



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Module de réception des soumissions - TPSGC /  
Bid Receiving Unit - PWGSC  
50 rue Victoria Street  
(Salle de courrier/Mailroom : C114)  
Gatineau  
Québec  
K1A 0C9  
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**

<b>Title - Sujet</b> EREP: Weir Skimmers	
<b>Solicitation No. - N° de l'invitation</b> F7047-220015/B	<b>Date</b> 2024-05-29
<b>Client Reference No. - N° de référence du client</b> F7047-220015	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$ERD-014-29358	
<b>File No. - N° de dossier</b> 014erd.F7047-220015	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2024-07-03</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> LeFrank, Drew	<b>Buyer Id - Id de l'acheteur</b> 014erd
<b>Telephone No. - N° de téléphone</b> (902) 483-0719 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

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

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

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## 1. Solicitation of Offers.

**1.1. Introduction.** Canada requests offers from Offerors to meet its requirements. For the convenience of Offerors, a brief description is set out below with detailed requirements in subsequent sections of this solicitation of offers. If interested and able to meet these requirements, Canada appreciates and welcomes an offer.

**1.2. Offers.** Canada is seeking offers from Offerors to provide 45m<sup>3</sup>/h and 90m<sup>3</sup>/h capacity weir skimmers to recover spilled oil in sheltered, offshore, and unsheltered waters to the Canadian Coast Guard.

**1.3. Term.** The period of the Contract is from date of Contract award to March 31, 2028 inclusive. Two additional one year option periods may be exercised to extend the contract from April 1, 2028 to March 31, 2029 inclusive, and from April 1, 2029 to March 31 2030.

**1.4. Delivery Date.** All the deliverables must be received on or before the Required By date as stated in Annex B – Basis of Payment, and Annex C – Schedule of Deliveries and Milestones.

**1.5. Delivery Points.** Delivery of the requirement will be made to delivery points specified at Annex B – Basis of Payment and Annex C – Schedule of Deliveries and Milestones of the Contract.

**1.6. Disclosure of Greenhouse Gas Emissions and Setting of Reduction Targets.** Canada is committed to achieving net-zero greenhouse gas (GHG) emissions by 2050 in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitation of offers may include the following:

- a. Evaluation criteria or other instructions in the solicitation of offers or contract documents related to measuring and disclosing your company's GHG emissions;
- b. Requested or required to join one of the following initiatives in order to submit an offer or if awarded a contract:
  - i. Canada's Net-Zero Challenge
  - ii. the United Nations Race to Zero
  - iii. the Science-based Targets Initiative
  - iv. the Carbon Disclosure Project
  - v. the International Organization for Standardization;
- c. Required to provide other evidence of your company's commitment and actions toward meeting net-zero targets by 2050.

**1.7. Phased Offer Compliance Process.** The Phased Offer Compliance Process (POCP) applies to this requirement.

## 2. Offer Requirements

**2.1. Security Requirements.** There are no security requirements associated with this solicitation of offers.

### 2.2. Environmentally Preferable Packaging - Mandatory.

- a. **Environmentally Preferable Packaging Specifications.** The Offeror must meet the environmentally preferable packaging specifications for this procurement as indicated in the Statement of Work.

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- b. **Procurement of Environmentally Preferable Plastic Products.** Canada is committed to supporting the procurement of environmentally preferable plastic products and the reduction of associated plastic packaging waste to protect the environment by integrating environmentally preferable packaging specifications, in accordance with the [Policy on Green Procurement](#) and the [Government of Canada actions on plastic waste in federal operations](#),
- c. **Packaging Material.** All packaging material related to this requirement, except for excluded material and specialized packaging as defined below, must be reusable, returnable, or recyclable in accordance with Annex Solicitation of Offers Definitions.
- d. **Excluded material.** Environmentally preferable material alternatives in packaging tape are not widely available. As a result, packaging tape is considered to be excluded from the environmentally preferable packaging specifications until the market has progressed and studies become available to determine otherwise.
- e. **Specialized packaging.** Packaging can be considered “specialized” if the intended use of the packaging requires technical performance specifications with no environmentally preferable alternatives. For example, when transporting hazardous materials, if there is a need for a specific density of materials, or if they must be temperature controlled.

### 3. Offeror Requirements.

#### 3.1. Offeror Responsibilities.

- Each Offeror must
- a. obtain any clarification it considers necessary of the solicitation of offers requirements before submitting an offer;
  - b. prepare its offer in accordance with the solicitation of offers instructions;
  - c. submit a complete offer by the closing date and time as per the instructions noted in section titled "Offer Submission";
  - d. provide a comprehensible and sufficiently detailed offer, including all requested pricing details that will enable Canada to complete its evaluation based on the solicitation of offers criteria, and
  - e. comply with all other requirements of this solicitation of offers.

**3.2. Legal Capacity.** The offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership, or a corporate body, the Offeror must provide, if requested by the Contracting Authority a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to offerors submitting an offer as a joint venture.

**3.3. Compliance with Code of Conduct.** The Offeror must comply with Canada's [Code of Conduct for Procurement](#).

**3.4. Ineligibility and Suspension Policy.** The Offeror must (i) comply with Canada's [Ineligibility and Suspension Policy](#) and applicable directives in effect on the date Canada issues the solicitation of offers, which are incorporated into the solicitation of offers, and (ii) submit an [Integrity Declaration Form](#).

#### 3.5. Conflict of Interest.

- a. **Right to Reject.** Canada may reject an offer if the Offeror, any of its subcontractors, or any of their respective employees or former employees
  - i. was involved in any manner in the preparation of the solicitation of offers or in any situation of conflict of interest or appearance of a conflict of interest, or

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ii. had access to information related to the solicitation of offers that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.

- b. **Experience Not an Unfair Advantage.** Canada will not consider any experience any Offeror has acquired by providing the goods and/or services described in the solicitation of offers (or similar goods and/or services), in itself, as conferring an unfair advantage or creating a conflict of interest.
- c. **Notification of Rejection.** If Canada intends to reject an offer under this section, the CONTRACTING AUTHORITY will inform the Offeror and provide the Offeror an opportunity to make representations.

**3.6. Federal Contractors Program for Employment Equity.** The [Federal Contractors Program for Employment Equity](#) applies to this procurement.

**3.7. Insurance.** The successful Offeror will be responsible to meet insurance requirements in accordance with the resulting contract section entitled "Insurance".

#### 4. Offer Submission.

**4.1. Offer Receipt.** Subject to provisions for delayed offers, Canada will consider only offers submitted to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 and the "Offer Submission" section of the solicitation.

**4.2. Offer Sections.** Offerors are requested to submit their offers separated into the following sections:  
 Section I: Technical Offer;  
 Section II: Financial Offer;  
 Section III: Certifications

#### 4.3. Delayed Offers.

- a. **Late Offers.** Canada will not consider offers delivered after the offer submission closing date and time, unless they qualify as a delayed offer as described below. Canada will return late offers submitted physically, and will delete late offers submitted electronically (while retaining the transaction history).
- b. **Cause of Delay.** Canada may consider an offer delivered after the solicitation of offers closing date but before Canada awards the CONTRACT if the Offeror can prove the delay is due solely to a delay in the delivery caused by the Canada Post Corporation (or the national equivalent of a foreign country). Canada will not consider delayed offers due to private couriers (Purolator Inc., FedEx Inc., etc.) misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of offers.
- c. **Evidence of Delay.** The only evidence relating to a delay in the CPC system that Canada will accept are (i) a CPC cancellation date stamp, (ii) a CPC Priority Courier bill of lading, (iii) a CPC Xpresspost label that clearly indicates that the Offeror mailed the offer before the solicitation of offers closing date, or (iv) a Canada Post Corporation Connect date and time record indicated in the Connect conversation history that clearly indicates that the Offeror sent the offer before the solicitation of offers closing date and time. Postage meter imprints are not acceptable as proof of timely mailing. For the national equivalent to the CPC in a foreign country, Canada will accept the local equivalent to these CPC documents.

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**4.4. Customs Clearance.** It is the responsibility of the Offeror to allow sufficient time to obtain Customs clearance, where required, before the offer closing date and time. Delays related to the obtaining of Customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed offer.

**4.5. Offers Submitted by Canada Post Corporation's (CPC) Connect service.**

- a. **Submission by CPC Connect.** Offerors may submit their offers by CPC [Connect](#) provided by Canada Post Corporation.
- b. **CPC Connect Address.** Unless specified otherwise in the solicitation, Offerors may submit offers by CPC Connect to:
  - i. PWGSC, National Capital Region at [tpsgc.pareceptiondessomissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessomissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca),

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an CPC Connect conversation or to send offers through an CPC Connect message if the Offeror is using its own licensing agreement for CPC Connect.

- c. **CPC Connect Requirements.**
  - i. **Submission Process.** To submit an offer using CPC Connect, the Offeror must either:
    1. send its offer directly to the specified PWGSC offer Receiving Unit, using its own licensing agreement for CPC Connect provided by CPC, or
    2. send, as early as possible, and in any case at least six business days before the solicitation closing date and time, an email that includes the solicitation number to the specified PWGSC offer Receiving Unit requesting to open an CPC Connect conversation. Canada may not answer any requests to open an CPC Connect conversation received after that time.
  - ii. **Transmission Capacity.** The CPC Connect system has the capacity to receive multiple documents, with a limit of 1GB per single message posted and a limit of 20GB per conversation.
  - iii. **CPC Connect Conversations.** If the Offeror sends an email requesting CPC Connect to the specified offer Receiving Unit in the solicitation, an officer of the offer Receiving Unit will then initiate an CPC Connect conversation. This will create an email notification from Canada Post Corporation prompting the offeror to access and action the message within the conversation. The offeror will then be able to transmit its offer.
  - iv. **Conversation Time Periods.** If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the CPC Connect conversation open for at least 30 business days after the solicitation closing date and time.
  - v. **Message Fields.** The Offeror must identify the solicitation number in the CPC Connect message field of all electronic transfers.
  - vi. **Acknowledgement of Receipt.** The offer Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the CPC Connect conversation. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if Canada is able to open the attachments or that the content is readable.
  - vii. **Canadian Mailing Address.** The use of CPC Connect requires a Canadian mailing address. Offerors that do not have a Canadian mailing address may use the offer Receiving Unit address specified in the solicitation in order to register for CPC Connect

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- d. **Use of Correct Email Address.** Offerors must ensure that they are using the correct email address for the offer Receiving Unit when initiating a conversation in CPC Connect or communicating through an CPC Connect conversation.
- e. **Errors in CPC Transmissions.** Canada will not be responsible for any failure attributable to the transmission or receipt of an offer transmitted by CPC Connect.

**4.6. Offer Submission Method Restrictions.** Canada will not accept offers submitted in any other manner.

**4.7. Discrepancies.**

- a. **Submission via CPC Connect Service.** If the Offeror provides simultaneous copies of its offer using multiple acceptable delivery methods and there is a discrepancy between the wording of any of these copies and the copy provided through CPC Connect service, the wording of the copy provided through CPC Connect service will have priority.
- b. **Submission via Other Methods.** In all other cases of discrepancy, the wording of the hard copy of the offer will have priority.

**4.8. Offer Submission Requirements.**

- a. **Authority.** Each Offeror (and each member of a Joint Venture submitting an offer) must (i) have legal capacity to contract and (ii) sign the offer by an authorized representative of the Offeror. If a Joint Venture Offeror submits an offer, the Joint Venture will be required to identify its representative chosen to act on behalf of the Joint Venture (if the Offeror has not done so in the offer, Canada will provide it a deadline to do so).
- b. **Procurement Business Number.** Each Offeror (and each member of a Joint Venture submitting an offer) must have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at [Supplier Registration Information](#).
- c. **Offer Identification.** Each Offeror must ensure that its name, its return address, the solicitation of offers number, and the solicitation of offers closing date and time are clearly visible on any envelope or parcels containing samples or any paper offer as applicable
- d. **Validity of Offers.** Offers will remain open for acceptance for a period of not less than 120 calendar days from solicitation of offers closing date, unless specified otherwise in the solicitation of offers. Canada reserves the right to seek an extension of the offer validity period from all compliant Offerors in writing, at least three calendar days before the end of the offer validity period. If all compliant Offerors agree to extend their offers, Canada will continue with the evaluation of the offers. If not all compliant Offerors extend their offers, Canada, at its sole discretion, will either continue with the evaluation of the offers of those who have accepted the extension or cancel the solicitation of offers.
- e. **Offer Language.** Offerors may submit their documents and supporting information in either English or French.
- f. **Offer Become Property of Canada.** Offers received on or before the solicitation of offers closing date and time will become the property of Canada and Canada will not return them to Offerors. Canada will treat all offers as confidential, subject to the provisions of the [Access to Information Act](#) and the [Privacy Act](#).
- g. **No Assignment of Offers.** An offer cannot be assigned or transferred in whole or in part.

**4.9. Technical Difficulties of Offer Transmission.** Despite anything to the contrary in this solicitation of offers, where an Offeror has commenced transmission of its offer through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service)

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in advance of the solicitation of offers closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Offer by the deadline, Canada may nonetheless accept the entirety of the Offer received after the solicitation of offers closing date and time, provided that the Offeror can demonstrate the following:

- a. The offeror contacted Canada in advance of the solicitation of offers closing date and time to attempt to resolve its technical difficulties; OR
- b. The electronic properties of the Offer documentation clearly indicate that all components of the Offer were prepared in advance of the solicitation of offers closing date and time.

**4.10. Completeness of the Offer.** After the closing date and time of this solicitation of offers, Canada will examine the Offer to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the offer can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Offer meets any standard or is responsive to all solicitation of offers requirements, but will be solely limited to assessing completeness. Canada will provide the Offeror with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice. The offer will be reviewed and deemed to be complete when the following elements have been submitted by the offeror:

- a. certifications or securities required at offer closing are included;
- b. offers are properly signed, that the offeror is properly identified;
- c. acceptance of the terms and conditions of the solicitation of offers and resulting contract;
- d. that all documents (including certifications, declarations and proofs) created prior to offer closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

**4.11. Provision of Documentation.** Canada will make available Notices of Proposed Procurement, solicitation of offers, and related documents for download through the Government Electronic Tendering Service. Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third Parties. Canada will not notify Offerors if it amends a Notice of Proposed Procurement, a solicitation of offers, or any related documentation. It will post all amendments (including significant enquiries received and their replies) using Government Electronic Tendering Service. Offerors are responsible for regularly consulting Government Electronic Tendering Service for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third Party.

**4.12. Offer Costs.** The Offeror is solely responsible for all costs associated with preparing, submitting, and evaluating its offer.

**4.13. Applicable Laws.** Any Contract must be interpreted and governed, and the relations between the Parties determined, by the laws in force in a Canadian province or territory. Offerors may insert the Canadian province or territory of their choice in the Offer Submission Form. If the Offeror does not include this information in the Offer Submission Form, the applicable laws will be those of Ontario, Canada.

**4.14. Entire Requirement.** The solicitation of offers documents contain all the requirements relating to the solicitation of offers; no other information or documentation is relevant. Offerors should not assume that practices used under previous solicitations of offers or contracts will continue or that the Offeror's existing capabilities meet the requirements of the solicitation of offers simply because they have met previous requirements.

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## 5. Communications.

**5.1. Communications During Solicitation of Offers Period.** To ensure the integrity of the competitive process, the Offeror must direct all questions and other communications regarding the solicitation of offers only to the CONTRACTING AUTHORITY identified in the solicitation of offers. Failure to comply may result in Canada rejecting the offer.

- a. **Period for Questions.** Offerors should submit all questions in writing no later than 5 business days before the offer closing date. Canada may not respond to questions submitted after this.
- b. **Detail of Questions.** Offerors must accurately reference the numbered item of the solicitation of offers to which the question relates and explain each question in sufficient detail to enable Canada to provide an accurate answer.
- c. **Proprietary Questions.** For any technical questions containing proprietary information, Offerors must clearly mark those questions as "proprietary". Canada will treat such questions as proprietary except where Canada determines that the question is not of a proprietary nature. Canada may edit the question(s) or may request that the Offeror revise the question(s) to eliminate the proprietary nature of the question(s) and Canada can provide the answer to all Offerors. Canada may not answer questions that are not in a form it can distribute to all Offerors.

**5.2. Offer Debriefings.** Offerors may request a debriefing on the results of the solicitation of offers process. Offerors should make such a request to the CONTRACTING AUTHORITY within 15 business days from its receipt of the results of the solicitation of offers process. Canada may provide the debriefing in writing, by telephone, or in person.

### 5.3. Offer Challenge and Recourse Mechanisms.

- a. **Challenges to Procurement Process.** Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- b. **Offer Challenge and Recourse Mechanisms.** Canada encourages suppliers to bring their concerns first 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:
  - i. Office of the Procurement Ombudsman (OPO)
  - ii. Canadian International Trade Tribunal (CITT)
- c. **Deadlines for Filing Complaints.** There are strict deadlines for filing complaints; the time periods vary depending on the particular complaint body. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## 6. Technical Proposal and Forms.

### 6.1. Technical Offer Contents.

- a. **Requirements.** Offerors should:
  - i. demonstrate their understanding of the requirements contained in the solicitation of offers;
  - ii. concisely explain how they will meet these requirements; and
  - iii. address the points that are subject to the evaluation criteria against which the Offer will be evaluated. Simply repeating a statement contained in the solicitation of offers is not sufficient.

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- b. Organization.** Offerors should address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, an Offeror may refer to different sections of its offer by identifying where it has already addressed the subject topic, by identifying the specific paragraph and page.

**6.2. Offer Submission Form.** Each Offeror is required to include the Offer Submission Form (Annex Offer Submission Form) with their offers. If Canada determines that the information required by the Offer Submission Form is incomplete or requires correction, Canada will provide the Offeror with a deadline to do so.

**6.3. Offeror Declaration Form.** Each Offeror is required to include the Offeror Declaration Form (Annex Offeror Declaration Form) in which it certifies to Canada all the information required by the Offeror Declaration. If Canada determines that the information required by the Offeror Declaration Form is incomplete or requires correction, Canada will provide the Offeror with a deadline to do so.

## **7. Financial Proposal.**

**7.1. Financial Proposal.** Offerors must submit their financial offer in accordance with Annex B Basis of Payment.

**7.2. Exchange Rate Fluctuation.** Canada is not offering exchange rate fluctuation risk mitigation for this solicitation of offer. Canada will declare any offer non-compliant if there is any indication that offer is conditional on exchange rate fluctuation protection.

## **8. Technical Evaluation.**

**8.1. Mandatory Technical Criteria.** Canada will review each offer for compliance with the mandatory technical criteria in Annex G (Technical Bid Evaluation Plan) of the solicitation of offers. Any element of the technical criteria identified specifically with the words “must” or “mandatory” is a mandatory requirement. The mandatory technical criteria as listed in Annex G are:

- M1 The Supplier must meet all requirements stipulated in Annex A (Statement of Work).
- M2 The Bidder must identify the Weir Skimmer System they propose for Configuration A.
- M3 The proposed Weir Skimmer Configuration A must be capable of pumping oil of 200,000 centistokes (cSt) in viscosity at 31 m<sup>3</sup>/h.
- M4 The Bidder or their manufacturer must have sold at least 10 of the proposed configuration A Weir Skimmer head since January 2018.
- M5 The Bidder must identify the Weir Skimmer System they propose for Configuration B.
- M6 The proposed Weir Skimmer Configuration B must be capable of pumping oil of 200,000 centistokes (cSt) in viscosity at 62 m<sup>3</sup>/h.
- M7 The Bidder or their manufacturer must have sold at least 10 of the proposed configuration B Weir Skimmer head since January 2018.

## **9. Financial Evaluation.**

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### 9.1. Financial Evaluation Criteria.

- a. 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 Annex B (Basis of Payment). Using the Items listed in Annex B:

Evaluated Price = Extended Price A + Extended Price B + Extended Price C + Extended Price D + Extended Price E

Where:

Extended Price A = Sum of the Fixed Unit Prices of Required items 1 – 5 (inclusive)

Extended Price B = Sum of the Extended Prices of Required items 6-14 (inclusive)

Extended Price C = Sum of the Extended Prices of Required items 15-17 (inclusive)

Extended Price D = Sum of the Extended Prices of Optional items 18-23 (inclusive)

Extended Price E = Average Firm Hourly Rate (24) x 1,000 hours

**9.2. Evaluation of Price.** Canada will evaluate all offers in Canadian dollars, Applicable Taxes excluded, delivery, and Canadian customs duties and excise taxes included.

**9.3. Price Justification.** If an offer is the sole compliant offer received, the Offeror must provide, on Canada's request, one or more of the following:

- a. a current published price list indicating the percentage discount available to Canada;
- b. a copy of paid invoices for the like quality and quantity of the goods, services, or both sold to other customers;
- c. a price breakdown of all costs (including labour, materials, transport, general and administrative overhead, transportation, etc.) and profit;
- d. price or rate certifications; and
- e. any other supporting documentation that Canada may request.

### 10. Evaluation Procedures.

**10.1. Assessment.** Canada will assess offers in accordance with the entire requirement of the solicitation of offers including the Technical and Financial evaluation criteria. Canada will declare any offer that fails to meet all mandatory solicitation requirements non-compliant.

#### 10.2. Conduct of Evaluation.

- a. **Support for Offer Requirements.** Canada may request information to support any offer requirement. The Offeror must address each requirement in sufficient depth to permit a complete analysis and assessment. In particular, Canada may, by written notice,
- i. seek clarification or verification as to any information provided,
  - ii. contact any references to verify any information it submitted,
  - iii. request information about the Offeror's legal status,
  - iv. conduct a survey of the Offeror's facilities,
  - v. examine the Offeror's its technical, managerial, and financial capabilities,
  - vi. correct any error in
    1. the extended pricing of offers by using unit pricing, or

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- 2. the quantities in offers to reflect the quantities stated in the solicitation of offers (and, in the case of error in the extension of prices, the unit price will govern),
  - vii. verify any information the Offeror provided, or
  - viii. interview, at the Offeror's sole cost, the Offeror, any resources it proposes to fulfill the solicitation of offers requirements or both.
- b. Compliance.** The Offeror must comply with any such request within the time specified in Canada's request. Failure to comply will render the offer non-compliant.

**10.3. Evaluation Based on Documents Provided.** Unless otherwise specified in this solicitation of offers, Canada will evaluate only the documentation provided with the offer. Canada will not consider information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the offer.

**10.4. Evaluation Team.** An evaluation team composed of representatives of Canada will evaluate the offers.

**10.5. Rights of Canada.** Canada may:

- a. reject any or all offers in response to the solicitation of offers;
- b. enter into negotiations with Offerors on any or all aspects of their offers;
- c. accept any offer in whole or in part without negotiations;
- d. cancel the solicitation at any time;
- e. reissue the solicitation;
- f. if no compliant offers are received and the requirement is not substantially modified, reissue the solicitation of offers by inviting only the Offerors who submitted an offer to resubmit within a period designated by Canada; or
- g. negotiate with the sole compliant Offeror to ensure the best value to Canada.

**10.6. Rejection of Offer.** Canada may reject an offer where:

- a. **Bankruptcy.** The Offeror is bankrupt or its activities are inoperable for an extended period;
- b. **Improper Conduct.** The Offeror or an employee or subcontractor included as part of the offer:
  - i. is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to offers on the requirement;
  - ii. based on evidence satisfactory to Canada, has committed fraud, bribery, fraudulent misrepresentation or failed to comply with laws protecting individuals against any manner of discrimination;
  - iii. based on evidence satisfactory to Canada, has conducted themselves improperly in the past;
- c. **Suspension or Termination.** The Offeror or an employee or subcontractor included as part of the offer has been suspended or terminated by Canada for default under a contract with Canada;
- d. **Poor Performance.** In Canada's opinion, the Offeror's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offeror performed the work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement;
- e. **Not Good Value.** In Canada's opinion, it does not offer good value to Canada;
- f. **Conflict of Interest.** In Canada's opinion, the Offeror is in a conflict of interest or had an unfair advantage over other Offerors. Among other things, being involved in preparing the

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solicitation or having access to information not available to other Offerors may be considered grounds for rejection, although having experience on the previous or related contracts does not, in itself, confer an unfair advantage or create a conflict of interest. Offerors who are in doubt about a particular situation should contact the CONTRACTING AUTHORITY before offer closing; or

- g. Prejudicing Integrity or Fairness - Multiple Offers from Single Offeror or Joint Venture.** Canada may apply additional scrutiny when it receives multiple offers in response to a solicitation of offers from a single Offeror or a Joint Venture. Canada may reject any offer submitted by a single Offeror or Joint Venture if their inclusion
  - i. in the evaluation has the effect of prejudicing the integrity and fairness of the process, or
  - ii. in the procurement process would distort the solicitation of offers evaluation or would not provide good value to Canada.
- h. Ability to Make Representations.** If Canada intends to reject an offer under (c) or (d), the CONTRACTING AUTHORITY will inform the Offeror and give the Offeror ten calendar days within which to make representations, before making a final decision on the offer rejection.

**10.7. Phased Offer.**

- a. Phased Offer Compliance Process.** Canada is conducting the POCP described below for this requirement.
  - i. Offeror Responsibilities.** Notwithstanding any review by Canada at Phase I or II of the POCP, Offerors are and will remain solely responsible for the accuracy, consistency and completeness of their Offers and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Offers or in responses by a Offeror to any communication from Canada.
  - ii. Offeror Acknowledgements.** The Offeror acknowledges that the reviews in phase I and II of this POCP are preliminary and do not preclude a finding in phase iii that the offer is nonresponsive, even for mandatory requirements which were subject to review in phase i or ii and notwithstanding that the offer had been found responsive in such earlier phase. Canada may deem a offer to be non- responsive to a mandatory requirement at any phase. The Offeror 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 offer responsive to the mandatory requirements that are the subject of the notice or car, and may render its offer nonresponsive to other mandatory requirements.
  - iii. Canada's Rights.** The POCP does not limit Canada's rights under the solicitation of offer nor Canada's right to request or accept any information during the solicitation period or after the solicitation of offer closing in circumstances where the solicitation of offer expressly provides for this right.
  - iv. Notice or CAR.** Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror 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 Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

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**b. Phase I – Financial Offer.**

- i. Financial Offer Review.** After the closing date and time of this solicitation of offer, Canada will examine the Offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the solicitation of offer. Canada’s review in Phase I will be limited to identifying whether any information that is required under the solicitation of offer to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is responsive to all solicitation of offer requirements.  
Canada’s review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- ii. No Financial Offer.** If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the solicitation of offer to be included in the Financial Offer, then the Offer will be considered non-responsive and will be given no further consideration.
- iii. Written Notice.** For Offers other than those described above in “No Financial Offer”, Canada will send a written notice to the Offeror (“Notice”) identifying where the Financial Offer is missing information. A Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.
- iv. Remedy Period.** The Offerors 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.
- v. Permitted Remedies.** In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer 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 Offer, 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 Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation of offer.
- vi. Prohibited Remedies.** Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror’s Offer. Information submitted in accordance with the requirements of this solicitation of offer in response to the Notice will replace, in full, only that part of the original Financial Offer as is permitted above, and will be used for the remainder of the offer evaluation process.
- vii. Phase I Final Evaluation.** Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial Offer is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.

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Only Offers found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

**c. Phase II - Technical Offer.**

- i. Technical Offer Review.** Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation of offer requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation of offer as being subject to the POCP. Mandatory technical criteria that are not identified in the solicitation of offer as being subject to the POCP, will not be evaluated until Phase III.
- ii. Written Notice or CAR.** Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Offer has failed to meet. A Offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- iii. Remedy Period.** A Offeror 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.
- iv. Eligible Mandatory Criteria.** The Offeror'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 Offeror 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 Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.
- v. Preparing Eligible Mandatory Criteria.** The Offeror'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 Offer, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror 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 Offeror's Offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this solicitation of offer.
- vi. Changes to Offer.** Any changes to the Offer submitted by the Offeror other than as permitted in this solicitation of offer, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation of offer in response to the CAR will replace, in full, only that part of the original Offer as is permitted in this Section.
- vii. Newly Submitted Information.** Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer, but will be

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considered by Canada in the evaluation of the Offer at Phase II only for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Offer 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 Offeror in response to the CAR. If so, the Offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror'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 Offer.

