



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
See Herein

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

| | |
|---|--|
| Title - Sujet Fire-Resistant Boom . L'estacade ignifugée | |
| Solicitation No. - N° de l'invitation F7047-210016/B | Date 2021-12-20 |
| Client Reference No. - N° de référence du client F7047-210016 | |
| GETS Reference No. - N° de référence de SEAG PW-\$ERD-005-28460 | |
| File No. - N° de dossier 005erd.F7047-210016 | 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 2022-02-02 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: Richards, Shazia | Buyer Id - Id de l'acheteur 005erd |
| Telephone No. - N° de téléphone (343) 553-2046 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes | |

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

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

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Buyer ID - Id de l'acheteur
erd005
CCC No./N° CCC - FMS No./N° VME

ANNEX A

STATEMENT OF WORK (SOW)

ANNEX B

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

ANNEX 1 TO PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

ANNEX 2 TO PART 3 OF THE BID SOLICITATION

BIDDER'S CHECKLIST

ANNEX 1 TO PART 4 OF THE BID SOLICITATION

TECHNICAL BID EVALUATION PLAN

ANNEX 2 TO PART 4 OF THE BID SOLICITATION

FEDERAL CERTIFICATE OF COMPLIANCE

ANNEX 1 TO PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

The Canadian Coast Guard (CCG) is the lead federal agency responsible for ensuring the clean-up of all ship source and mystery source pollution spills into waters under Canadian jurisdiction. To fulfill this mandate, the Canadian Coast Guard requires a capability to collect, contain and recover burned residue and unburned oil following an in-situ burning of oil at sea operation.

The Canadian Coast Guard has a requirement for commercially-available fire-resistant boom and associated equipment. The Fire Boom will be deployed offshore in Atlantic Canada during the early summer of 2022 in support of on-water testing.

The period of the resulting Contract will be from date of contract award to March 31, 2023 (inclusive) as specified in Schedule A under the same conditions. The delivery destination is identified in Schedule B.

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

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

This bid solicitation may establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users, including areas subject to Comprehensive Land Claims Agreements.

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

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

Only bids submitted using epost Connect service will be accepted.

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

The Phased Bid Compliance Process applies to this requirement.

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

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

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

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days
Insert: 120 days

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.

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 fourteen (14) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

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- (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).

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

3.1.1 Substantial Information

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

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

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

3.1.2 No Conditional Bids

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

Section II: Financial Bid

3.1.3 Pricing Submission

Bidders must submit their financial bid in accordance with Schedule A. The bid must be submitted in Canadian Currency.

3.1.4 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.

3.1.5 Exchange Rate Fluctuation

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

Section III: Certifications

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

3.1.6 Bidder's Checklist

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

3.1.7 Delivery Dates

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

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

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

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

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

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

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

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

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

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

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

information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

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

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

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

4.1.2 Technical Evaluation

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

4.1.2.1. Mandatory Technical Criteria

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

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

4.1.3 Financial Evaluation

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

Evaluated Price = A + B

A = Sum of the extended prices of Required item 1

B = Hourly rate identified by bidder for unscheduled work will be multiplied by 1000 hours*

* 1000 hours is used for evaluation purpose only and in no way represents commitment by Canada

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

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

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

- 1000 hours x Hourly Rate

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 Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Certification of Compliance

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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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.

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PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance – No Specific Requirement

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.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

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

7.1.1 Addition Work Requirements (AWR)

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

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

7.1.2.1 Task Authorization Process

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

7.1.2.2 Task Authorization Limit

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

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

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

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

7.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

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

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

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

The quarterly periods are defined as follows:

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

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

Reporting Requirement – Details

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

For each authorized task:

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

For all authorized tasks:

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2030](#) (2021-12-02), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

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

7.2.2 Supplemental General Conditions

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

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from Date of Contract to **March 31, 2023** inclusive.

7.4.2 Delivery Date

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

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

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

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.

7.4.4 Delivery Points

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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

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

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

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Buyer ID - Id de l'acheteur
erd005
CCC No./N° CCC - FMS No./N° VME

7.5.2 Project Authority

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

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

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

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

7.5.3 Technical Authority

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

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

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

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

7.5.4 Contractor's Representative

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

7.7.1.1 Basis of Payment – Firm Price

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

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

7.7.1.2 Basis of Payment – Individual Task Authorizations

Basis of Payment - Firm Unit Price(s) or Firm Lot Price - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) 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 approved, in writing, by the Contracting Authority before their incorporation into the Work.

- OR -

Basis of Payment - Individual task authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with Schedule A, Basis of Payment. 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.

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

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

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

All payments are subject to government audit.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

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

7.7.3 Travel and Living Expenses – National Joint Council Travel Directive (if applicable)

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

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

All payments are subject to government audit.

7.7.4 Limitation of Price

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

7.7.5 Method of Payment

7.7.5.1 Multiple Payments

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

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

7.7.5.2 Taxes – Foreign-Based Contractor (*if applicable*)

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

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

7.7.6 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);

7.7.7 Discretionary Audit

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

C0100C (2010-01-11) Discretionary Audit – Commercial Goods and/or Services

7.7.8 Price Certification

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

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

7.7.9 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
any other supporting documentation as requested by Canada.

7.8 Invoicing Instructions

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

Each claim must show:

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

Each claim must be supported by:

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

7.9 Certifications and Additional Information

7.9.1 Compliance

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

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

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) The Articles of Agreement including:
Schedule A, Basis of Payment,
Schedule B, Schedule of Deliveries;
- (b) 1031-2 (2012-07-16), Contract Cost Principles;
- (c) General conditions 2030 (2021-12-02), General Conditions - Higher Complexity - Goods;
- (d) Supplemental general conditions 4010 (2012-07-16), Services - Higher Complexity;
- (e) Annex A, Statement of Work;
- (f) The signed Task Authorizations (including all of its annexes, if any); and
- (g) The Contractor's bid dated _____.

7.12 Foreign Nationals (Canadian Contractor *OR* Foreign Contractor)

Foreign Nationals (Canadian Contractor):

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

- *OR* -

Foreign Nationals (Foreign Contractor):

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

7.13 Insurance

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

7.14 Access to Government Site, Facility, or Equipment

7.14.1 Government Site Regulations

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

7.14.2 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.

7.14.3 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.

7.15 Shipping Instructions

7.15.1 Delivery Instructions – Required Goods

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

7.15.2 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>).

7.15.3 Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance (*if applicable*)

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

7.15.4 Transportation of Dangerous Goods/Hazardous Products (if applicable)

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

7.15.5 Shipment of Dangerous Goods/Hazardous Products (if applicable)

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

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

Solicitation No. - N° de l'invitation
F7047-210016/B
Client Ref. No. - N° de réf. du client
F7047-210016

Amd. No. - N° de la modif.
File No. - N° du dossier
F7047-210016/B

Buyer ID - Id de l'acheteur
erd005
CCC No./N° CCC - FMS No./N° VME

7.16 Dispute Resolution

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

SCHEDULE A

BASIS OF PAYMENT

Instructions to Bidders:

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

- a. *All prices must be in Canadian currency;*
- b. *All prices must not include Applicable Taxes;*
- c. *The Bidder must provide firm unit price for each item in:*
 - i. *Table 1 (Required Goods and/or Services); and*
 - ii. *Table 2 (Hourly Rate)*
- d. *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*
- e. *The Bidder must take into account any notes associated with a particular Item and/or cost element.*

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

Solicitation No. - N° de l'invitation
F7047-210016/B
Client Ref. No. - N° de réf. du client
F7047-210016

Amd. No. - N° de la modif.
File No. - N° du dossier
F7047-210016/B

Buyer ID - Id de l'acheteur
erd005
CCC No./N° CCC - FMS No./N° VME

1. REQUIRED GOODS AND SERVICES

| Item No. | Short Item Description | Quantity | Firm Unit Price (CAD) | Extended Price (CAD) (A) |
|-------------------------|---|----------|-----------------------|--------------------------|
| 1 | Delivery of Complete Fire Boom System to Mount Pearl, NL¹ IAW Annex A, SOW – including (but not limited to): ISO containers for deployment and storage, Fire Boom Accessories, Repair Kit, Operations and Maintenance (O&M) Manual, Master Equipment list etc. | 2 | | |
| Total Firm Price | | | | |

