indicating the individual and total weight, in kilograms, of all components of the proposed Vacuum System listed in M2.			
M6	Within the last five (5) years, the entity or entities who will manufacture the proposed Vacuum System must have delivered at least ten (10) Vacuum Systems to other clients.	M6(i)	The following documents issued by the entity or entities who will manufacture the proposed Vacuum System will be acceptable: <ul style="list-style-type: none">• Invoices; and/or• Bills of Sale. The date stated on the documents provided as per M8 must fall within the last five (5) years.			

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ANNEX "1" to PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS

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

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

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)

ANNEXE « 2 » de la PARTIE 3 de la liste de contrôle du soumissionnaire

LISTE DE VÉRIFICATION DU SOUMISSIONNAIRE

Cette liste de vérification est incluse dans la demande de soumissions pour aider les soumissionnaires à préparer leur soumission. Avant de présenter leur soumission, les soumissionnaires devraient utiliser cette liste de vérification pour s'assurer que tous les documents ou renseignements obligatoires sont fournis avant la clôture des soumissions.

Les soumissionnaires doivent noter que la liste de vérification est un outil et qu'elle n'enlève aucune obligation au soumissionnaire de remplir les exigences de la demande de soumissions, y compris celles qui ne figurent peut-être pas sur cette liste. Il incombe au soumissionnaire de fournir tout document ou renseignement obligatoire indiqué dans la demande de soumissions, faute de quoi sa soumission sera jugée irrecevable sans autre considération.

Les soumissionnaires ne sont pas tenus de présenter la liste de vérification avec leur soumission.

Référence à la demande de soumissions	Documents et renseignements à fournir avec la soumission	Commentaires	Compris dans la soumission
2003, Instructions uniformisées – biens ou services – besoins concurrentiels	La page couverture de la demande de propositions et toutes les modifications sont signées et jointes à la soumission.	Pratiques exemplaires.	
Paragraphe 2.3 Ancien fonctionnaire	Attestation et renseignements demandés, s'il y a lieu	Pratiques exemplaires.	
Paragraphe 2.5 Lois applicables	Indiquer la demande de substitution des lois applicables d'une autre province ou d'un territoire canadien, si désiré.	Pratiques exemplaires.	
Paragraphe 3.1 Instructions pour la préparation des offres	Le Canada demande aux soumissionnaires de présenter leur offre dans des sections distinctes reliées ; offre technique, offre financière, attestations	Pratiques exemplaires.	
Paragraphe 3.1.2 Structure des soumissions	Les soumissionnaires doivent présenter leur offre financière conformément à l'annexe "B" et traiter chacun des éléments de coût de l'annexe "A".	Obligatoire avec la soumission.	

Référence à la demande de soumissions	Documents et renseignements à fournir avec la soumission	Commentaires	Compris dans la soumission
Article 3.1.2.1 Étape II : Soumission technique	La soumission doit comprendre tous les renseignements exigés dans la demande de soumissions.	Obligatoire avec la soumission.	
Article 5.1.1 Dispositions relatives à l'intégrité – Déclaration de condamnation à une infraction	Le soumissionnaire doit, selon le cas, présenter avec sa soumission le Formulaire de déclaration.	Obligatoire avec la soumission, s'il y a lieu.	
Article 3.1.2.1 Certification de conformité	Bidder must submit a signed and completed Certification of Compliance (Annex 2 to Part 4 of the Bid Solicitation)	Obligatoire avec la soumission.	
Article 5.2.1 Dispositions relatives à l'intégrité Documentation requise	Le soumissionnaire doit fournir les renseignements requis, selon le cas.	Non obligatoire à la clôture des soumissions. Doit être fourni avant l'attribution du contrat.	
Article 6.5.3 Représentant de l'entrepreneur	Le soumissionnaire doit inclure les coordonnées du représentant de l'entrepreneur.	Pratiques exemplaires.	
Article 6.7.6 Paiement électronique des factures	Indication du mode de paiement préféré, si souhaité.	Pratiques exemplaires.	

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ANNEX "2" TO PART 4 OF THE BID SOLICITAION – CERTIFICATION OF COMPLIANCE

CERTIFICATION OF COMPLIANCE

As a Bidder, we have been given the opportunity to provide feedback on the content of the technical requirements for the Small Vacuum System (Solicitation F7047-200019/B).

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:
