



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

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

**11 Laurier St. / 11, rue Laurier**

**Place du Portage, Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Quebec**

**K1A0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

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

Centennial Towers 7th Floor - 7W11

200 Kent Street

Ottawa

Ontario

K1A0S5

<b>Title - Sujet</b> EREP:53' Hard Sided Trailer PEIE: Semi-Remorque de 53 Pieds	
<b>Solicitation No. - N° de l'invitation</b> F7047-210031/C	<b>Date</b> 2022-06-20
<b>Client Reference No. - N° de référence du client</b> F7047-210031	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$ERD-008-28715	
<b>File No. - N° de dossier</b> 008erd.F7047-210031	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2022-08-04</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Richards, Shazia	<b>Buyer Id - Id de l'acheteur</b> 008erd
<b>Telephone No. - N° de téléphone</b> (343) 553-2046 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, Technical Bid Evaluation Plan and various forms.

The Schedules include the Basis of Payment and Deliveries

### **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. In fulfillment of this legislated mandate, the CCG maintains a level of operational preparedness capacity to monitor, investigate, and respond, when required, to all reports of marine pollution incidents. The objective of the Environmental Response Equipment Modernization / Mobile Incident Command Equipment (EREM/MICE) Project is to modernize CCG's initial response equipment inventory and its supporting infrastructure.

The CCG requires 53-Foot Hard Sided Semi-Trailers to respond to marine pollution incidents and/or other CCG operations. The 53-Foot Hard Sided Semi-Trailer will be deployed in areas accessible by highway, secondary road, and moderate cross-country terrain throughout Canada in support of the CCG Environmental Response (ER) and used to transport and store large and bulky equipment. The 53-Foot Hard Sided Semi-Trailer will be loaded and located outdoors at CCG locations ready for deployment.

The period of the resulting Contract will be from date of contract award to March 31, 2024 (inclusive) .  
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.

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

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

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

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>.

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

**This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation 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.**

#### **1.2.1 Phased Bid Compliance Process (PBCP)**

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

#### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

#### **1.4 Epost Connect service**

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2022-03-29) 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 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.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessomissions-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: 2012-2](#) 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.
  - h. For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 Enquiries - Bid Solicitation**

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

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

## **2.5 Applicable Laws**

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

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

## **2.6 Bid Challenge and Recourse Mechanisms**

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



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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).

#### **3.1.1 No Conditional Bids**

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

#### **3.1.2 Section I: Technical Bid**

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

##### **3.1.2.1 Substantial Information**

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

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

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

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue,

whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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

#### **3.1.3.1 Pricing Submission**

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

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

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

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

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

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

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

#### **3.1.4 Delivery Dates**

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

#### **3.1.5 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).

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## **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 (PBCP)**

##### **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 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

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

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

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

- h. Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- i. Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

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

- a. Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- b. Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- c. A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- d. The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- e. The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.

- f. Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- g. Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- h. Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- i. Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

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

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

#### **4.1.2 Technical Evaluation**

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

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

#### **4.1.3 Financial Evaluation**

- 1. The price of the bid will be evaluated in Canadian dollars, Delivery at place unloaded , Incoterms 2020 Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax or the Harmonized Sales Tax extra.
- 2. The following "Evaluated Price" equation will be used to determine the evaluated price of the bid

based on the prices inserted by the Bidder in its bid Schedule A (Basis of Payment). Using the Items listed in Schedule A:

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

	<b>Evaluated Price = A</b>
<b>A.</b>	<b>A = Sum of the extended prices of items 1-3 (inclusive)</b>

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

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

	<b>Evaluated Price = B</b>
<b>B.</b>	<b>B = Sum of the extended prices of item #4</b>

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

	<b>Evaluated Price = C</b>
<b>C.</b>	<b>C = The extended price of item 5 of Table 3 (Hourly Rate)</b>

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

- *Item #5 Hourly Rate* \* *x 1000* \*\* *hours* = *Item #5 Extended Price*

\* *Hourly rate identified by the bidder for options and unscheduled work will be multiplied by 1000 hours*

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

#### **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) to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

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

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

### **5.2.3 Welding Certification**

Before contract award and within 21 calendar days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its or its subcontractor's certification as follows:

#### **5.2.3.1 Steel – Weld Procedure and Welding Personnel Qualification Requirements**

The contractor or subcontractors performing the welding of steel must meet one of the following requirements for qualification of welding procedures and welding personnel – welding supervisors, welders and tack welders:

1. Certification by the Canadian Welding Bureau (CWB) to CSA Standard W47.1-2019 Division 1, 2 or 3.
2. Certification by an International Institute of Welding (IIW) Authorized National Body for Company Certification (ANBCC) to ISO Standard 3834 – 1, 2 or 3.
3. Third party accredited organization administration of American Welding Society (AWS) D1.1: 2015– Structural Welding Code Steel

#### **5.2.3.2 Aluminum – Weld Procedure and Welding Personnel Qualification Requirements**

The contractor or subcontractors performing the welding of aluminum must meet one of the following requirements for qualification of welding procedures and welding personnel – welding supervisors, welders and tack welders:

1. Certification by the Canadian Welding Bureau (CWB) to CSA Standard W47.2-2011 (R2015) Division 1, 2 or 3.
2. Certification by an International Institute of Welding (IIW) Authorized National Body for Company Certification (ANBCC) to ISO Standard 3834 – 1, 2 or 3.
3. Third party accredited organization administration of American Welding Society (AWS) D1.2: 2014 – Structural Welding Code Aluminum

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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Statement of Work

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.

#### 6.1.1 Optional Goods and/or Services

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

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

#### 6.1.2 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.

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

##### 6.1.2.2 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.

#### **6.1.2.3 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.

#### **6.1.2.4 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.

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

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

#### **6.2.1 General Conditions**

[2030](#) (2022-05-12) General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

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

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

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

### **6.3 Security Requirements**

There is no security requirement applicable to the Contract.

### **6.4 Term of Contract**

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

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

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#### 6.4.2 Delivery Date

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

#### 6.5 Authorities

##### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Maya Bakhos  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Marine Charter Services Directorate  
Marine Emergency Response Division  
270 Albert Street, 7 floor 14 B, Ottawa ON, K1P 6E6  
Phone number: (873)-355-3085  
E-mail: maya.bakhos@tpsgc-pwgsc.gc.ca

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

##### 6.5.1.1 Alternate Contract Authority

**The Alternate Contract Authority for the Contract is:**

Shazia K. Richards  
Supply Team Leader  
Public Services and Procurement Canada  
Acquisitions Branch  
Marine Services & Small Vessels Sector  
Marine Navigation and Remediation Division  
270 Albert Street, 7 floor 14 B, Ottawa ON, K1P 6E6  
Phone number: (343)-553-2046  
E-mail: Shazia.Richards@tpsgc-pwgsc.gc.ca

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

##### 6.5.2 Project Authority

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
F7047-210031  
Client Ref. No. - N° de réf. du client  
F7047-210031-008 ERD

Amd. No. - N° de la modif.  
File No. - N° du dossier  
F7047-210031-008 ERD

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

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Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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

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

### 6.7 Payment

#### 6.7.1 Basis of Payment– Firm Price

In consideration of the Contractor satisfactorily completing 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

#### 6.7.1.2 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.

#### **6.7.1.3 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.

### **6.8 Limitation of Price**

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

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

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

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **6.8.1.1 Travel and Living Expenses – National Joint Council Travel Directive**

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

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

All payments are subject to government audit.

#### **6.8.2 Method of Payment - Multiple Payments – Subject to Holdback**

1. Canada will pay the Contractor in accordance with the payment provisions of the Contract for the completion and delivery of unit(s) detailed in Schedule A, up to 98% percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. the total amount for all payments paid by Canada does not exceed 100% percent of the total amount to be paid under the Contract;
  - c. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
  - d. all work delivered have been completed and accepted by Canada.
2. The balance of the amount payable ("Holdback") will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all final Documentation required under the Contract (Schedule A - Item 3 – Documentation), provided that such final Documentation have been accepted by Canada and that a final claim for the payment is submitted.
3. For clarity and notwithstanding paragraph 1 above, payments will not be subject to the Holdback once all final documentation (Schedule A – Item 3 – Documentation) have been delivered and accepted by Canada.

#### **6.8.3 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);



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f. Large Value Transfer System (LVTS) (Over \$25M)

#### **6.8.4 Discretionary Audit- Commercial Goods and/or Services**

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

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

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

#### **6.8.5 Price Certification (as applicable)**

[Price Certification - Foreign Suppliers \(2007-05-25\) C0001T](#) or;

[Price Certification - Canadian-based Suppliers \(other than agency and resale outlets\) \(2010-01-11\) C0002T](#) or;

[Price Certification - Canadian Suppliers \(2008-12-12\) C0003T](#) or;

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

##### **6.8.5.1 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

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

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

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

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

## **6.9 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.

## **6.10 Certifications and Additional Information**

### **6.10.1 Compliance**

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

### **6.11 Applicable Laws**

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

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## 6.12 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 (2022-05-12), General Conditions - Higher Complexity - Goods;
- (d) Supplemental general conditions 4010 (2012-07-16), Services - Higher Complexity;
- (e) Annex A, Statement of Work;
- (f) Schedule B, Basis Of Payment
- (g) The signed Task Authorizations (including all of its annexes, if any); and
- (h) The Contractor's bid dated \_\_\_\_\_.

## 6.13 Foreign Nationals (Canadian 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. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

## 6.14 Insurance – No Specific Requirements

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

## 6.15 Access to Government Site, Facility, or Equipment

### 6.15.1 Government Site Regulations

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

### 6.15.2 Access to Facilities and Equipment

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

### 6.15.3 Identification Badge

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

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

## 6.16 Shipping Instructions

### 6.16.1 Delivery Instructions

1. Goods must be consigned to the destination specified in the Contract and delivered:  
Delivered at place unloaded (DPU) (specified destination) Incoterms 2020.
2. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties, import clearances, and Applicable Taxes. **Delivery includes any loading and unloading expenses.**
3. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the designated contact person at least 2 business days in advance of the delivery time. The consignee may refuse deliveries when prior arrangements have not been made.
4. Refer to Schedule B for additional instructions.

## 6.17 Wood Packaging Materials (if applicable)

All wood packaging materials used in shipping must conform to the International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15) (<https://www.ippc.int/en/core-activities/standards-setting/ispm15/>).

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

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

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

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**6.18 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.

**6.18.1 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.

**6.18.2 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.

**6.18.3 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.

#### **6.19 Welding Certification-Contract**

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau(CWB) for the following Canadian Standards Association(CSA) standard(s):

Instruction to contracting officers: insert a. or b. or both as applicable.

1. Certification by the Canadian Welding Bureau (CWB) to CSA Standard W47.1-2019 Division 1, 2 or **OR,**
2. Certification by an International Institute of Welding (IIW) Authorized National Body for Company Certification (ANBCC) to ISO Standard 3834 – 1, 2 or 3. **OR,**
3. Third party accredited organization administration of American Welding Society (AWS) D1.1: 2015– Structural Welding Code Steel

In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.

3. Before the commencement of any fabrication work, and upon request from the (insert "Inspection Authority" or "Project Authority" or "Technical Authority"), the Contractor must provide approved welding procedures and/or a list of welding personnel they intend to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB certification to CSA welding standards.
4. The contractor or subcontractors performing the welding of aluminum must meet one of the following requirements for qualification of welding procedures and welding personnel – welding supervisors, welders and tack welders:

##### **6.19.1 Aluminum – Weld Procedure and Welding Personnel Qualification Requirements (if required)**

The contractor or subcontractors performing the welding of aluminum must meet one of the following requirements for qualification of welding procedures and welding personnel – welding supervisors, welders and tack welders:

1. Certification by the Canadian Welding Bureau (CWB) to CSA Standard W47.2-2011 (R2015) Division 1, 2 or 3. **OR,**
2. Certification by an International Institute of Welding (IIW) Authorized National Body for Company Certification (ANBCC) to ISO Standard 3834 – 1, 2 or 3. **OR,**
3. Third party accredited organization administration of American Welding Society (AWS) D1.2: 2014 – Structural Welding Code Aluminum

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## **6.20 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](#)".

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## SCHEDULE A

### BASIS OF PAYMENT

#### *Instructions to Bidders:*

*The Bidder must complete the fill-ins and tables in Sections 1 ,2 and 3 of Schedule A as follows:*

- a. All prices must be in Canadian currency;*
- b. All prices must include customs duties;*
- c. All prices must not include Applicable Taxes;*
- d. The Bidder 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.***



## 1. Required Goods and/or Services

Item No.	Short Item Description	QTY	Firm Unit Price <sup>1</sup> (CAD)	Extended Price (CAD) (A)
1	<b>Supply and delivery of a 53-Foot Hard Sided Semi-Trailer System<sup>2</sup> to Prescott, ON</b> IAW the Contract including the SOW and all Annexes and Appendices.	1		
2	<b>Supply and delivery of a 53-Foot Hard Sided Semi-Trailer System<sup>2</sup> to Parry Sound, ON</b> IAW the Contract including the SOW and all Annexes and Appendices.	4		
3	<b>Documentation</b> –Generate and supply all of the required Drawing Packages and all documents in accordance with Annex A, Statement of Work (PD-1-PD-2- PD-3- PD-4 ,LC-01*LC-2,LC-3)	As per Contract	N/A	
<b>Total</b>				

### Notes:

- <sup>1</sup> The Firm Unit Price includes any loading and unloading expenses and transport costs for the delivery of the identified items  
Delivered at place unloaded (DPU) (specified destination) Incoterms 2020  
<sup>2</sup> Complete System includes all required Documentation IAW Annex A, SOW  
N/A Not Applicable  
IAW In Accordance With

## 2. Optional Goods and/or Services

Item #	Item Description	Maximum Quantity <sup>3</sup>	Firm Unit Price <sup>4</sup> (B)
4	<b>Supply and delivery of a 53-Foot Hard Sided Semi-Trailer System<sup>5</sup></b> in accordance with the Contract including SOW and all Annexes and Appendices.  <b>Destination – Prescott, On</b>	2	

### Notes:

- <sup>3</sup> Optional Items may be procured on as many occasions as necessary up to the identified maximum total quantity for which the unit price applies.  
<sup>4</sup> The Firm Unit Price includes any loading and unloading expenses and transport costs for the delivery of the identified items  
Delivered at place unloaded (DPU) (specified destination) Incoterms 2020  
<sup>5</sup> Complete System includes all required Documentation IAW Annex A, SOW

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### 3. 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) (C)
5	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.

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## **SCHEDULE B**

### **SCHEDULE OF DELIVERIES**

#### *Instructions to Bidders:*

*a. Delivery is REQUIRED by December 31 2023, 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 "December 31 2023" for that element.*

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

## 1. Schedule of Deliveries - Required Goods and/or Services

Item No.	Item Description	Destination	Quantity	Delivery Date (days after contract award)
1	<b>Supply a 53-Foot Hard Sided Semi-Trailer System<sup>1,2</sup></b> in accordance with the Contract including SOW and all Annexes and Appendices	Prescott, On  401 King St W, Prescott, ON K0E 1T0	1	
2	<b>Supply a 53-Foot Hard Sided Semi-Trailer System<sup>1,2</sup></b> in accordance with the Contract including SOW and all Annexes and Appendices	Parry Sound, ON  28 Waubeek St, Parry Sound, ON, P2A 1B9	4	
3	<b>Documentation</b>  IAW Annex A, SOW	<b>As per the contract</b>	<b>As per the contract</b>	<b>As per the contract</b>

### NOTES:

<sup>1</sup> All deliverables must be received by 31 December 2023. Note: If vendor provides better dates, then it will be adjusted in resulting Contract.

<sup>2</sup> Should it be necessary to change delivery destinations, the parties will negotiate such terms in accordance with Article 6.7.1.3 of the Contract.

ACA After Contract Award Date

## 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:

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

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**Annex A**  
Statement of Work (SOW)

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

53-Foot Hard Sided Semi-Trailer

June 15th, 2022

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STATEMENT OF WORK  
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STATEMENT OF WORK  
ACRONYMS AND ABBREVIATIONS

## LIST OF ACRONYMS AND ABBREVIATIONS

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ASME	American Society of Mechanical Engineers
ASTM	Formerly known as the American Society for Testing and Materials
BOM	Bill of Materials
CCG	Canadian Coast Guard
COB	Close of Business
CSA	Canadian Standards Association
CWB	Canadian Welding Bureau
DD	Two-digit day
ER	Environmental Response
GVWR	Gross Vehicle Weight Rating
ISO	International Organization for Standardization
MBS	Minimum Breaking Strength
MM	Two-digit month
OEM	Original Equipment Manufacturer
PDF	Portable Document Format
PM	Project Manager
PPE	Personal Protective Equipment
ROD	Record of Decisions
SAE	Society of Automotive Engineers
SOW	Statement of Work
UV	Ultraviolet
YYYY	Four-digit year



STATEMENT OF WORK  
INTRODUCTION

## SECTION 1 INTRODUCTION

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### 1.1. BACKGROUND

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

### 1.2. PURPOSE

The CCG requires 53-Foot Hard Sided Semi-Trailers to respond to marine pollution incidents and/or other CCG operations. The 53-Foot Hard Sided Semi-Trailer will be deployed in areas accessible by highway, secondary road, and moderate cross-country terrain throughout Canada in support of the CCG Environmental Response (ER) and used to transport and store large and bulky equipment. The 53-Foot Hard Sided Semi-Trailer will be loaded and located outdoors at CCG locations ready for deployment. It will be subjected to weather and the accumulation of precipitation including snow. This Statement of Work (SOW) defines the requirements for the 53-Foot Hard Sided Semi-Trailer (hereinafter referred to as the "Semi-Trailer").

### 1.3. SCOPE

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

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## STATEMENT OF WORK INTRODUCTION

### 1.4. 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.

### 1.5. DEFINITIONS

The following definitions apply to this SOW:

Terminology	Definition
<b>Canada Motor Vehicle Safety Standards (CMVSS)</b>	Transport Canada standards, which all vehicles made or sold in Canada and all vehicles imported into Canada, must meet.
<b>Curb Weight</b>	The weight of the fully equipped Semi-Trailer. The Curb Weight includes the Semi-Trailer, all attached components, accessories, equipment, and lubricants. The Curb Weight does not include the Payload.
<b>Equivalent</b>	A standard, means, or component type, which Canada has approved for this requirement as meeting the specified requirements for fit and function.
<b>Gross Vehicle Weight Rating (GVWR)</b>	The maximum operating weight of the Semi-Trailer in accordance with this SOW and confirmed by the manufacturer.
<b>Off-the-Shelf</b>	Any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business.
<b>Provided</b>	The element in question must be delivered, installed, and integrated in a fully operational state.
<b>Storage Condition</b>	The Semi-Trailer is parked on level ground.

## SECTION 2 REFERENCE DOCUMENTATION

---

### 2.1. APPLICABLE STANDARDS AND REGULATIONS

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

The following standards and specifications apply to the Semi-Trailer:

- i. Motor Vehicle Safety Regulations, C.R.C., c.1038
  - ii. Motor Vehicle Safety Act, S.C. 1993, c. 16
  - iii. Hazardous Products Act, R.S.C., 1985, c.H-3
  - iv. Trailers: Federal Lighting Equipment Location Requirements, TP 14117
  - v. ASTM A123/A123M-09, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
  - vi. ASTM A153/A153M-16a, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
  - vii. ASTM A143/A143M-07 (2014) Standard Practice for Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedure for Detecting Embrittlement
  - viii. ASTM A384/A834M-07 (2019) Standard Practice for Safeguarding Against Warpage and Distortion During Hot-Dip Galvanizing of Steel Assemblies
  - ix. ASTM A385/A835M-17 Standard Practice for Providing High-Quality Zinc Coatings (Hot-Dip)
  - x. ASTM A413/A413M-07 (2012), Standard Specification for Carbon Steel Chain
  - xi. ASTM A653/a653M-19a, Standard Specification for Steel sheet, zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
  - xii. ASTM A780/A780M-09 (2015) Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
  - xiii. CSA Certification of Companies for Fusion Welding of Steel, W47.1-09
  - xiv. CSA Certification of Companies for Fusion Welding of Aluminum, W47.2-11 (R2015)
  - xv. CSA W59-18, Welded Steel Construction
  - xvi. CSA Welded Aluminum Construction standard, W59.2
  - xvii. CSA C22.2 NO 18: Outlet Boxes, Conduit Boxes, Fittings, and Associated Hardware;
  - xviii. CAN/CSA-G164-M92 (R2003) Hot Dip Galvanizing of Irregularly Shaped Articles
  - xix. CAN/CSA-Z241 Series-92 (R1998)
  - xx. ISO 3834-2:2005 Quality requirements for fusion welding of metallic materials – Part 2: Comprehensive quality requirements
  - xxi. ISO 3864-1, Safety Colors and Safety Signs, Part 1: Design Principles for Safety Signs and Safety Markings;
  - xxii. ISO 3864- Safety Colors and Safety Signs, Part 2: Design Principles for Product Safety Labels
  - xxiii. Canadian Electrical Code, CSA C22.1
  - xxiv. Lubricant Fittings, SAE J534
  - xxv. Heavy Truck Weight and Dimension Limits for Interprovincial Operations in Canada
-

STATEMENT OF WORK  
REFERENCE DOCUMENTATION

**2.2. REFERENCE DOCUMENTATION VERSION**

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

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STATEMENT OF WORK  
REFERENCE DOCUMENTATION

**2.3. ORDER OF PRECEDENCE**

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

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

## SECTION 3 SEMI-TRAILER REQUIREMENTS

### 3.1. DESIGN OVERVIEW

#### 3.1.1. GENERAL CONSIDERATIONS

- 3.1.1.1.1. The Semi-Trailer must be able to be registered and pass a Motor Vehicle Safety (MVS) inspection in any Province or Territory in Canada as delivered without any additional costs to Canada.
- 3.1.1.2. The selection of equipment, fittings, fasteners, hardware, attachments, and fabrication methods used in all Semi-Trailers must be standardized to minimize the number of unique spares. Identical components must be used in all Semi-Trailers, following Canada's design acceptance.

### 3.2. REQUIREMENTS

The Semi-Trailer must meet the following requirements:

1	<b>Standard Design</b>
1.1	The Semi-Trailer must include all components, equipment and accessories normally supplied for this application, although they may not be specifically described herein;
1.2	The Semi-Trailer must have engineering certification available, upon request, for this application from the original manufacturers of major equipment, systems and assemblies;
1.3	The Semi-Trailer must conform to all applicable laws, regulations and industrial standards in effect in Canada at the time of manufacture. The regulatory areas may include but are not necessarily limited to manufacturing, health and safety, noise levels, environment and emissions; and
1.4	The Semi-Trailer and accessories must operate in accordance with all original equipment manufacturers' (OEM) rated capacities and performance specifications.
2	<b>Operating Conditions</b>
2.1	Weather
2.1.1	The Semi-Trailer must operate safely and effectively in year round weather conditions throughout a temperature range of -40° to 37° C.
2.2	

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	Terrain
2.2.1	The Semi-Trailer must operate safely and effectively in Canada in support of CCG Operations on highways and secondary roads, gravel roads and dirt roads with washboard and pot holes, in all-weather conditions and with the stated payload.
3	<b>Safety</b>
3.1	Vehicle Safety Regulations
3.1.1	The Semi-Trailer must meet the provisions of the Canada Motor Vehicle Safety Act and the requirements of "Heavy Truck Weight and Dimension Limits for Interprovincial Operations in Canada" for Category 1: Tractor Semitrailer for tandem axle trailer.
3.2	Safety Features
3.2.1	The Semi-Trailer system must be provided with safety features such as warning and instruction plates, non-slip walking surfaces and heat shields where required for operator safety.
4	<b>Performance</b>
4.1	Semi-Trailer Performance
4.1.1	The Semi-Trailer system must be capable of being towed safely at a continuous speed of at least 105 km/h with the stated payload.
4.2	<b>Load Performance</b>
4.2.1	The Semi-Trailer must be designed to carry a uniformly distributed load of at least 22,679kg/50,000 lbs.
5	<b>Dimensions</b>
5.1	The Semi-Trailer must be a 53-foot design with a straight deck flatbed platform. The Semi-Trailer height and width must be maximized while complying with all provincial and territorial regulations and standards without the need for any additional permits for transportation across Canada.
6	<b>Semi-Trailer Construction</b>
6.1	General Requirements

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6.1.1	The Semi-Trailer must be constructed and finished with a high degree of workmanship, where surfaces are free from blemishes, burrs, defects, irregularities, sharp edges, and other conditions that would be deleterious to the finished component;
6.1.2	Parts must be properly aligned to preclude any binding and deformation as a result of assembly or operation;
6.1.3	All welds and coatings must be uniform, complete, and free of cracks, porosity, and scratches (All welding must be completed in accordance with Appendix A – Welding Requirements, see Appendix A for details on welding procedures, certifications and inspections);
6.1.4	All OEM parts, materials, and equipment must be installed or applied as per the manufacturer's instructions;
6.1.5	All fasteners used must be easily removable if access is required for maintenance and resist loosening due to shock and vibration loading.
6.1.6	All threaded fasteners and associated hardware must conform to the dimensions and tolerances defined in an internationally recognized standard, such as, but not limited to ASME, ASTM, ISO, or SAE Standards; and
6.1.7	The Semi-Trailer must be serviceable with non-proprietary lubricants and fluids.
7	<b>Material Requirements</b>
7.1	All materials used in fabrication must be new, unused and free from defects and imperfection that might affect the serviceability of the finished product, resist corrosion and wear under the environmental conditions specified; and sized or selected to satisfy all the performance requirements specified. The materials must conform to the requirement defined in an internationally recognized standard, such as ASTM, ISO, or SAE standards;
7.2	All synthetic polymers subjected to sunlight must be treated to protect against ultraviolet (UV) degradation, embrittlement, and mold.
8	<b>Kingpin</b>
8.1	The Semi-Trailer must be a tractor trailer fifth wheel coupling design with standard size 51mm (2 inch) kingpin.
9	<b>Semi-Trailer Frame</b>
9.1	The Semi-Trailer must be provided with a frame that is reinforced for towing points; and
9.2	



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	The Semi-Trailer must be equipped with galvanized components where possible, and treated with industry standard anti-corrosion protection.
10	<b>Floor</b>
10.1	The Semi-Trailer floor must support loading / unloading by a forklift with a 4,540kg GVW and 3,630 kg single axle load;
10.2	The interior flooring must be constructed of kiln dried or seasoned hardwood, tongue and groove or ship-lap, of sufficient thickness to accommodate the load;
10.3	The interior flooring must incorporate a minimum 300 mm wide threshold plate, constructed of checker plated steel or an equivalent, at the rear of the Semi-Trailer, and
10.4	The top surface of the threshold plate must be level with the flooring and fastened into the floor cross members with carriage bolts, or welded across the rear to the floor.
11	<b>Interior Walls</b>
11.1	The Semi-Trailer interior walls must be lined with exterior grade plywood;
11.2	The plywood on the Semi-Trailer interior walls must be covered with a white sheeting material to prevent moisture penetration and damage;
11.3	The Semi-Trailer interior wall surfaces must be provided with kick plates as per the manufacturer's standard design, covering the bottom portion of the plywood surface up to a height of at least 450 mm from the floor;
11.4	The Semi-Trailer sides must be designed with frame members to accommodate all loads that would be expected in conditions year-round while stored outside in Canada (i.e. significant snow build up will be experienced and wind loads); and
11.5	The Semi-Trailer must include two passive vents to provide air exchange in the trailer. The vents must have features to minimize precipitation ingress, and prevent rodent and vermin access. The location and size to be based on contractor's recommendation and subject to approval by Canada.
12	<b>Roof</b>
12.1	The Semi-Trailer roof must be constructed of a solid material secured to the trailer framing;

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12.2	The Semi-Trailer roof must be designed with frame members to accommodate all loads that would be expected in conditions year-round while stored outside in Canada (i.e. subjected to significant snow build up and wind loads);
12.3	The Semi-Trailer roof must shed water;
12.4	The Semi-Trailer roof structure must be provided with two (2) evenly spaced, full length ceiling mounted rub strips act as a protection to prevent loads from catching on the roof cross members;
13	<b>Rear Doors</b>
13.1	The Semi-Trailer body must be provided with two (2) rear doors directly adjacent to each other that open outwards;
13.2	The rear doors must be full height, full-width "barn type" doors;
13.3	Each rear door must be provided with at least four (4) hinges;
13.4	The rear doors must be provided with compression type door hardware, with provisions for locking them with a padlock;
13.5	The rear doors must be provided with perimeter door seals along all four (4) edges that create a water-tight seal when doors are closed;
13.6	The rear doors must be provided with devices to secure the doors in the full open position;
13.7	The interior door surfaces must be lined with exterior grade plywood;
13.8	The plywood on the Semi-Trailer interior door surfaces must be covered with a white sheeting material to prevent moisture penetration and damage; and
13.9	The interior door surfaces must be provided with kick plates as per the manufacturer's standard design, covering the bottom portion of the plywood surface up to a height of at least 450 mm from the floor.
14	<b>Side Door</b>
14.1	The Semi-Trailer body must be provided with one (1) side door;
14.2	The side door must be located on the curb side, approximately 1/3 from the front of the Semi-Trailer;
14.3	The side door opening nominal dimensions must be 2,032 mm high by 1,092 mm wide (80" high x 43" wide);

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14.4	The side door must be provided with compression type door hardware, with provisions for locking the door with a padlock;
14.5	The side door must be provided with perimeter door seals along all four (4) edges that create a water-tight seal when doors are closed;
14.6	The side door must be provided with a device to secure the door in the full open position;
14.7	The interior door surface must be lined with exterior grade plywood;
14.8	The plywood on the Semi-Trailer interior doors must be covered with a white sheeting material to prevent moisture penetration and damage; and
14.9	The interior door surface must be provided with a kick plate as per the manufacturer's standard design, covering the bottom portion of the plywood surface up to a height of at least 450 mm from the floor.
15	<b>Features</b>
15.1	<b>Body Panel Joints</b>
15.1.1	The Semi-Trailer body panel joints must prevent moisture ingress.
15.2	<b>Access Steps</b>
15.2.1	The Semi-Trailer must be provided with access steps to gain access into the Semi-Trailer from all the doors, when the doors are open; and
15.2.2	The access steps must feature grab handles for ease of access into the Semi-Trailer.
15.3	<b>Floor-mounted Cargo Rails</b>
15.3.1	The Semi-Trailer must be provided with two (2) cargo rails mounted to the floor interior;
15.3.2	The cargo rails must be recessed and run the full length of the flooring; and
15.3.3	

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	The two (2) cargo rails must be installed on each side of the floor. The distance from the side wall to be specified by Canada;
15.4	<b>Wall-mounted Logistics Tracks</b>
15.4.1	The Semi-Trailer must be provided with four (4) logistics tracks mounted to the interior of the side walls;
15.4.2	The logistics tracks must be recessed and run the full length of the side walls;
15.4.3	Two (2) logistics tracks must be installed on the curbside wall, at heights of 762 mm and 1,524 mm from the floor; and
15.4.4	Two (2) logistics tracks must be installed on the roadside wall, at heights of 762 mm and 1,524 mm from the floor.
15.5	<b>Cargo Securement Bars</b>
15.5.1	The Semi-Trailer must be provided with ten (10) cargo securement bars; and
15.5.2	The cargo securement bars must function with the wall-mounted logistics tracks.
15.5.3	Heavy-duty Telescopic Poles
15.5.4	The Semi-Trailer must be provided with two (2) heavy-duty telescopic poles.
15.6	<b>Towing Points</b>
15.6.1	The Semi-Trailer must be provided with two (2) rear-mounted towing points, positioned and of sufficient strength to permit recovery of the loaded Semi-Trailer.
15.7	<b>Railway tie-down Points</b>
15.7.1	The Semi-Trailer must be provided with railway tie-down points, positioned and of sufficient strength to permit the securing and transportation of the loaded Semi-Trailer on a railroad car.
15.8	<b>Dock Bumpers</b>
15.8.1	The Semi-Trailer must be provided with heavy-duty rubber dock bumpers at the rear corners, measuring nominally 102 mm (4in) deep.

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15.9	<b>Rear Bumper</b>	
15.9.1	The Semi-Trailer must be provided with a rear bumper per CMVSS.	
16	<b>Chassis and Auxiliary Systems</b>	
16.1	<b>Axles</b>	
16.1.1	The Semi-Trailer must be provided with a tandem axle configuration;	
16.1.2	The axles must be of appropriate capacity to carry the maximum payload; and	
16.1.3	The axles must be provided with dual-wheels at each wheel station.	
16.2	<b>Suspension</b>	
16.2.1	The Semi-Trailer must be provided with an air bag suspension system;	
16.2.2	The suspension system must include an automatic height control valve;	
16.2.3	The suspension system must include a manual suspension air dump valve;	
16.2.4	The suspension system must include shock absorbers acting on all wheel stations;	
16.2.5	The suspension system must include an air gauge to assist the operator in determining system pressure; and	
16.2.6	The suspension system must have suspension travel limiters, such as cables or chains fastened to the suspension beam or axle and the under frame, at a length equal to or less than the shock absorber extended stroke. The use of the shock absorbers as travel limiters is not acceptable.	
16.3	<b>Wheels and Tires</b>	
16.3.1	The Semi-Trailer must be provided with galvanized steel or aluminum wheels and tires certified by the manufacturer to be suitably sized and rated for the application and load;	
	The dual-wheel assemblies must be identical across the Semi-Trailer system;	

