



**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

Title - Sujet EREP:6" Trash Pump Skid Mount	
Solicitation No. - N° de l'invitation F7047-220004/C	Date 2023-07-11
Client Reference No. - N° de référence du client F7047-220004	
GETS Reference No. - N° de référence de SEAG PW-\$ERD-017-29117	
File No. - N° de dossier 017erd.F7047-220004	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2023-08-21 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bates, Bruce	Buyer Id - Id de l'acheteur 017erd
Telephone No. - N° de téléphone (343) 589-1269 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

This bid solicitation cancels and supersedes previous bid solicitation number F7047-220004/B dated December 14th 2022 with a closing of January 31, 2023 at 2:00pm EDT. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.

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F7047-220004/C
Client Ref. No. - N° de réf. du client
F7047-220004

Amd. No. - N° de la modif.
File No. - N° du dossier
F7047-220004

Buyer ID - Id de l'acheteur
017erd
CCC No./N° CCC - FMS No./N° VME

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FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Schedules include the Basis of Payment and the Schedule of Deliveries.

The Annexes include the Statement of Work & Technical Requirements, Task Authorization Form 572, Electronic Payment Instruments, Bidder's Checklist, Technical Bid Evaluation Plan, Certificate of Compliance and the Federal Contractors Program for Employment Equity.

1.2 Summary

The Canadian Coast Guard (CCG) is the lead federal agency responsible for ensuring the cleanup of all ship-source and mystery-source pollution spills into waters under Canadian jurisdiction. In fulfillment of this legislated mandate, the CCG requires skid-mounted 6" Trash Pump Systems capable of transferring water that may contain solids up to 3" diameter at a low pressure and high flow.

The period of the resulting Contract will be from date of contract award to March 31, 2025 as specified in Schedule A under the same conditions. Delivery destinations include various locations across Canadian provinces and territories, and are identified in Schedule B.

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 Canada-UK Trade Continuity Agreement (Canada-UK TCA), the Canadian Free Trade Agreement (CFTA) and procedural requirements of the other international trade agreements such as Comprehensive and Progressive Agreement for Trans-Pacific

Partnership (CPTPP) will be fulfilled following compliance to the procedural requirements of the WTO-AGP.

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

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

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

Only bids submitted using CPC Connect service will be accepted.

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

The Phased Bid Compliance Process applies to this requirement.

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 PAC's seminars and other services.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2023-06-08) 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

Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.

4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.2 Submission of Bids

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

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

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

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

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

Due to the nature of the bid solicitation, bids submitted by facsimile, hardcopy or any electronic means (other than the CPC Connect services provide by Canada Post Corporation) will not be accepted.

2.3 Former Public Servant

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

Definitions

For the purposes of this clause:

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

- a. an individual;
- b. an individual who has incorporated;

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than fourteen (14) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically using CPC Connect. Canada requests that the Bidder submits its bid in accordance with section 08 (paragraph 2) of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately bound sections 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.

Section I: Technical Bid

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

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

3.1.1 Substantial Information

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

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

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

3.1.2 No Conditional Bids

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

Section II: Financial Bid

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

3.1.4 Electronic Payment of Invoices – Bid

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

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

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

3.1.5 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

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

Section III: Certifications

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

3.1.6 Delivery Dates

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

3.1.7 Bidder's Checklist

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

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

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NONRESPONSIVE, 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 NONRESPONSIVE 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 NONRESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.
- (d) 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 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 in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in

accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.

- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original

Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.

- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information 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 - Mandatory Technical Criteria

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

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

4.1.3 Financial Evaluation

1. The price of the bid will be evaluated in Canadian dollars, Delivered at Place Unloaded (DPU) (as detailed in schedule B), Canadian Custom Duties and Excise Taxes included

where applicable, Goods and Services Tax or the Harmonized Sales Tax extra. Additional terms specific to a particular evaluated price may also apply.

2. The following "Evaluated Price" equation will be used to determine the evaluated price of the bid based on the prices inserted by the Bidder in its bid Schedule A (Basis of Payment). Using the Items listed in Schedule A:

$\text{Evaluated Price} = A + B + C$

A = Sum of the extended prices of Required items 1 – 9 (inclusive)

B = Extended Price for item 10

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

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

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

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

-This is repeated for item 2 - 8 inclusive.

Item 9 requires an Extended Price only.

Extended price for B = Item 10 Max Quantity x average price of Item 10

Average Price for item 10 = the Sum of (Contract Period (B1) + Option Period 1 (B2) + Option Period 2 (B3)) ÷ 3

Item 11 is not calculated or included in the evaluation.

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

- 1000 hours* x Hourly Rate

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Bid

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Solicitation No. - N° de l'invitation
F7047-220004/C
Client Ref. No. - N° de réf. du client
F7047-220004

Amd. No. - N° de la modif.
File No. - N° du dossier
F7047-220004

Buyer ID - Id de l'acheteur
017erd
CCC No./N° CCC - FMS No./N° VME

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

Solicitation No. - N° de l'invitation
F7047-220004/C
Client Ref. No. - N° de réf. du client
F7047-220004

Amd. No. - N° de la modif.
File No. - N° du dossier
F7047-220004

Buyer ID - Id de l'acheteur
017erd
CCC No./N° CCC - FMS No./N° VME

PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance - Proof of Availability Prior to Contract Award

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Part 7 – Resulting Contract Clause 7.12.1 (Commercial General Liability Insurance).