Notes:

¹ Delivery includes any loading and unloading expenses.
IAW In Accordance With

2. HOURLY LABOUR RATE FOR ADDITIONAL WORK REQUIREMENTS (AWR)

The following firm hourly rate will be used for the pricing of any Additional Work Requirements involving labour for the entire period of the Contract:

| Item No. | Short Item Description | Firm Hourly Rate (CAD) (B) |
|----------|---|----------------------------|
| 2 | Labour for Additional Work Requirements | |

Notes:

Applicable Taxes are extra. Travel and Living Expenses are extra. Canada reserves the right to negotiate the hourly rate.

Solicitation No. - N° de l'invitation
F7047-210016/B
Client Ref. No. - N° de réf. du client
F7047-210016

Amd. No. - N° de la modif.
File No. - N° du dossier
F7047-210016/B

Buyer ID - Id de l'acheteur
erd005
CCC No./N° CCC - FMS No./N° VME

SCHEDULE B

SCHEDULE OF DELIVERIES

Instructions to Bidders:

- a. *Delivery is REQUIRED by 31 March 2022, however the Bidder must indicate their best Delivery Dates (in Calendar Days ACA [# of days After Contract Award]) for the item identified. This date will be utilized in any resulting contract.*
- b. *If the Delivery Date element is left blank, Canada will insert "31 March 2022" for that element.*

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

1. SCHEDULE OF DELIVERIES - REQUIRED GOODS AND SERVICES

| Item No. | Item Short Description | Quantity | Required Delivery Date ¹ | Delivery Location | Delivery Date (Calendar Days ACA) |
|----------|--|----------|-------------------------------------|-------------------|--------------------------------------|
| 1 | Complete Delivery of Item 1 to Mount Pearl, NL | 2 | 31 March 2022 | Mount Pearl, NL | |

NOTES:

¹ All deliverables must be received by 31 March 2022. Note: If vendor provides better dates, then it will be adjusted in resulting Contract.

ACA 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 11 (Excusable delay) of the General Conditions 2030, any changes to the delivery date(s) specified in the Contract will prejudice Canada and will, at Canada's discretion, result in any or all of the following:

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

Annex A
Statement of Work

FIRE BOOM

SECTION 1 INTRODUCTION

1.1. BACKGROUND

The CCG Environmental Response (ER) Program requires a capability to collect, contain and recover burned residue and unburned oil following an in-situ burning of oil at sea operation. The Fire Boom will be deployed offshore in Atlantic Canada during the early summer of 2022 in support of on-water testing.

1.2. PURPOSE

CCG requires commercially-available fire-resistant boom and associated equipment. In this document, Fire Boom refers to all components that will be deployed into the water, while Fire Boom System refers to all components (including container, etc.). The Fire Boom will be used to collect burn residue from a controlled in-situ burn test of spilled oil in offshore and unsheltered waters with the potential presence of debris.

This Statement of Work (SOW) document defines the functional- and performance-based requirements for the Fire Boom System.

1.3. DOCUMENT CONVENTION

The following conventions apply to this SOW:

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

SECTION 2 REFERENCE DOCUMENTATION

2.1. APPLICABLE STANDARDS AND REGULATIONS

The Fire Boom System must conform to all applicable laws, regulations, and industrial standards governing manufacture, safety, noise levels, and pollution in effect in Canada at the time of manufacture.

The following standards and specifications apply to the Fire Boom System:

- i. ISO 668 Series 1 Freight Containers
- ii. ISO 1161:2016 Series 1 freight containers – Corner and intermediate fittings – Specifications
- iii. ISO 1496-1 Series 1 freight containers — Specification and testing — Part 1: General cargo containers for general purposes
- iv. Safe Containers Convention Regulations (SOR/82-1038) standards

2.2. SUPERSEDEENCE

Unless otherwise specified by Canada, any amendment issued to the documents specified in section 2.1 must reflect the version in effect on the date of Contract Award.

SECTION 3 FIRE BOOM SYSTEM REQUIREMENTS

3.1 DESIGN OVERVIEW

- 3.1.1. Canada requires two (2) complete Fire Boom Systems.
- 3.1.2. The Fire Boom System must be delivered complete and ready to be deployed.

3.2 OPERATIONAL REQUIREMENTS

The Fire Boom System must meet all of the following requirements:

3.2.1 Fire Boom

| | |
|-----|--|
| A.1 | Each Fire Boom must consist of a total length of 500 feet, divided into equal sections. NOTE: An individual section must be between 50 feet and 100 feet in length. |
| A.2 | The Fire Boom nominal height must be at least 30 inches. |
| A.3 | The Fire Boom must be constructed of fire-, heat-, ultraviolet- (UV), and corrosion-resistant materials. |
| A.4 | The Fire Boom must be capable of containing burning or smouldering oil and burn residue without failing. |
| A.5 | The Fire Boom must be capable of being exposed to a temperature of 1000 Celsius (°C) for at least 4 hours. |
| A.6 | The Fire Boom must be towable. |
| A.7 | The Fire Boom must contain oil in up to Beaufort force 4 sea conditions during pre-burning operation. |
| A.8 | The Fire Boom must have reflective and high visibility markings. |
| A.9 | The Fire Boom must be mold-resistant when stored in the manufacturer's recommended conditions. |

3.2.2 Fire Boom Storage System

| | |
|-----|---|
| B.1 | All Fire Boom must be supplied with containers for deployment and storage, which meet ISO 668 Series 1, ISO 1496-1, and the Safe Containers Convention Regulations (SOR/82-1038) standards. |
| B.2 | The container corners must accommodate casted feet and twist lock fasteners per ISO 1161: 2016. |
| B.3 | The containers must have a means of venting. Ventilation openings must meet the following minimum requirements: <ul style="list-style-type: none">a. Two (2) 0.3 x 0.3 metre (m) openings for containers six meters or less; orb. Two (2) 0.5 x 0.5 m openings for containers greater than six meters. |
| B.4 | The ventilation openings must be covered by an open grate wire mesh with greater than 50% free area. |
| B.5 | One (1) ventilation opening must be within 150 millimetres (mm) above the floor on one door. |
| B.6 | One (1) ventilation opening must be within 150 mm from the top of the container, opposite of the ventilation opening in B.5. |
| B.7 | Each container must have forklift pockets that meet ISO 1496-1 standards. |

3.2.3 Fire Boom Accessories

The Fire Boom must meet the following accessory package requirements:

| | |
|-----|--|
| C.1 | The Fire Boom must be supplied with all required parts and accessories (e.g., reel, joiners, storage, containers, inflators, pumps, bridles etc.) necessary to deploy, retrieve, and store the boom. |
| C.2 | All lifting points and lifting equipment of the Fire Boom System must be certified. Certification must be included with the Operations and Maintenance Manual, as per Deliverable 3. |

3.2.4 Fire Boom Repair Kit

| | |
|-----|--|
| D.1 | A repair kit must be supplied complete with all tools, materials, and instructions required to make field repairs, such as minor punctures, tears, and leaks to the Fire Boom. |
| D.2 | The repair kit instruction for the Fire Boom must be waterproof to withstand a marine environment. |

3.2.5 Identification and Markings

| | |
|-----|---|
| E.1 | Each Storage container must be clearly labelled with a product identifier. |
| E.2 | Each Fire Boom section must be clearly labelled with a unique product identifier. |
| E.3 | The Fire Boom's operational hardware, maximums, capacities, limits, and all hazards must be labeled to facilitate safe operation. |