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16.3.2	
16.3.3	The Semi-Trailer must be provided with written indications of the operating tire pressure at each wheel station; and
16.3.4	The wheels must be provided with loose wheel nut indicators at each wheel station.
16.4	<b>Brake System</b>
16.4.1	The Semi-Trailer must be provided with an anti-lock, air disc brake system;
16.4.2	The brake system must be provided with remote, cable operated drain valves on the air reservoirs, with heated moisture expelling valve(s);
16.4.3	The brake housings must be equipped with dust shields;
16.4.4	The Semi-Trailer must be provided with colour coded glad hand couplers for interconnection between Semi-Trailer and tractor; and
16.4.5	The Semi-Trailer must be provided with dummy glad hand coupler covers, including a safety chain/cable for each glad hand, to block and protect the air lines when they are not in use.
16.5	<b>Landing Gear</b>
16.5.1	The Semi-Trailer must be provided with an interconnected two-legged, two speed, landing gear system with self-levelling landing pads;
16.5.2	Two synthetic landing pads designed for use with the landing gear and that can be stored in the trailer storage compartment, must be provided; and
16.5.3	The landing gear system must withstand the weight of the fully loaded Semi-Trailer when not connected to the tractor.
16.6	<b>Spare Wheel Assemblies with Storage</b>
16.6.1	The Semi-Trailer must be provided with one (1) spare tire/wheel assembly identical to the other tire assemblies; and

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16.6.2	The spare tire/wheel assembly must be mounted on the Semi-Trailer as per the manufacturer's standard location. The mounting must include a locking device to prevent theft.
16.7	<b>Electrical System</b>
16.7.1	The Semi-Trailer must be provided with a 12-volt negative ground electrical system;
16.7.2	The electrical system must provide all power and control for the Semi-Trailer lighting and anti-lock brake system, while the Semi-Trailer is connected to the tractor vehicle;
16.7.3	The electrical system must include a SAE J560 7-pin 12 volt Semi-Trailer receptacle, located in accordance with SAE J702;
16.7.4	The electrical system must include, as a minimum, electrical wiring used for the connection to the tractor vehicle intended for heavy-duty use, with positive engaging connectors, which are mounted securely to the system components;
16.7.5	Wiring must be protected by grommets when passing through metal;
16.7.6	The harnesses must be sealed harnesses and all connections treated with dielectric grease; and
16.7.7	All electrical components must be accessible for servicing.
16.8	<b>Lighting</b>
16.8.1	The Semi-Trailer must be provided with a lighting system conforming to CMVSS requirements;
16.8.2	The Semi-Trailer must be provided with LED body lighting;
16.8.3	Lights and reflectors must be recessed or otherwise protected from damage.
17	<b>Miscellaneous Equipment and Markings</b>
17.1	<b>Storage Compartments</b>
17.1.1	The Semi-Trailer must be provided with two (2) lockable storage compartments of industry standard size, located on the curb side. Each compartment must have two doors.
17.1.2	Wheel chocks, that can be stored in the compartment must be provided.

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17.2	<b>Mud Flaps</b>	
17.2.1	The Semi-Trailer must be provided with heavy duty, flexible, replaceable mud flaps located behind the rear axle.	
17.3	<b>License Plate Holder</b>	
17.3.1	The Semi-Trailer must be provided with a rear mounted, recessed (or protected from damage in another manner), and illuminated license plate holder located at the rear.	
17.4	<b>Conspicuity Tape</b>	
17.4.1	The Semi-Trailer must be provided with conspicuity tape conforming to CMVSS requirements.	
17.5	<b>Document Holder</b>	
17.5.1	The Semi-Trailer must be provided with a document holder, located on the road side at the front.	
17.6	<b>Identification Plate and National Safety Mark (NSM)</b>	
17.6.1	The semi-trailer must be provided with an identification plate containing the following information as a minimum: Manufacturer, model, model year, manufacturer's Vehicle Identification Number (VIN) and serial number of the semi trailer, and GAWR and GVWR ratings. The maximum payload capacity must be permanently and clearly marked in a location near the identification plate, and	
17.6.2	The Semi-Trailer must have a permanently affixed National Safety Mark (NSM).	
17.7	<b>Lug Nut Wrench</b>	
17.7.1	A wheel lug nut wrench must be provided.	
17.8	<b>Dangerous Goods Placard Holders</b>	
17.8.1	The Semi-Trailer must be provided with four (4) aluminum dangerous goods placard holders;	
17.8.2	One (1) holder must be mounted at the centre of each side of the van body, near the bottom;	
17.8.3	One (1) holder must be mounted at the rear of the van body, at the lower curb side corner; and	



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17.8.4	One (1) holder must be mounted on the front of the van body, on the lower road side corner.
17.9	<b>Warning and Instruction Plates</b>
17.9.1	All warning and instruction labels must be in both Canadian English and French in ISO 3864-1 or ISO 3864-2 symbol format; and
17.10	<b>Exterior Colour and Markings</b>
17.10.1	The exterior must be painted in RAL 3000 (red) using high quality automotive paint finish in accordance with the paint manufacturer's recommendations and include the installation of the government furnished decals per manufacturer's recommendation, which will be provided after Contract Award.

3.3. DELIVERABLES

3.3.1. 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.

The Contractor must provide Canada with a Meeting Agenda for each scheduled meeting at least three (3) business days prior and a comprehensive Record of Decision (ROD) must be provided within three (3) business days of each meeting (scheduled or unscheduled). At any time prior to the meeting, Canada may request that changes be made to the Meeting Agenda. Canada must review and accept the Meeting Agenda and ROD.

Item	Deliverable	Description	Notes
PM-1	Contract Kick-Off Meeting	The Contractor must convene and co-chair a one-day Contract Kick-Off Meeting to be held via teleconference/videoconference (such as MS Teams). At a minimum, the following documents must be reviewed during the meeting: a. Contract	Unless otherwise specified, this meeting is to be held no later than 14 calendar days after Contract Award.  Meeting Agenda due at least 3 business days prior to the meeting.  ROD due within 3 business days after the meeting has occurred.

3.3.1.1. Cancellation of Meetings

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

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3.3.1.2. Unscheduled Meetings

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

3.3.1.3. Problem Reporting

The Contractor must notify Canada immediately by telephone upon discovering or identifying an issue that may impact any of the Work. The Contractor must document the issue in writing, within two (2) calendar days of identification, and provide to Canada via e-mail. Canada will advise whether an unscheduled meeting or any other action is required.