**viii. Phase II Final Evaluation.** Canada will determine whether the Offer is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Offeror in accordance with this Section. If the Offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.

Only Offers found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

**d. Phase III – Final Evaluation of Offer.**

**i. Final Evaluation.** In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the solicitation of offer including the technical and financial evaluation criteria.

**ii. Non-responsive Offer.** A Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation of offer.

**11. Basis of Selection.**

**11.1. Requirements.** For Canada to declare an offer compliant, the offer must comply with the requirements of the solicitation of offers and meet all mandatory technical evaluation criteria. Canada will consider the compliant offer with the lowest evaluated price for award.

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## RESULTING CONTRACT CLAUSES

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

### 1. Summary.

**1.1. Contract Summary.** The Contract is for the supply of 45m<sup>3</sup>/h and 90m<sup>3</sup>/h capacity weir skimmers to recover spilled oil in sheltered, offshore, and unsheltered waters, as described in the Statement of Work in Annex A.

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-United Kingdom Trade Continuity Agreement (Canada-UK TCA), and the Canadian Free Trade Agreement (CFTA). Procedural requirements of the other international trade agreements such as Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) will be fulfilled following compliance to the procedural requirements of the WTO-AGP.

### 2. Performance of Work.

**2.1. No Security Requirement.** There is no security requirement applicable to the Contract.

**2.2. Condition of Material.** Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the offer closing date or, if there was no offer solicitation, the date of the Contract.

### 3. Term of the Contract.

**3.1. The Contract Term.** The contract shall remain in effect until delivery of the Goods is made.

**3.2. Delivery Date.** All the deliverables must be received on or before the Required By date as stated in Annex B – Basis of Payment and Annex C – Schedule of Deliveries and Milestones.

#### 3.3. Optional Period.

- a. Option to Extend.** The Contractor grants Canada the irrevocable option(s) to extend the Contract by up to two additional 1-year period(s) under the same terms and conditions and at the prices, rates, or both stated in the Contract.
- b. Notice.** Only the Contracting Authority may exercise the option to extend by sending written notice to the Contractor at least 30 calendar days before the expiry of the Contract.

#### 3.4. Options – Goods and/or Services

- a. Grant of Option.** The Contractor agrees that Canada has the irrevocable option to acquire the goods, services or both described in Annex A - Statement of Work of the Contract under the same conditions and at the prices, rates, or both stated in the Contract.
- b. Exercise of Option.** Canada may exercise the option at any time before the expiry of the Contract by sending written notice to the Contractor. In accordance with the Notice provisions, only the Contracting Authority may exercise the option and the Contracting Authority will evidence the change, for administrative purposes only, through a contract amendment.

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**4. Delivery of Goods.**

**4.1. Delivery Obligation.** The Contractor must deliver the Goods **Delivered Duty Paid (DDP) (to the delivery locations as listed in Annex B – Basis of Payment and Annex C – Schedule of Deliveries and Milestones) Incoterms 2020.**

**4.2. Delivery and Unloading**

- a. **Unloading.** The Contractor must equip its delivery trucks with an unloading device that permits unloading at sites with no hydraulic, stationary, or other type of unloading facility.
- b. **Personnel.** When making deliveries, the Contractor must provide sufficient personnel to permit unloading of any type of vehicle without the assistance of federal government personnel.
- c. **Curbside Unloading.** At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

**4.3. Delivery Points.** Delivery of the requirement will be made to delivery point(s) specified at Annex B – Basis of Payment and Annex C – Schedule of Deliveries and Milestones of the Contract.

**4.4. Delivery Costs.** The Contractor will arrange delivery by the most direct and economical means that are consistent with Canada’s shipping practice.

**5. Task Authorization.**

**5.1. Use of Task Authorization.**

- a. The Contractor will perform some or all of the Work 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.

**5.2. Task Authorization Process.**

- a. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form" or "Task Authorization" form specified in Annex D – Task Authorization Form
- b. The task authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable bases and methods of payment as specified in the Contract.
- c. The Contractor must provide the Project Authority, within 10 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.
- d. The Contractor must not start any Work until it has received a TA authorized by the Project Authority. Any Work that the Contractor performs before it receives a TA will be done at its own risk.

**5.3. Task Authorization Limit.**

- a. **Limit.** The Project Authority may authorize individual task authorizations up to a limit of \$5,000 Applicable Taxes included, inclusive of any revisions.

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- b. **Authorization.** The Project Authority and Contracting Authority must authorize any task authorization to be issued in excess of that limit.

## 6. Transportation.

### 6.1. Transportation Costs and Carrier Liability.

- a. **Transportation Costs.** If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, the Contractor must ship using the most direct and economical means consistent with normal shipping practice. The Contractor must show these costs as a separate item on the invoice.
- b. **Transportation Carriers' Liability.** The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government determined by the Incoterms applicable to the Contract. Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

**6.2. Shipping Documentation.** When shipping goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (when stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and contract number, including the CRN and PBN. If Canada has inspected the goods at the Contractor's plant, the Contractor must attach the signed inspection voucher to the packing slip.

## 7. Inspection and Acceptance.

### 7.1. Inspection, Acceptance and Cure.

- a. **Canada's Rights.** All the Work is subject to inspection and acceptance by Canada.
- i. **Inspection and Acceptance.** Canada has the right to inspect and accept all Work. Canada's inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract.
- ii. **Rejection and Cure.** If Canada rejects any Work, it may require the Contractor to correct or replace the Work at no additional cost.

## 8. Basis of Payment.

**8.1. Basis of Payment – Fixed Price (all Work).** In consideration of the Contractor satisfactorily completing its obligations under the Contract, Canada will pay the Contractor for the Work described in the Annex A Statement of Work at a fixed price of \$(**Contracting Authority to insert the amount at Contract award**). Customs duties are included and Applicable Taxes are extra.

### 8.2. Basis of Payment-Firm Hourly Rates.

- a. Canada will pay the Contractor firm hourly rates as follows. Customs duties are included and Applicable Taxes are extra.

Firm Hourly Rate

**Contracting Authority to insert the amount at Contract award**

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\_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_

Total Estimated Cost: \$ \_\_\_\_\_

- b. Travel and Living Expenses.** Canada will reimburse the Contractor for the authorized travel and living expenses that it reasonably and properly incurs in performing the Work, at cost, without any allowance for overhead or profit, 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.

The Contractor must obtain the Contracting Authority's prior authorization for any travel. All payments are subject to government audit.

Estimated cost: \$(*Contracting Authority to insert the amount at Contract award*)

**9. Fees.**

**9.1. Limitation of Expenditure.**

- a. Total Expense.** Canada's total liability to the Contractor under the Contract must not exceed \$ [*Contracting Authority to insert the amount at Contract award*]. Customs duties are included and Applicable Taxes are extra.
- b. Modifications.** No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - i.** when it is 75% committed, or
  - ii.** four months before the contract expiry date, or
  - iii.** as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- c. Estimates.** 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.

**9.2. Invoices.**

- a. Invoice Submission.** The Contractor must submit invoices for each delivery in accordance with the Contract. Each invoice must indicate whether it covers partial or final delivery.
- b. Invoice Details.** Invoices must show:

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- i. the date, the name and address of the client department, item or reference numbers, deliverable or description of the Work, contract number, Client Reference Number , Procurement Business Number, and financial code(s);
  - ii. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - iii. deduction for holdback, if applicable;
  - iv. the extension of the totals, if applicable;
  - v. if applicable, the method of delivery together with date, case numbers and part or reference numbers, shipment charges and any other additional charges; and
  - vi. Applicable Taxes as a separate item along with corresponding registration numbers from the tax authorities. The Contractor must identify on all invoices all items that are zero-rated, exempt or to which Applicable Taxes do not apply.
- c. **Payment of Taxes.** Canada will pay Applicable Taxes. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate. The Contractor must pay Applicable Taxes, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- d. **Exemptions.** The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law.
- e. **Withholding for Non-Residents.** Canada will withhold 15 percent of the amount to pay the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada unless the Contractor obtains a valid waiver from the Canada Revenue Agency.

### 9.3. Invoicing Instructions.

- a. **Invoice Submission.** The Contractor cannot submit any invoices until all Work identified in the invoice is completed.
- b. **Invoice Distribution.** The Contractor must forward:
  - i. the invoice to the address shown on page 1 of the Contract for certification and payment.
  - ii. one copy to the Contracting Authority.

**9.4. Payment Period.** Canada will pay the Contractor's undisputed invoice amount within 30 days after receipt of invoice in acceptable form and content. In the event an invoice is not of an acceptable form and content, Canada will notify the Contractor within 15 days of receipt and the 30 day payment period will begin on receipt of a conforming invoice.

### 9.5. Late Payments.

- a. **Interest on Late Payments.** Canada will pay the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is Overdue, from the date that amount becomes Overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest payable.
- b. **Exceptions.** Canada will pay interest only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on Overdue advance payments.

**9.6. Electronic Payment of Invoices.** The Contractor accepts that Canada will use the following electronic payment instruments:

- a. Visa Acquisition Card,
- b. MasterCard Acquisition Card,

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- c. Direct Deposit (Domestic and International),
- d. Electronic Data Interchange (EDI),
- e. Wire Transfer (International Only)
- f. Large Value Transfer System (LVTS) (Over \$25M)

**9.7. Right to Set-Off.** When Canada makes a payment to the Contractor, Canada may deduct any amount payable to Canada by the Contractor under this or any other current contract.

**9.8. Taxes.**

- a. Federal government departments and agencies are required to pay Applicable Taxes.
- b. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- c. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- d. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between offer submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before offer submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- e. Tax Withholding of 15 Percent – Canada Revenue Agency.  
Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

**9.9. Customs Duties, Excise Taxes and Applicable Taxes.** The Contractor is responsible for customs clearance of any tools, equipment, or spare parts that it or any subcontractor imports into Canada to perform the Work. The Contractor is responsible for any applicable taxes or duties payable to the Canada Border Services Agency.

**10. Method of Payment.**

**10.1. Multiple Payments (Items 1, 20-23).** Canada will pay the Contractor upon completion and delivery of units if:

- a. the Contractor has properly submitted an accurate and complete invoice along with any other necessary documents,
- b. Canada has verified all such documents, and
- c. Canada has accepted the Work delivered.

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- d. the Contractor has properly submitted an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment along with any other necessary documents,

**10.2. Milestone Payments – Subject to Holdback - Weir Skimmer Packages (Items 2-19).** Canada will make milestone payments in accordance with the Schedule of Milestones, up to 98% percent of the amount claimed and approved by Canada if

- a. the Contractor has properly submitted an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment along with any other necessary documents,
- b. the total amount for all milestone payments does not exceed 100% percent of the total amount to be paid under the Contract,
- c. the parties' authorized representatives have signed all the certificates appearing on form [PWGSC-TPSGC 1111](#), and
- d. the Contractor has completed, and Canada has accepted, all Work associated with the milestone and any applicable deliverable.

**10.3. Payment of Balance.** Canada will pay the balance owing upon delivery of all final Documentation required under the Contract (Annex C – Schedule of Deliveries and Milestones - Item 5 – Documentation), provided that such final DIDs have been accepted by Canada and that a final claim for the payment is submitted.

For clarity and notwithstanding paragraph (10.1) above, payments will not be subject to the Holdback once all final DIDs (Annex C – Schedule of Deliveries and Milestones – Item 5 – Documentation) have been delivered and accepted by Canada.