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

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

7.1.1 Option to Purchase

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

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

7.1.2 Additional Work Requirements (AWR)

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

7.1.3 Task Authorization

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

7.1.3.1 Task Authorization Process

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

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

7.1.3.2 Task Authorization Limit

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

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

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

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

7.1.3.4 Periodic Usage Reports - Contracts with Task Authorizations

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

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

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

The quarterly periods are defined as follows:

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

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

Reporting Requirement – Details

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

For each authorized task:

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

For all authorized tasks:

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2030](#) (2022-12-01), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

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

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from Date of Contract to **March 31, 2025**.

7.4.1.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4.2 Delivery Date

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

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

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

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

7.4.4 Delivery Points

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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Bruce Bates

Title: Supply Team Leader
Organization: Public Works and Government Services Canada
Marine Navigation and Remediation Division
Telephone: 343-589-1269
E-mail address: Bruce.Bates@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.

7.5.2 Project Authority

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

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

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

7.5.3 Technical Authority

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

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

7.5.4 Contractor's Representative

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

7.6 Payment

7.6.1 Basis of Payment

7.6.1.1 Basis of Payment – Firm Price

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

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

7.6.1.2 Basis of Payment – Individual Task Authorizations

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

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

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

- OR -

Basis of Payment - Individual task authorizations

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

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

7.6.1.3 Basis of Payment: Cost Reimbursable – Limitation of Expenditure – Transport and Insurance Expenses (for optional units)

The Contractor will be reimbursed its expenses reasonably and properly incurred in the performance of the transport and insurance of Optional 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 Optional Good. Applicable Taxes are extra.

All payments are subject to government audit.

7.6.2 Limitation of Price

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

7.6.2.1 Limitation of Expenditure - Cumulative Total of all Task Authorizations

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

7.6.3 Travel and Living Expenses – National Joint Council Travel Directive *(to be used only if applicable for Addition Work Requirements)*

Canada's total liability to the Contractor under the Contract for all authorized travel and living expenses must not exceed the sum of \$ **(to be announced at contract award)**, inclusive of taxes.

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

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

All payments are subject to government audit.

7.6.4 Method of Payment

7.6.4.1 Multiple Payments – Subject to Holdback

1. Canada will pay the Contractor in accordance with the payment provisions of the Contract for the completion and delivery of unit(s) detailed in Schedule B, 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 Product Deliverables required under the Contract (Schedule A - Item 9 – Documentation – Product Deliverables), provided that such

final Product Deliverables 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 Product Deliverables (Schedule A – Item 9 – Documentation – Product Deliverables) have been delivered and accepted by Canada.

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

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

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

7.6.6 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

7.6.7 Discretionary Audit

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

7.6.7.1 Discretionary Audit – Commercial Goods and/or Services

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

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

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

7.6.7.1.1 Price Certification

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

OR

7.6.7.2 Discretionary Audit – Non-Commercial Goods and/or Services

The estimated amount of profit included in the Contractor's price or rate certification is subject to audit by Canada, before or after payment is made to the Contractor under the conditions of the Contract. The purpose of the audit would be to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated firm price and fixed-time rate contracts performed during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).

If the audit demonstrates that the actual profit is not reasonable and justifiable, as defined above, the Contractor must repay Canada the amount found to be in excess.

7.6.7.2.1 Price Certification

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

OR

7.6.7.3 Price Support

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

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

7.7 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 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 Project Authority for review. The Project Authority will then forward the claim to the Contract Authority for certification. The Contract Authority returns the claim to the Project Authority and onward submission to the Payment Office for the remaining certification and payment action.
4. The Contractor must not submit claims until all work identified in the claim is completed. Claims must submit no more than one claim per 30- day period.

7.8 Certifications and Additional Information

7.8.1 Compliance

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

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

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

7.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

7.10 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;
- (b) 1031-2 (2012-07-16), Contract Cost Principles;
- (c) General conditions 2030 (2022-12-01), General Conditions - Higher Complexity - Goods;
- (d) Annex A, Statement of Work;
- (e) Schedule A, Basis of Payment;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated _____.

7.11 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

Foreign Nationals (Canadian Contractor):

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a

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

- OR -

Foreign Nationals (Foreign Contractor):

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

7.12 Insurance

7.12.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
 - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

7.13 Shipping Instructions

7.13.1 Delivery Instructions

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

7.14 Dispute Resolution

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

SCHEDULE A

BASIS OF PAYMENT

Instructions to Bidders:

The Bidder must complete the fill-ins and tables in Sections 1,2 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 must provide firm unit prices for each item in:*
 - i. *Table 1 (Required Goods and/or Services),*
 - ii. *Table 2 (Optional Goods and/or Services); and*
 - iii. *Table 3 (Hourly Rate).*
- e. *The Bidder is requested to insert "\$0.00" for any cost of the cost elements for which it does not intend to charge - If any cost element is left blank, Canada will insert "\$0.00" for that element; and*
- f. *The Bidder must take into account any notes associated with a particular Item and/or cost element.*
- g. ***All prices must include any travel and living expenses that may be incurred in fulfilling contractual obligations as outlined in the SOW (ie. First Article Testing etc).***

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

1. REQUIRED GOODS AND SERVICES

Item No.	Short Item Description	Quantity	Firm Unit Price (CAD)	Extended Price (CAD) (A)
1	6" Skid Mounted Trash Pump IAW Annex A, SOW	13	\$	\$
2	Complete delivery of Item 1 to Hay River, NWT (Refer to notes A)	2	\$	\$
3	Complete delivery of Item 1 to Parry Sound, ON (Refer to notes A)	1	\$	\$
4	Complete delivery of Item 1 to Mount Pearl, NL (Refer to notes A)	2	\$	\$
5	Complete delivery of Item 1 to Port Hastings, NS (Refer to notes A)	1	\$	\$
6	Complete delivery of Item 1 to Quebec City, QC (Refer to notes A)	3	\$	\$
7	Complete delivery of Item 1 to Victoria, BC (Refer to notes A)	2	\$	\$
8	Complete delivery of Item 1 to Richmond, BC (Refer to notes A)	2	\$	\$
9	Documentation – Product Deliverables¹ Generate and supply all of the required documents in accordance with Annex A, SOW (Including document deliverables P1, P-2, P-3, P-4, P-6 and P-7. Refer to SOW Product deliverables)	As per the Contract	N/A	\$
Total Firm Price				
Extended price for A = Sum of the extended prices of Required items 1 – 9 (inclusive) -Item #1 Quantity x Item #1 Firm Unit Price = Item #1 Extended Price -This is repeated for item 2 - 8 inclusive. Item 9 requires an Extended Price only.				\$

Notes:

A: This price is for delivery to the noted destination and represents an amount in addition to the unit prices for the 6" Skid Mounted Trash Pump (Item No. 1). **Delivery includes any loading and unloading expenses.**

¹ Does not include recurring Product Deliverables P-5, P-8.

IAW In accordance with

N/A Not Applicable

2. OPTIONAL GOODS AND SERVICES

Item No.	Short Item Description	Max Quantity ²	Firm Unit Price (CAD) Contract Period From Date of Contract Award to 31 March 2025 ³ (B1)	Firm Unit Price (CAD) Option Period 1 From 01 April 2025 to 31 March 2026 ³ (B2)	Firm Unit Price (CAD) Option Period 2 From 01 April 2026 to 31 March 2027 ³ (B3)
10	6" Skid Mounted Trash Pump IAW Annex A, SOW	10	\$	\$	\$
11	Recommended Spare Parts and Tool Kits The provision of any or all spares in support of the deliverables as detailed the final Recommended Spare Parts and Tools List, as accepted by Canada. (The contents of each Kit will be determined if and when options are exercised.)	23	TBN	TBN	TBN
Extended price for B = Item 10 Max Quantity x average price of Item 10 Average Price for item 10 = Sum of (Contract Period (B1) + Option Period 1 (B2) + Option Period 2 (B3)) ÷ 3					\$

Notes:

² Optional Items may be procured on as many occasions as necessary up to the identified maximum total quantity for which the unit price applies.

³ The Firm Unit Price for each Optional Item does not include transport and insurance costs associated with the delivery of the Optional Item. The Contractor will be reimbursed separately for these authorized expenses in accordance with Article 7.6.1.3 of the Contract. With the exception of transport and insurance costs, all costs, including customs duties, are included in the Firm Unit Price of each Optional Good. Applicable Taxes are extra.

IAW In accordance with

TBN To be negotiated

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)
12	Labour for Additional Work Requirements	\$
Extended price for C = Firm Hourly Rate x 1000 hours		\$

Notes:

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

SCHEDULE B

SCHEDULE OF DELIVERIES

Instructions to Bidders:

- a. *Delivery is REQUIRED by 31 March 2025, however the Bidder must indicate their best Delivery Dates (in Calendar Days ACA [# of days After Contract Award]) for each item identified (with the exception of Documentation, which is to be delivered in accordance with Annex A, Statement of Work). These dates will be utilized in any resulting contract.*
- b. *If the Delivery Date element is left blank, Canada will insert "31 March 2025" for that element.*

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

1. Schedule of Deliveries

Item	Item Short Description	Max Quantity	Delivery Location	Required Delivery Date ¹	Delivery Date(s) (Calendar Days ACA)
1	Complete delivery of Item 1 to Hay River, NWT	2	42037 Mackenzie Hwy Hay River, NWT X0E 0R9	31 March 2025	
2	Complete delivery of Item 1 to Parry Sound, ON	1	28 Waubeek Street, Parry Sound, ON, P2A 1B9	31 March 2025	
3	Complete delivery of Item 1 to Mount Pearl, NL	2	1 Southern Cross Rd. Mount Pearl, NL A1N 5A2	31 March 2025	
4	Complete delivery of Item 1 to Port Hastings, NS	1	11 Unit B, Highway 4 Port Hastings, NS B9A 1M3	31 March 2025	
5	Complete delivery of Item 1 to Quebec City, QC	3	CCG Quebec City Base 101 boul. Champlain Québec City, QC G1K 7Y7	31 March 2025	
6	Complete delivery of Item 1 to Victoria, BC	2	25 Huron St. Victoria, BC V8V 4V9	31 March 2025	
7	Complete delivery of Item 1 to Richmond, BC	2	4260 Inglis Dr. Richmond, BC V7B 1L7	31 March 2025	
8	Documentation – Product Deliverables	As per Annex A	As per Annex A	As per Annex A	N/A

NOTES:

¹ All deliverables must be received by 31 March 2025. Note: If vendor provides better dates, then it will be adjusted in resulting Contract.

ACA After Contract Award Date
N/A Not applicable

2. Delivery Date Changes

Delivery date is an essential part of this contract. Except for a claim of excusable delay pursuant to Article 11 (Excusable delay) of the General Conditions 2030, any changes to the delivery date(s) specified in the Contract will prejudice Canada and will, at Canada's discretion, result in any or all of the following:

- a. Contract Termination in accordance with Article 31 (Default by the Contractor), and the Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source;

Solicitation No. - N° de l'invitation

F7047-220004/C

Client Ref. No. - N° de réf. du client

F7047-220004

Amd. No. - N° de la modif.

File No. - N° du dossier

F7047-220004

Buyer ID - Id de l'acheteur

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CCC No./N° CCC - FMS No./N° VME

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- 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.

Statement of Work (SOW)

Environmental Response Equipment Modernization/Mobile Incident Command Equipment Project

6" Trash Pump System

STATEMENT OF WORK (SOW)
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LIST OF ACRONYMS, ABBREVIATIONS, AND DEFINITIONS

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

Definitions:

Static Suction Lift — The vertical distance from the water line to the center of the impeller.

Dynamic Suction Lift — The static suction lift *plus* the friction in the suction line. For the purpose of this RFP, the suction line will be up to 100 ft. of suction hose, and therefore the Trash Pump System's dynamic suction lift must be able to overcome the related frictional losses.

Static Discharge Head — The vertical distance from the discharge outlet to the point of discharge or liquid level when discharging into the bottom of a water tank.

Dynamic Discharge Head — The static discharge head *plus* the friction in the discharge line. For the purpose of this RFP, the discharge line will be up to 200 ft. of discharge hose, and therefore the Trash Pump System's dynamic discharge head must be able to overcome the related frictional losses.

INTRODUCTION

BACKGROUND

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

PURPOSE

The CCG requires skid-mounted 6" Trash Pump Systems capable of transferring water that may contain solids up to 3" diameter at a low pressure and high flow. The system will be primarily used for dewatering applications during recovery operations on shorelines or sheltered waters. The system is not intended for use in an explosive environment.

SCOPE

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

REFERENCE DOCUMENTATION

APPLICABLE STANDARDS AND SPECIFICATIONS

The following standards and specifications apply to the Trash Pump System:

Off-Road Compression-Ignition Engine Emission Regulations, SOR/2005-32

ISO 7010, Graphical symbols – Safety colours and safety signs – Registered safety signs.

ISO 3864-1:2011, Safety Colors and Safety Signs

Canada Occupational Health and Safety Regulations – Levels of Sound, Part VII - IPG-074

Spark Arrester Guide — Multiposition Small Engine (MSE) Volume 2

A-A-59326, Commercial Item Description Coupling Halves, Quick-Disconnect, Cam-Locking Type

REFERENCE DOCUMENTATION VERSION

Unless otherwise specified by Canada, reference documents specified above must reflect the version in effect on the date of Bid Closing.

ORDER OF PRECEDENCE

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

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

CONTRACT MANAGEMENT

MEETINGS

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

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

Item No.	Meeting	Date of Meeting	Description	Meeting Deliverables
M-1	Contract Kick-off Meeting	No later than 14 calendar days after Contract Award	A meeting to: Discuss in detail all sections of the Contract to ensure that all parties have a mutual understanding of the work required; Review S-1 Project Schedule First Submission; and Review P-1 Product Design Package First Submission.	Meeting Agenda S-1 Project Schedule P-1 Product Design Package Record of Decisions
M-2	Ad-hoc Meetings	As required	Meetings scheduled as required to resolve any issues that may arise.	Meeting Agenda Record of Decisions

PROBLEM REPORTING

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

DELIVERY INSTRUCTIONS

The Trash Pump System must be delivered complete in all respects in accordance with the Technical Requirements, and ready to be deployed.

The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments two business days in advance by contacting the designated contact person. The Contractor or its carrier must follow any applicable health protocols during delivery (e.g. facemask covering, social distancing where possible, etc.). The consignee may refuse shipments when prior arrangements have not been made. Deliveries will not be accepted on weekends or statutory holidays.

DELIVERABLES

PROJECT MANAGEMENT DELIVERABLES

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

Item No.	Deliverable	Schedule for Deliverables	Approval Requirements	Description
S-1	Project Schedule	<u>First Submission</u> 2 business days prior to Contract Kick-off Meeting, M-1 (ref. SOW 3.1). <u>Subsequent Revisions</u> 5 business days after receiving comments from Canada, and as requested by Canada.	Approval required.	Planned/forecasted timeline on which the Contractor will execute the Project (i.e., the Work) which is to be updated to reflect the most current dates. At a minimum, the Project Schedule S-1 must include: Meetings Manufacturing milestones Testing Deliverables Shipments

STATEMENT OF WORK (SOW)
Deliverables

PRODUCT DELIVERABLES

Item No.	Deliverable	Schedule for Deliverables	Approval Requirements	Description
P-1	Product Design Package	<u>First Submission</u> 2 business days prior to Contract Kick-off Meeting, M-1 (ref. SOW 3.1). <u>Subsequent Revisions</u> 5 business days after receiving comments from Canada	Approval required prior to commencing manufacturing. Any manufacturing carried out prior to approval is at the Contractor's sole risk.	The Product Design Package must include enough detail to describe the product, that if build to the design will meet all of the Requirements in the SOW. If the product is found to not meet one or more requirements, it must be modified to meet the requirement(s) and re-submitted for approval. As a minimum, the Product Design Package must include: General arrangement drawings that includes all Trash Pump System components; and System specifications.
P-2	Requirements Verification Plan <u>First Unit Only</u>	<u>First Submission</u> 20 business days after Contract Award <u>Subsequent Revisions</u> 5 business days after receiving comments from Canada	Canada's approval of P-2 required prior to commencing P-3.	The purpose of the Requirements Verification Plan is to provide complete details of how the Contractor will prove that its product (i.e. the First Unit) meets all of the requirements in the SOW. The Requirements Verification Plan defines all verification activities required prior to final design acceptance. Requirements must be verified using one of the four verification methods specified in Section 5: Technical Requirements. The verification methods are defined below in Table 1. Verification Method Detailed Descriptions. The Contractor must select an appropriate verification method for each requirement, and the Requirements Verification Plan must be submitted for Canada's approval.

STATEMENT OF WORK (SOW)

Deliverables

P-3	Requirements Verification Report <u>First Unit Only</u>	Canada's approval required prior to shipping first unit.	Any manufacturing of units beyond the First Unit prior to Canada's approval of P-3 is at the Contractor's sole risk.	<p>The purpose of the Requirements Verification Report is to document the results of the verification activities, and it must be certified by the Contractor as an accurate record of the product verification results. The Requirements Verification Report must prove that each SOW requirement has been verified.</p> <p>The verification results must include for each verification activity:</p> <ul style="list-style-type: none"> Labelled photographs and/or video(s) depicting the testing setup and results, where appropriate. Results of the verification activity that are cross-referenced to the requirement(s) that were verified. All relevant certification and material data sheets A list of any items that did not pass initial verification with descriptions of corrective actions that were taken place prior to subsequent verification
P-4	Operation and Maintenance Manual	Canada's approval required prior to shipping.	Approval Required.	<p>A user manual that includes all necessary information required to safely operate and maintain the Trash Pump System. The manuals must include reference to the make and model of equipment provided within the Trash Pump System. Existing operations and maintenance manuals may be submitted for Canada's approval.</p> <p>At a minimum, the following information must be included:</p> <ul style="list-style-type: none"> System specifications Labelled system schematic Operating instructions Preventive maintenance schedule with task instructions Hazards and warnings Troubleshooting guide <p>Electronic and hard copies in English and Canadian French are required for each unit.</p>
P-5	Original Equipment Manufacturer Manuals	With shipments		<p>Original Equipment Manufacturer (OEM) manuals for any third-party components, if available. Should an OEM manual not be available, the Contractor must obtain proof and provide it to Canada. Acceptable proof will be a letter from the manufacturer or supplier.</p> <p>At a minimum, OEM manuals must be supplied for:</p> <ul style="list-style-type: none"> The diesel engine

STATEMENT OF WORK (SOW)

Deliverables

				The trash pump	Electronic and hard copies must be provided in English and Canadian French for each unit if available.
P-6	Recommended Spare Parts and Tools List	<p><u>First Submission</u> 20 business days prior to first shipment</p> <p><u>Subsequent Revisions</u> 5 business days after receiving comments from Canada</p>	Approval Required.	<p>The Recommended Spare Parts and Tools List (RSPTL) identifies all items that the Contractor recommends to support the ongoing maintenance (i.e., preventive and corrective) of the physical asset being procured. The RSPTL will be subject to Canada's approval and may require additional information from the Contractor as required.</p> <p>English and Canadian French searchable PDF versions are required.</p>	
P-7	Equipment List	<p><u>First Submission</u> 20 business days prior to first shipment</p> <p><u>Subsequent Revisions</u> 5 business days after receiving comments from Canada</p>	Approval Required.	<p>This lists the equipment and provides associated data that will be entered into CCG's Maintenance Management System. For the trash pump system the following information is required for the diesel engine and the pump:</p> <ul style="list-style-type: none"> a. Item Name: (E.g. Inverter Gas Generator 3000W); b. Item Description: Characteristics that describe the equipment such as physical and functional specifications, capacity and/or rating (E.g. 13 km/L); c. Original Equipment Manufacturer (OEM) name and address; d. Original Equipment Manufacturer (OEM) model and serial number for each unit; e. NATO stock number (if applicable); f. Supplier catalog number (if applicable); g. Supplier name and address; 	

STATEMENT OF WORK (SOW)

Deliverables

					<p>h. Supply type; please indicate if the equipment is commercially available or custom fabricated; and</p> <p>i. Product link to website (if available): Link to manufacturer product description.</p> <p>English and Canadian French searchable PDF versions are required.</p> <p>The report shall be signed by the Contractor and confirm the functionality, quality assurance, and presence of all components of the Trash Pump System.</p>
P-8	Pre-shipping Inspection Report	Prior to shipping each unit	Approval required prior to shipping.		

Table 1. Verification Method Detailed Descriptions

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

TECHNICAL REQUIREMENTS

TRASH PUMP SYSTEM

Trash Pump System Pumping Requirements

Item No.	Requirement
A.1	The Pump must be capable of transferring water at a minimum volumetric flow rate of at least 400 US gallons per minute while operating with a minimum dynamic suction lift of at least 25 ft. over a maximum length of up to 100 ft. of suction hose, and a dynamic discharge head of at least 100 ft. over a maximum length of up to 200 ft. of discharge hose. NOTE: Please review the List of Acronyms, Abbreviations, and Definitions above for clarification on <i>dynamic suction lift</i> and <i>dynamic discharge head</i> .
A.2	The Pump must have suction and discharge ports both being 6 in. diameter that are compatible with Camlock fittings.
A.3	The Pump must have a 6 in. male Camlock fitting on the suction port and a 6 in. female Camlock fitting on the discharge port in accordance with A-A-59326 Commercial Item Description Coupling Halves, Quick-Disconnect, Cam-Locking Type.
A.4	The Pump must be capable of transferring water containing debris up to a maximum size of 3 in. diameter.
A.5	The Pump must be self-priming.
A.6	The Pump must include replaceable sacrificial anodes to reduce corrosion from use in salt water.
A.7	The Pump must be capable of pumping liquids within a temperature range from -2°C to +30°C.
A.8	The Trash Pump System must be able to withstand storage in ambient temperatures ranging from -40°C to +60°C.

Trash Pump System Design Constraints

Item No.	Requirement
B.1	The Trash Pump System must avoid direct contact between dissimilar metals expected to cause galvanic corrosion. If such contact cannot be avoided, an insulating material must be installed between the dissimilar metals to minimize the corrosive effect. The Contractor may propose alternate methods to minimize galvanic corrosion for consideration by Canada.
B.2	The Trash Pump System must be firmly affixed to a metal skid. The skid must be fitted with two forklift pockets to accommodate eight-inch wide by four-inch thick forks the length or width of the frame, spaced approximately 24 inches apart. No part of the System should overhang outside the outer perimeter of the skid. The System must not have any sharp corners or edges which could potentially cause injury or damage to a person or object that could come in contact with any part of the System.
B.3	The Trash Pump System must include a single lifting point certified to lift the fully loaded System. Certification must be provided by a Professional Engineer licensed to practice Engineering in Canada.

STATEMENT OF WORK (SOW)
Technical Requirements

Item No.	Requirement
B.4	The Trash Pump System must be able to be safely transported via forklift pockets capable of accommodating eight-inch wide by four-inch thick forks
B.5	The Pump must have a drain to allow residual water within the pump to exit after operation.
B.6	The Pump must include replaceable wear rings that would absorb the impact of sticks, stones, and other debris before they would enter the impeller.
B.7	The Pump must be easy to disassemble for cleaning and maintenance. If any special tool is required to perform maintenance, it must be provided with the System.
B.8	The Trash Pump System must be designed and built to be tied down securely during transportation.
B.9	The Trash Pump System must be designed to dampen vibrations during operation to reduce wear and tear on the system.

Trash Pump System Engine Requirements

Item No.	Requirement
C.1	The Pump must be powered by a diesel engine that is compliant with Tier 4 emission standards as described in SOR/2005-32, Off Road Compression Ignition Engine Emission Regulations.
C.2	The Trash Pump System must have a minimum operational run time of at least 12 hours while operating at a minimum of 50% load without requiring to refuel.
C.3	The Engine must have an electric start.
C.4	The Engine must have an hour-meter to track total hours of operation.
C.5	The Engine must include monitoring, alarming, and shutdown capabilities, including at a minimum oil pressure and temperature, to avoid damage and prevent injury to operators.
C.6	The Engine must be equipped with an automatic positive air shutoff mechanism that closes the air intake..
C.7	The Engine must include a spark-arresting exhaust system that is listed as a qualified spark arrestor within the Spark Arrester Guide — Multi-position Small Engine (MSE) Volume 2. Note: A searchable database can be found at the following web link: https://www.fs.fed.us/t-d/programs/fire/spark/otc_sch.php
C.8	The Trash Pump System must include a cold weather start kit, such as glow plugs, to ensure the Engine can start and operate in ambient temperatures between -15°C to +35°C.
C.9	The Trash Pump System must include a clearly marked and easily accessible red emergency stop. The emergency stop must function in all operational situations.

STATEMENT OF WORK (SOW)
Technical Requirements

Trash Pump System Hose Requirements

Item No.	Requirement
D.1	The Trash Pump System must include 100 ft. of 6 in. inner diameter heavy-duty, oil resistant suction hose with a strainer and foot valve. The hose must be divided into 25 ft. segments with 6 in. male and female Camlock fittings at opposite ends of the hose.
D.2	The Trash Pump System must include 200 ft. of 6 in. inner diameter heavy-duty, oil resistant discharge hose. The hose must be divided into 25 ft. segments with 6 in. male and female Camlock fittings at opposite ends of the hose.
D.3	Each Suction and Discharge hose must be supplied with the following coupling halves as described below in accordance with A-A-59326 Commercial Item Description Coupling Halves, Quick-Disconnect, Cam-Locking Type: 1. One, Type IX, Class SS, Style 1 coupling half (i.e., dust cap coupling half); and 2. One, Type X, Class SS, Style 1 coupling half (i.e., dust plug coupling half).
D.4	The Suction and Discharge hoses must be thick-walled.
D.6	The Suction and Discharge hoses must have a minimum rated working pressure which exceeds the maximum rated output pressure of the Pump. Hose assemblies, including connections, must be static pressure tested at 2.0 times its rated working pressure for a minimum of 2 hours to confirm no leakage. Batch testing is acceptable if contractor provides assurance that all hoses meet the pressure test requirement.

Trash Pump System Label Plates and Product Identifiers

Item No.	Requirement
E.1	The Trash Pump System must include label plates to identify each control, switch, gauge, display, as well as safe working limits, operating capacities, and system weight.
E.2	Label plates must be written in Canadian English and French.
E.3	The Trash Pump System must indicate all hazards in Canadian English and French using warning labels or clear graphical symbols. ISO 7010, Graphical Symbols – Safety Colors and Safety Signs – Registered Safety Signs, is preferred.
E.4	The Pump must include all safety and hazardous warning labels in accordance with ISO 3864 -1:2011, Safety Colors and Safety Signs.
E.5	The Trash Pump System must have a noise warning label if the system sound pressure level is greater than 87 dBA, in accordance with Canada Occupational Health and Safety Regulations – Levels of Sound, Part VII - IPG-074.
E.6	The Trash Pump System must include Unique Identifiers on each primary equipment (e.g. diesel engine, pump, etc.). These Identifiers may be the Original Equipment Manufacturer (OEM) serial number or alternatively an industry standard unique identifier.
E.7	Each Unique Identifier must be clearly marked in a visible location on the equipment.