3.3.2. PRODUCT DELIVERABLES

Item	Deliverable	Description	Notes
PD-1	Product Design Package	<p>The Product Design Package details the Contractor's technical solution for the Semi-Trailer.</p> <p>The Product Design Package must:</p> <ul style="list-style-type: none"><li>a. Meet all requirements detailed in the SOW;</li><li>b. Include drawings as may be needed to show the location and interconnection of all components ;</li><li>c.</li><li>d. Include all relevant system specifications;</li><li>e. Include all relevant certification and material data sheets; and</li><li>f. Include all measurements.</li></ul> <p>Each drawing must include a drawing title, drawing number, revision number, drawing scale, units of measure, dimensioned features, legend (as applicable), assembly notes, and the initials of the author of the drawing.</p> <p>The Contractor must provide a Quality Assurance Report for each Semi-Trailer following inspection in order to demonstrate that it meets all of the technical requirements defined in this SOW and is fully operational and ready for deployment. The manufacturer's usual internal checklist(s) will be accepted. The Quality Assurance Report must be certified by the Contractor as an accurate record of the inspection results.</p>	<p>First submission due no later than 14 calendar days after the Contract Kick-Off Meeting.</p>
PD-2	Quality Assurance Report	<p>Prior to shipping a Semi-Trailer, the Contractor must:</p> <ul style="list-style-type: none"><li>a. Inspect each Semi-Trailer;</li><li>b. Submit a Quality Assurance Report for the unit; and</li><li>c. Obtain Canada's formal acceptance for the unit and the Quality Assurance Report.</li></ul>	<p>Due 3 business days after completion of quality assurance inspections for each Semi-Trailer.</p>

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Item	Deliverable	Description	Notes
		All relevant Certification and Material Data Sheets, or copies thereof, must be appended to each Quality Assurance Report.	

3.3.3. LIFE CYCLE MANAGEMENT DELIVERABLES

Item	Deliverable	Description	Notes
LC-1	Operations and Maintenance Manual	<p><b>The manufacturer's standard Operations and Maintenance Manual will be accepted if available.</b> In the absence of a standard manual, a manual must be created and contain the following information:</p> <p>At a minimum, the operation section must include pre- and post-operational checklists. At a minimum, the maintenance section must include the Preventative Maintenance schedule .</p>	<p>Due 20 calendar days prior to first shipment of the Semi-Trailer.</p> <p>Must be formally accepted by Canada prior to shipping any Semi-Trailer.</p> <p>Unless otherwise specified by Canada, the Contractor must provide 1 hard copy of the manual in English with each Semi-Trailer.</p> <p>An electronic copy of the manual is also required. If a French version of the manual is available, the vendor is required to provide an electronic copy.</p>

3.3.4. FINAL DELIVERABLES

In addition to required documentation detailed in the SOW, the Contractor must provide, at a minimum, the following deliverables for each Semi-Trailer:

- a. Key components: Semi-Trailer, Semi-Trailer superstructure, and all accessories;
- b. Keys – four (4) sets of keys for all keyed doors and locks;
- c. Proof of National Safety Mark (NSM) compliance;
- d. Bill of Sale and any additional documentation required for licensing and registration in Canada; and
- e. One (1) hard copy of the Operations and Maintenance Manual.

3.3.5. DOCUMENTATION FORMATTING

Canada requests that all digital and hard copies of documentation (with the exception of drawings, which must be available in 11 x 17 inch paper size) use 8.5 x 11 inch paper size in sans serif typeface with minimum font size of 10 and are in PDF file format, unless otherwise specified by Canada. For example, the use of Arial size 10 is acceptable. Hard copies must be printed using at least 600 DPI, double-sided, and must be collated and bound, unless otherwise specified by Canada.

## APPENDIX A– WELDING REQUIREMENTS

### Steel – Weld Procedure and Welding Personnel Qualification Requirements

The Contractor or subcontractors performing the welding of steel must meet one of the following requirements for qualification of welding procedures and welding personnel – welding supervisors, welders and tack welders:

1. Certification by the Canadian Welding Bureau (CWB) to CSA Standard W47.1-2019 Division 1, 2 or 3.
2. Certification by an International Institute of Welding (IIW) Authorized National Body for Company Certification (ANBCC) to ISO Standard 3834 – 1, 2 or 3.
3. Third party accredited organization administration of American Welding Society (AWS) D1.1: 2015– Structural Welding Code Steel

### Aluminum – Weld Procedure and Welding Personnel Qualification Requirements

The Contractor or subcontractors performing the welding of aluminum must meet one of the following requirements for qualification of welding procedures and welding personnel – welding supervisors, welders and tack welders:

1. Certification by the Canadian Welding Bureau (CWB) to CSA Standard W47.2-2011 (R2015) Division 1, 2 or 3.
2. Certification by an International Institute of Welding (IIW) Authorized National Body for Company Certification (ANBCC) to ISO Standard 3834 – 1, 2 or 3.
3. Third party accredited organization administration of American Welding Society (AWS) D1.2: 2014 – Structural Welding Code Aluminum

### Welding Personnel – Steel and Aluminum

Welding must only be conducted by currently qualified individuals. Welders must be certified by an organization acceptable to the location in which the work is being carried out, the Trailer is being licensed and for the type of material being welded.

Welder performance qualification cards and government issued photo ID must be filed with the CCG TA prior to performing any welding work.

### Weld Inspection Requirements – Steel and Aluminum

All completed welds must be visually examined their entire length by a certified third party, provided by the Contractor.

Safe access must be given to the CCG TA and third party inspector(s), by the Contractor. Visual examination of welds must follow procedures that are generally compliant with the established requirements of ASME BPVC-V-2019, Article 9. Where the lighting, viewing distance and viewing angle requirements for direct visual examination can't be met, then remote or translucent visual examination following the requirements of ASME BPVC-V-2019, Article 9 may be used by the third party inspector with the express consent of the CCG TA.

Visual examination of welds must occur in the as-welded condition after removing slag, spatter, magnesium oxide smut and wire brushing. Weld profiles must not be altered by any means prior to visual examination and fairing compounds, fillers, primers and/or paints must not be applied to the visible surfaces of welds prior to visual examination.

The acceptance standards for visual examination are as follows:

- Weld toes must blend smoothly into the base metal at each side of the weld.
- There must be no overlap, no undercut, no visible porosity, no cracks, no visible fusion faults.
- Welds must not have undersized leg lengths or throat sizes
- Fillet welds must not have leg lengths or throat sizes more than 2 mm greater than the specified amount.
- Convexity for fillet welds must not exceed 2 mm.
- Excess weld metal for groove welds in butt joints must not exceed 3 mm.
- Craters must be filled with weld metal.

A copy of the visual inspector's qualification card as well as the written visual examination procedure to be followed must be filed with the CCG TA prior to any examinations taking place.

A formal report must be provided by the third party inspector to the CCG TA indicating acceptance or rejection of the welds to the acceptance criterion herein prior to scheduling CCG TA acceptance examinations.

Welds not meeting the acceptance standards for visual examination specified herein must not be repaired without the express consent of the CCG TA.

The Contractor is solely responsible for the repair of welds not meeting the acceptance standards for visual examination specified herein.

A weld that is found to be unacceptable in accordance with the acceptance criterion herein must not be repaired more than twice.

If the second repair attempt fails, the affected material and welds must be removed and new material fitted and welded to the original requirements of this Specification.