3.2.6 Other Requirements

| | |
|-----|---|
| F.1 | The Fire Boom System must include an English Operations and Maintenance manual. A hardcopy must be provided with each system, and an electronic copy as a high resolution PDF. |
| F.2 | The Operations and Maintenance manual must be provided in French, if available. NOTE: The manufacturer must give the Canada permission to perform the translation to French, if not readily available. |
| F.3 | The Fire Boom System must include all spares that may be required during a recovery operation to sustain operation of the system. |

SECTION 4 DELIVERABLES

4.1 PROJECT MANAGEMENT DELIVERABLES

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

| Item | Deliverable and Meetings | Description | Notes |
|------|---------------------------|---|---|
| 1 | Contract Kick-Off Meeting | The Contractor must convene and co-chair a Contract Kick-Off Meeting. The meeting must be held in Canada. Teleconference and videoconference (such as MS Teams) may be acceptable at the discretion of Canada. At a minimum, the following documents must be reviewed during the meeting: a. Contract; b. Project Schedule; and c. The proposed Fire Boom System | Unless otherwise specified, this meeting is to be held no later than 14 calendar days after Contract Award. |
| 2 | Monthly Updates | The Contractor must provide monthly updates to Canada via email detailing, at a minimum: a. A summary of the current progress of the contract; b. Estimated timelines for remaining work; c. Potential technical adjustments that may be required. The Progress Report must also identify potential schedule risks and a mitigation plan. | The monthly updated submission date to be determined during the Contract Kick-Off |

4.1.1 Cancellation of Meetings

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

4.1.2 Unscheduled Meetings

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

4.2 LIFE CYCLE MANAGEMENT DELIVERABLES

| Item | Deliverable and Meetings | Description | Notes |
|------|---|---|---|
| 3 | Operations and Maintenance (O&M) Manual | <p>The O&M Manual must include all the necessary information to safely operate the Fire Boom and all supporting equipment. It must also provide Canada with all the necessary information required for the preventive maintenance and corrective maintenance of the Fire Boom. The certification for all lifting points and lifting equipment must be included with the manual (as per requirement C.2).</p> <p>The O&M Manual must be provided in English and, if available, in French. If a French version of the Manual is not available, then the Contractor must give Canada permission to translate the Manual to French.</p> | <p>One hard copy of each manual must be included with each Fire Boom Package. One digital copy (as a high resolution PDF) should be provided to Canada prior to shipment.</p> |
| 4 | Master Equipment List | <p>The Master Equipment List is a listing of equipment, and associated data that will be entered into CCG's Maintenance Management System for the purpose of managing maintenance and tracking. The Master Equipment List must include a recommended spare parts section.</p> <p>Content: at a minimum, the following information must be provided for each equipment :</p> <p>a. Item Name: (E.g. Inverter Gas Generator 3000W);</p> | <p>Due prior to first shipment of the Fire Boom.</p> |

Commented [SKR1]: Must?

| Item | Deliverable and Meetings | Description | Notes |
|------|--------------------------|--|-------|
| | | <ul style="list-style-type: none"> b. Item Description: Characteristics that describe the equipment such as physical and functional specifications, capacity and/or rating (E.g. 13 km/L); c. Original Equipment Manufacturer name and address; d. Original Equipment Manufacturer part number; e. NATO stock number (if applicable); f. Original Equipment Manufacturer model name or number: Please specify if this does not match the information provided in "d" from this section; g. Supplier catalog number (if applicable); h. Supplier name and address; i. Supply type; please indicate if the equipment is commercially available or custom fabricated; and j. Product link to website (if available): Link to manufacturer product description. | |

ANNEX "C"

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

**Task Authorization
Autorisation de tâche**

| | |
|---|--|
| Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization (Use form DND 626 for contracts for the Department of National Defence) | Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Autorisation de tâche (Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense) |
|---|--|

Contract Number
Enter the PWGSC contract number.

Número du contrat
Inscrire le numéro du contrat de TPSGC.

Contractor's Name and Address
Enter the applicable information

Nom et adresse de l'entrepreneur
Inscrire les informations pertinentes

Security Requirements
Enter the applicable requirements

Exigences relatives à la sécurité
Inscrire les exigences pertinentes

Total estimated cost of Task (Applicable taxes extra)
Enter the amount

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

For revision only

Aux fins de révision seulement

TA Revision Number
Enter the revision number to the task, if applicable.