Task Authorization Autorisation de tâche

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

Contract Number Enter the PWGSC contract number.	Numéro du contrat Inscrire le numéro du contrat de TPSGC.
Contractor's Name and Address Enter the applicable information	Nom et adresse de l'entrepreneur Inscrire les informations pertinentes
Security Requirements Enter the applicable requirements	Exigences relatives à la sécurité Inscrire les exigences pertinentes
Total estimated cost of Task (Applicable taxes extra) Enter the amount	Coût total estimatif de la tâche (Taxes applicables en sus) Inscrire le montant

For revision only	Aux fins de révision seulement
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TA Revision Number Enter the revision number to the task, if applicable.	Numéro de la révision de l'AT Inscrire le numéro de révision de la tâche, s'il y a lieu.
Total Estimated Cost of Task (Applicable taxes extra) before the revision Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.	Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.
Increase or Decrease (Applicable taxes extra), as applicable As applicable, enter the amount of the increase or decrease to the Total Estimated Cost of Task (Applicable taxes extra) before the revision.	Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu S'il y a lieu, inscrire le montant de l'augmentation ou de la réduction du Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision.

1. Required Work: Complete sections A, B, C, and D, as required.	1. Travaux requis : Remplir les sections A, B, C et D, au besoin.
A. Task Description of the Work required: Complete the following paragraphs, if applicable. Paragraph (a) applies only if there is a revision to an authorized task. (a) Reason for revision of TA, if applicable: Include the reason for the revision; i.e. revised activities; delivery/completion dates; revised costs. Revisions to TAs must be in accordance with the conditions of the contract. See Supply Manual 3.35.1.50 or paragraph 6 of the Guide to Preparing and Administering Task Authorizations. (b) Details of the activities to be performed (include as an attachment, if applicable) (c) Description of the deliverables to be submitted (include as an attachment, if applicable). (d) Completion dates for the major activities and/or submission dates for the deliverables (include as an attachment, if applicable).	A. Description de tâche des travaux requis : Remplir les alinéas suivants, s'il y a lieu : L'alinéa (a) s'applique seulement s'il y a une révision à une tâche autorisée. (a) Motif de la révision de l'AT, s'il y a lieu : Inclure le motif de la révision c.-à.-d., les activités révisées, les dates de livraison ou d'achèvement, les coûts révisés. Les révisions apportées aux AT doivent respecter les conditions du contrat. Voir l'article 3.35.1.50 du Guide des approvisionnements ou l'alinéa 6 du Guide sur la préparation et l'administration des autorisations de tâches. (b) Détails des activités à exécuter (joindre comme annexe, s'il y a lieu). (c) Description des produits à livrer (joindre comme annexe, s'il y a lieu). (d) Les dates d'achèvement des activités principales et (ou) les dates de livraison des produits (joindre comme annexe, s'il y a lieu).

B. Basis of Payment:

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

C. Cost of Task:

Insert Option 1 or 2:

Option 1:

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

Option 2:

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

D. Method of Payment

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

B. Base de paiement :

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

C. Coût de la tâche :

Insérer l'option 1 ou 2

Option 1 :

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

Option 2 :

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

D. Méthode de paiement

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

2. Authorization(s):

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

3. Contractor's Signature

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

2. Autorisation(s) :

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

3. Signature de l'entrepreneur

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



Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

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

Security Requirements: This task includes security requirements

Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

☐

No - Non

☐

Yes - Oui

If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat



For Revision only - Aux fins de révision seulement

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

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

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

1. Required Work: - Travaux requis :

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

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

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

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

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

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

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

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

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

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

Signature

Date

Solicitation No. - N° de l'invitation
F7047-220004/C
Client Ref. No. - N° de réf. du client
F7047-220004

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
017erd
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.

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

10.	Article 5.1.1 Integrity Provisions - Declaration of Convicted Offences	Bidder must provide with its bid, if applicable, the Integrity declaration form.	Mandatory with the bid, if applicable.	
11.	Article 5.1.2 Certification of Compliance	Bidder must submit a signed and completed Certification of Compliance (Annex 2 to Part 4 of the Bid Solicitation)	Mandatory with the bid.	
12.	Article 5.2.1 Integrity Provisions - Required Documentation	Bidder must provide required information, as applicable.	Requested with the bid but not mandatory by bid closing. Must be provided prior to contract award.	
13.	Article 5.2.2 Federal Contractors Program for Employment Equity	Submit a completed Annex 1 to Part 5 of the Bid Solicitation.	Requested with the bid but not mandatory by bid closing. Must be provided prior to contract award.	
14.	Article 6.1 Insurance	Bidder must submit required information as applicable.	Requested with the bid but not mandatory by bid closing. Must be provided prior to contract award.	
15.	Article 7.5.4 Contractor's Representative	Bidders should include Contractor Representative contact information.	Best practice.	



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Canadian
Coast Guard

Garde côtière
canadienne

Integrated Technical Services



Technical Bid Evaluation Plan (TBE)

Environmental Response Equipment Modernization/Mobile Incident Command Equipment Project

6" Trash Pump System

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SECTION 1 INTRODUCTION

1.1. PURPOSE

This document defines the methodology that will be used to evaluate the technical portion of each Bid submitted in response to the Solicitation for the 6” Trash Pump System, known as Trash Pump System hereafter.

SECTION 2 TECHNICAL BID SUBMISSION GUIDELINES

2.1 GENERAL CONSIDERATIONS

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

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

Appendix A – Mandatory Criteria – Part 2 of 2, M2, M3, M4, and M5.