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The COG TA may at its discretion engage an outside party to perform welding audits of the Contractor at the place where welding work takes place at a frequency deemed necessary by the COG TA

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Solicitation No. - N° de l'invitation  
F7047-210031  
Client Ref. No. - N° de réf. du client  
F7047-210031-008 ERD

Amd. No. - N° de la modif.  
File No. - N° du dossier  
F7047-210031-008 ERD

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

## **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.**

<b>Bid Solicitation Reference</b>	<b>Documentation / Information to be provided with the Bid</b>	<b>Comments</b>	<b>Included with the Bid</b>
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.	
Article 2.3 Former Public Servant	Certification with requested information, if applicable.	Best practice.	
Article 2.5 Applicable Laws	Indicate substitution request of applicable laws of another province or Canadian territory, if desired.	Best practice.	
Article 3.1 Bid Preparation Instructions	The bid must be gathered per section and separated as follows: Section I: Technical Bid Section II: Financial Bid Section III: Certifications	<b>Mandatory with the bid.</b>	
Article 3.1.2.1 Substantial Information	Bidders should provide with their technical bid, a document indicating clearly where the substantial information can be found for each of the mandatory criterion identified in the Technical Bid Evaluation Plan (Annex 1 to Part 4 of the Bid Solicitation).	Best practice.	
Article 3.1.3.1 Pricing Submission	Bidders must submit their financial bid in accordance with Schedule A and address each of the cost elements in Schedule A	<b>Mandatory with the bid.</b>	



<b>Bid Solicitation Reference</b>	<b>Documentation / Information to be provided with the Bid</b>	<b>Comments</b>	<b>Included with the Bid</b>
Article 3.1.4 Delivery Dates	Bidders must submit their delivery dates in accordance with Schedule B.	<b>Mandatory with the bid.</b>	
Article 3.1.5 Section III: Certifications	Bidders must submit the certifications and additional information required under Part 5.	<b>Mandatory with the bid.</b>	
Article 4.1.1.2 Phase I: Financial Bid	Bid must include all information required by the solicitation in accordance with Schedule A.	<b>Mandatory with the bid.</b>	
Article 4.1.1.3 Phase II: Technical Bid	Bid must include all information required by the solicitation.	<b>Mandatory with the bid.</b>	
Article 5.1.1 Integrity Provisions - Declaration of Convicted Offences	Bidder must provide with its bid, if applicable, the Integrity declaration form.	<b>Mandatory with the bid, if applicable.</b>	
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)	<b>Mandatory with the bid.</b>	
Article 5.2.1 Integrity Provisions - Required Documentation	Bidder must provide required information, as applicable.	<b>Not mandatory by bid closing. Must be provided prior to contract award.</b>	
Article 5.2.2 Federal Contractors Program for Employment Equity	Submit a completed Annex 1 to Part 5 of the Bid Solicitation.	<b>Not mandatory by bid closing. Must be provided prior to contract award.</b>	
Article 5.2.4 Welding Certification (if applicable)	Bidder must provide required information, as applicable.	<b>Not mandatory by bid closing. Must be provided prior to contract award. (if applicable)</b>	
Article 6.4.3 Contractor's Representative	Bidders should include Contractor Representative contact information.	Best practice.	

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

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

53-Foot Hard Sided Semi-Trailer

June 15th, 2022

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ANNEX 1 TO PART 4 BID SOLICITATION  
TECHNICAL BID EVALUATION PLAN

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## SECTION 1 INTRODUCTION

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### 1.1. PURPOSE

The document defines the methodology that will be used to evaluate the technical portion of each Bid submitted in response to the Solicitation for the procurement of the 53-Foot Hard Sided Semi-Trailer.

## SECTION 2 REFERENCE DOCUMENTATION

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### 2.1. GENERAL CONSIDERATIONS

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

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

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

ANNEX 1 TO PART 4 BID SOLICITATION  
TECHNICAL BID EVALUATION PLAN

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

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

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

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

Item No.	Mandatory Requirement	Contract Reference	Method of Compliance	Compliant (Yes/No)	Initials	Bid Cross-Reference
M2	The proposed 53-Foot Hard Sided Semi-Trailer must satisfy the defined design and construction requirements.	Annex A (SOW)	The Bid must include a conceptual design drawing package for the proposed 53-Foot Hard Sided Semi-Trailer that demonstrates compliance with the requirements detailed in Annex A.	Yes	JD	<i>Section 4 – page 88 of the Bid</i>

ANNEX 1 TO PART 4 BID SOLICITATION  
TECHNICAL BID EVALUATION PLAN

## **APPENDIX A MANDATORY CRITERIA – PART 1 OF 2**

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<b>Item No.</b>	<b>Mandatory Requirement</b>	<b>Contract Reference</b>	<b>Method of Compliance</b>	<b>Compliant (Yes/No)</b>	<b>Initials</b>	<b>Bid Cross-Reference</b>
M1	All requirements stipulated in Annex A (Statement of Work) will be met.	Annex A (SOW)	The Bid must include a Certificate of Compliance (Annex 2 to Part 4 of the Bid Solicitation). signed by an authorized representative.			

ANNEX 1 TO PART 4 BID SOLICITATION  
TECHNICAL BID EVALUATION PLAN

## APPENDIX A MANDATORY CRITERIA – PART 2 OF 2

Item No.	Mandatory Requirements	Contract Reference	Item No.	Method of Compliance	Compliant (Y/N)	Initials	Bid Cross-Reference
M2	<ul style="list-style-type: none"> <li>- Within the same one (1) year period (i.e. 12 consecutive months) since January 2019, the entity or entities manufacturing the 53-Foot Hard Sided Semi-Trailer must have delivered at least two (2) 53-foot Hard Sided Semi-trailers with a payload capacity of at least 22,679kg (50,000lbs).</li> </ul>	Proven Experience and Capacity	M2 (i)	The Bid must include documentation that clearly indicates the quantity and the date of delivery/sale of the trailers. *Documentation can include invoices, purchase orders, bill of sales or bill of lading.			
			M2 (ii)	The date stated on the documentation supplied as per M2 (i) must be within the same one (1) year period (i.e. 12 consecutive months) since January 2019 and include the Vehicle Identification Number (VIN).			
			M2 (iii)	The documentation supplied as per M2 (i) must clearly indicate that each semi-trailer is 53 feet in length, hard-sided, and has a payload capacity of at least 22,679 kg (50,000lbs).			

Solicitation No. - N° de l'invitation  
F7047-210031  
Client Ref. No. - N° de réf. du client  
F7047-210031-008 ERD

Amd. No. - N° de la modif.  
File No. - N° du dossier  
F7047-210031-008 ERD

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

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

### **CERTIFICATION OF COMPLIANCE**

As a Bidder, we have been given the opportunity to provide feedback on the content of the technical requirements for the 53-Foot Hard Sided Semi-Trailer (Solicitation F7047-210031).

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

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

Company Name of the Bidder:

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Name of Bidder's Authorized Representative:

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Signature of Bidder's Designated Authority:

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Date:

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