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

Total Estimated Cost of Task (Applicable taxes extra) before the revision
Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.

Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision
Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.

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

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

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

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

A. Task Description of the Work required:

A. Description de tâche des travaux requis :

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

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

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

(a) Motif de la révision de l'AT, s'il y a lieu : Inclure le motif de la révision c.-à.-d., les activités révisées, les dates de livraison ou d'achèvement, les coûts révisés. Les révisions apportées aux AT doivent respecter les conditions du contrat. Voir l'article 3.35.1.50 du Guide des approvisionnements ou l'alinéa 6 du Guide sur la préparation et l'administration des autorisations de tâches.

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

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

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

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

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

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

B. Basis of Payment:

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

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

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

Option 2:

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

D. Method of Payment

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

B. Base de paiement :

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

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

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

Option 2 :

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

D. Méthode de paiement

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

2. Authorization(s):

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

3. Contractor's Signature

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

2. Autorisation(s) :

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

3. Signature de l'entrepreneur

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



Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

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

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

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

For Revision only - Aux fins de révision seulement

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

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

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

1. Required Work: - Travaux requis :

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

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

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

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

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

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

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

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

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

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

Signature

Date

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ANNEX 1 to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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

ANNEX 2 to PART 3 OF THE BID SOLICITATION

BIDDER'S CHECKLIST

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

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

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

| | Bid Solicitation Reference | Documentation / Information to be provided with the Bid | Comments | Included with the Bid |
|----|---|--|--------------------------------|------------------------------|
| 1. | 2003 Standard Instructions - Goods or Services - Competitive Requirements | Cover Page of the Request For Proposals and all Amendments are signed and included with the Bid. | Best practice | |
| 2. | Article 2.3 Former Public Servant | Certification with requested information, if applicable. | Best practice | |
| 3. | Article 2.5 Applicable Laws | Indicate substitution request of applicable laws of another province or Canadian territory, if desired. | Best practice | |
| 4. | Article 3.1 Bid Preparation Instructions | Canada requests that Bidders provide their bid in separate sections; Technical Bid, Financial Bid, Certifications | Best practice | |
| 5. | Article 3.1.1 Substantial Information | Bidders should provide with their technical bid, a document indicating clearly where the substantial information can be found for each of the mandatory criterion identified in the Technical Bid Evaluation Plan (Annex 1 to Part 4 of the Bid Solicitation). | Best practice | |
| 6. | Article 3.1.3 Pricing Submission | Bidders must submit their financial bid in accordance with Schedule A and address each of the cost elements in Schedule A | Mandatory with the bid. | |
| 7. | Article 3.1.7 Delivery Dates | Bidders must submit their delivery dates in accordance with Schedule B. | Mandatory with the bid. | |
| 8. | Article 4.1.1.2 Phase I: Financial Bid | Bid must include all information required by the solicitation. | Mandatory with the bid. | |
| 9. | Article 4.1.1.3 Phase II: Technical Bid | Bid must include all information required by the solicitation. | Mandatory with the bid. | |

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| | | | | |
|-----|---|---|--|--|
| 10. | Article 5.1.1 Integrity Provisions - Declaration of Convicted Offences | Bidder must provide with its bid, if applicable, the Integrity declaration form. | Mandatory with the bid, if applicable. | |
| 11. | Article 5.1.2 Certification of Compliance | Bidder must submit a signed and completed Certification of Compliance (Annex 2 to Part 4 of the Bid Solicitation) | Mandatory with the bid. | |
| 12. | Article 5.2.1 Integrity Provisions - Required Documentation | Bidder must provide required information, as applicable. | Requested with the bid but not mandatory by bid closing. Must be provided prior to contract award. | |
| 13. | Article 5.2.2 Federal Contractors Program for Employment Equity | Submit a completed Annex 1 to Part 5 of the Bid Solicitation. | Requested with the bid but not mandatory by bid closing. Must be provided prior to contract award. | |
| 14. | Article 6.1 Insurance | Bidder must submit required information as applicable. | Requested with the bid but not mandatory by bid closing. Must be provided prior to contract award. | |
| 15. | Article 6.5.4 Contractor's Representative | Bidders should include Contractor Representative contact information. | Best practice. | |

Technical bid Evaluation Plan – Fire Boom

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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 Fire Boom.