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

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

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

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

Item No.	Mandatory Requirement	Method of Compliance	Compliant (Yes/No)?	Initials	Bid Cross-Reference
M1	All requirements stipulated in the Statement of Work (SOW) Section 5 will be met.	The Bid must include a signed Certificate of Compliance (Appendix X of the Technical Bid Evaluation) by its authorized representative.	<i>Yes</i>	<i>JD</i>	

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

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

TECHNICAL BID EVALUATION PLAN
Technical Bid Submission Guidelines

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

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

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

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

Item No.	Mandatory Requirement	Item No.	Method of Compliance	Compliant (Y/N)?	Initials	Bid Cross-Reference
M3	The proposed Trash Pump System must operate at a minimum of 400 US gallons per minute while providing a suction lift of at least 25 ft. and a discharge head of at least 100 ft.	M3(i)	<p>The Bid must include technical data and a brief explanation that clearly demonstrates that the proposed Trash Pump System meets the following criteria:</p> <ul style="list-style-type: none">• A minimum flow rate of 400 US gallons per minute• A minimum suction lift of 25 ft.• A minimum discharge head of 100 ft. <p>*Technical data may include brochures, Data Description Sheets, or pump OEM manuals with pump curves.</p>	Yes	J.D.	Section 4 – p.88-90

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

APPENDIX A MANDATORY CRITERIA – PART 1 OF 2

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

APPENDIX A MANDATORY CRITERIA – PART 2 OF 2

Item No.	Mandatory Requirement	Item No.	Method of Compliance	Compliant (Y/N)?	Initials	Bid Cross-Reference
M2	<p>The bid must include depictions of the proposed Trash Pump System general configuration.</p> <p>The depictions must include the following:</p> <ul style="list-style-type: none"> • Trash Pump; • Diesel Engine; and • Mounting Skid 	<p>The submission must include photographs, general arrangement drawings, or brochures depicting the general configuration for the proposed Trash Pump System.</p> <p>All pictures and drawings must be submitted as a high-resolution PDF.</p> <p>Note: General arrangement drawings are considered to be engineering drawings that show the product and its components.</p>				
		M2(i)	<input type="checkbox"/> Trash Pump			
		M2(ii)	<input type="checkbox"/> Diesel Engine			
		M2(iii)	<input type="checkbox"/> Mounting Skid			
M3	<p>The proposed Trash Pump System must operate at a minimum of 400 US gallons per minute while providing a suction lift of at least 25 ft. and a discharge head of at least 100 ft.</p>	M3(i)	<p>The Bid must include technical data and a brief explanation that clearly demonstrates that the proposed Trash Pump System meets the following criteria:</p> <ul style="list-style-type: none"> • A minimum flow rate of 400 US gallons per minute • A minimum suction lift of 25 ft. • A minimum discharge head of 100 ft. <p>*Technical data may include brochures, Data Description Sheets, or pump OEM manuals with pump curves.</p>			
M4	<p>The proposed Trash Pump System must be able to pump solids up to 3 inches in diameter.</p>	M4(i)	<p>The Bid must include technical data to demonstrate compliance for M4.</p> <p>*Technical data may include brochures, Data</p>			

TECHNICAL BID EVALUATION PLAN
Mandatory Criteria – Part 2 of 2

Item No.	Mandatory Requirement	Item No.	Method of Compliance	Compliant (Y/N)?	Initials	Bid Cross-Reference
			Description Sheets, pump OEM manuals, or video.			
M5	<p>Within the last five (5) years (since June 2018), the entity or entities who will manufacture the proposed Trash Pump System must have delivered at least three (3) representative Trash Pump Systems.</p> <p>A representative Trash Pump System is defined as having the following characteristics:</p> <ul style="list-style-type: none"> • Skid or trailer mounted • A diesel engine • A minimum flow rate of 400 US gallons per minute • A minimum suction lift of 20 ft. • A minimum discharge head of 95 ft. <p>*This can be proof of one system design that has been manufactured three times or multiple system designs.</p>	M5(i)	<p>The Bid must include documentation that clearly indicates the quantity and the date of delivery/sale of the trash pump systems.</p> <p>*Documentation can include invoices, purchase orders, bill of sales, or bill of lading.</p>			

TECHNICAL BID EVALUATION PLAN
Mandatory Criteria – Part 2 of 2

Item No.	Mandatory Requirement	Item No.	Method of Compliance	Compliant (Y/N)?	Initials	Bid Cross-Reference
		M5(ii)	<p>The Bid must include technical data and a brief explanation that clearly demonstrates that the trash pump systems identified in M5(i) meet the following criteria:</p> <ul style="list-style-type: none">• Skid or trailer mounted• A diesel engine• A minimum flow rate of 400 US gallons per minute• A minimum suction lift of 20 ft.• A minimum discharge head of 95 ft. <p>*Technical data may include brochures, Data Description Sheets, or pump OEM manuals with pump curves.</p>			

Solicitation No. - N° de l'invitation
F7047-220004/C
Client Ref. No. - N° de réf. du client
F7047-220004

Amd. No. - N° de la modif.
File No. - N° du dossier
F7047-220004

Buyer ID - Id de l'acheteur
017erd
CCC No./N° CCC - FMS No./N° VME

ANNEX 2 TO PART 4 OF THE BID SOLICITATION

CERTIFICATION OF COMPLIANCE

As a Bidder, we have been given the opportunity to provide feedback on the content of the technical requirements for the 6" Skid Mounted Trash Pump (Solicitation F7047-220004/C).

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

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

Company Name of the Bidder: _____.

Name of Bidder's Authorized Representative: _____.

Signature of Bidder's Designated Authority: _____.

Date: _____.

ANNEX 1 to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

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

OR

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