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, and M4.

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

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

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

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

| Item No. | Mandatory Requirement | Method of Compliance | Compliant (Yes/No)? | Initials | Bid Cross-Reference |
|----------|---|--|---------------------|-----------|---|
| M1 | All requirements stipulated in the Statement of Work (SOW) will be met. | The Bid must include a signed Certificate of Compliance (Appendix X of the Technical Bid Evaluation) by its authorized representative. | <i>Yes</i> | <i>JD</i> | <i>Appendix X of the Technical Bid Evaluation</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 | Method of Compliance | Compliant (Y/N)? | Initials | Bid Cross-Reference |
|----------|---|--|------------------|-----------|---------------------------------------|
| M3 | The proposed Fire Boom system must sustain a burn time of greater than 4 hours without boom failure at a minimum temperature of 1000°C. | The information can be submitted to demonstrate compliance of M3 by one of the following means: <ul style="list-style-type: none"> • Brochure; • Test Results; or • Data Description sheet. | <i>Yes</i> | <i>JD</i> | <i>Section 4 – p.88-90 of the Bid</i> |

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

APPENDIX A MANDATORY CRITERIA – PART 1 OF 2

| Item No. | Mandatory Requirement | Method of Compliance | Compliant (Y/N) | Initials | Bid Cross-Reference |
|----------|---|---|-----------------|----------|---------------------|
| M1 | All requirements stipulated in the Statement of Work (SOW) will be met. | M1 <input type="checkbox"/> The Bid must include a signed Certificate of Compliance (Appendix X of Technical bid Evaluation) by the Bidders a uthorized representative. | | | |

APPENDIX A MANDATORY CRITERIA – PART 2 OF 2

| Item No. | Mandatory Requirement | Method of Compliance | Compliant (Y/N)? | Initials | Bid Cross-Reference |
|----------|--|--|------------------|----------|---------------------|
| M2 | Within the same one (1) year period (i.e. 12 consecutive months) since January 2015, the entity or entities manufacturing the Fire Boom must have delivered or sold at least 1000 feet (305 meters) of fire boom. Boom length and type must be clearly indicated on invoices, spec sheets, brochures or drawings submitted with the bid. | M2 (i) <input type="checkbox"/> The Bid must include copies of invoices that clearly indicate the length and the date of delivery/sale of the boom. Total length must be at least 1000 feet (305 meters). | | | |
| | | M2 (ii) <input type="checkbox"/> The date stated on each invoice supplied as per M2 (i) must be within the same one (1) year period (i.e. 12 consecutive months) since January 2015. | | | |
| | | M2 (iii) <input type="checkbox"/> The Bid must include spec sheets, brochures or drawings that confirms the boom in the invoices is designed for use in a burn operation. | | | |
| M3 | The proposed Fire Boom must have been used or tested during an in-situ burning operation. | M3 <input type="checkbox"/> The bid must include images or videos that demonstrates that the proposed Fire Boom was used or tested during an in-situ burning operation. The submitted documents must clearly show the boom containing burning or smoldering oil. | | | |

ANNEX 2 TO PART 4 OF THE BID SOLICITATION

CERTIFICATION OF COMPLIANCE

As a Bidder, we have been given the opportunity to provide feedback on the content of the technical requirements for the Fire Boom System (Solicitation F7047-210016/B).

We have also thoroughly reviewed and understood the requirements of the complete Solicitation, including all requirements as stipulated in the accompanying Statement of Work (SOW).

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 including those stipulated in the SOW.

Company Name of the Bidder: _____

Name of Bidder's Authorized Representative: _____

Signature of Bidder's Designated Authority: _____

Date: _____

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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)