**10.4. Schedule of Milestones.**

Canada will make milestone payment as follows:

Milestone No.	Description or "Deliverable"	Firm Amount	Due Date or "Delivery Date"
1	Quality Assurance Report <sup>1</sup> (DID-SE-04a/b)	30% of Weir Skimmer Package Unit Price	As per Annex C – Schedule of Deliveries and Milestones
2	Weir Skimmer Delivery	65% of Weir Skimmer Package Unit Price	As per Annex C – Schedule of Deliveries and Milestones
3	Documentation Hard Copies <sup>2</sup>	5% of Weir Skimmer Package Unit Price	As per Annex C – Schedule of Deliveries and Milestones

<sup>1</sup> Quality Assurance Report is the final version of DID-SE-04a or DID-SE-04b accompanying each Weir Skimmer Package (See Annex A, Appendix 1 – Contract Data Requirements List)

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<sup>2</sup> Documentation Hard Copies are the Contract DID requirements to be included with each Weir Skimmer delivery including: DID-SE-05-a/DID-SE-05b, DID-TM-01a/DID-TM-01b, DID-TM-05a/DID-TM-05b (See Annex A, Appendix 1 – Contract Data Requirements List)

## 11. Warranties.

### 11.1. Warranty.

- a. **General Warranty.** The Contractor states that the Work will be new, conform to the Specifications, and be free from defects in design, material and workmanship during the longer of Contractor's standard warranty period and 12 months after Canada accepts the Work (the "Warranty Period").
- b. **Government Property.** With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.
- c. **Replacement or Repair.** Upon Canada's request during the Warranty Period the Contractor at its expense, must replace or repair any nonconforming or defective goods within 5 days or such other time as specified by Canada.
- d. **Defective or Non-conforming Work.** The Work or any part of the Work found to be defective or non-conforming, will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be paid the fair and reasonable Cost (including reasonable travel and living expenses) incurred in so doing, with no allowance for profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.
- e. **Transportation Costs.** Canada must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant. The Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.

**11.2. Extension of Warranty.** The Contractor must automatically extend the Warranty Period by the duration of any period or periods where the Work is unavailable for use by Canada or Canada cannot use the Work because of a defect or non-conformance during the original Warranty Period. The warranty applies to any part of the Work repaired, replaced or otherwise made good, for the greater of:

- a. the Warranty Period remaining, including the extension, or
- b. 90 days or such other period as the Parties may specify for that purpose.

## 12. Ownership and Risk of Loss.

### 12.1. Ownership basis

- a. **Transfer of Ownership to Canada.** Unless provided otherwise, the Work or any part of the Work belongs to Canada after acceptance by or on behalf of Canada.
- b. **Partial Payments.** However, if any payment is made to the Contractor for or on account of any work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

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**12.2. Risk of Loss.** Despite any transfer of ownership, the Contractor is responsible for any loss or damage the Contractor or its subcontractor causes to the Work or any part of the Work in accordance with the Contract.

**12.3. Title.** Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

### **13. Government Property.**

**13.1. Care of Property.** The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

### **14. Accounts and Audit.**

#### **14.1. Accounts and Records.**

- a. **Requirement to Keep Records.** The Contractor must maintain complete and accurate records of the estimated and actual cost of the Work, to enable Canada to determine whether the Contractor has performed the Work, the price charged for the Work is in accordance with the Contract terms and Canada has achieved best value.
- b. **Types of Records.** Such records include all tender calls, quotations, contracts, correspondence, source documents for accounting entries such as Excel or other spread sheets in numeric and machine readable form (not PDF copies), books and ledgers of initial accounting entries, work sheets, spreadsheets and other documentation supporting cost allocations, computations, reconciliations and assumptions made by the Contractor in relation to the Contract. The Contractor can only use copies if originals are unavailable due to unusual circumstances, such as fire, flood or theft.
- c. **Accounting System.** The Contractor must establish and maintain an accounting system that enables Canada to readily identify these records.
- d. **Availability of Records.** The Contractor must make these records available on request, for examination by Canada, or by Canada's representatives during normal business hours at the Contractor's office or place of business. If no such location is available, then the Contractor must make financial records, with the supporting or underlying documents and records, available for examination at a time and location that is convenient for Canada.
- e. **Retention of Records.** The Contractor must maintain such records, and Canada and its authorized representatives may examine such records, at all times during the period of this Contract and until the later of seven years after final payment and the settlement of all outstanding claims and disputes. Should an examination reveal any overpayments by Canada, these will be claimed by Canada and immediately repaid by the Contractor.
- f. **Review by Canada.** Canada and its authorized representatives may examine, and make copies of, or extract from, all such records in whatever form they may be kept, relating to or pertaining to this Contract, including but not limited to those kept by the Contractor, its employees, agents, successors, and subcontractors.
- g. **Full Compliance.** The Contractor must ensure that all subcontractors and affiliates comply with the requirements of this clause.

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## 15. Insurance.

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

## 16. Certifications and Additional Information.

**16.1. Compliance with Certifications.** Unless specified otherwise, the Contractor will be in default if it does not continuously comply with the certifications it provided in its offer or before contract award or if the Contractor does not provide evidence about its compliance when requested by the Contracting Authority. Canada may verify the Contractor's certifications throughout the Contract Period.

**16.2. Compliance with Laws.** The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.

**16.3. Compliance with Code of Conduct.** The Contractor must comply with the [Code of Conduct for Procurement](#).

**16.4. Contingency Fees.** The Contractor certifies and agrees that it has not paid and will not pay, directly or indirectly, any contingency fee for the solicitation, negotiation or obtaining of the Contract to any person (including, without limitation any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#)), other than an employee of the Contractor acting in the normal course of the employee's duties. In this section:

- a. contingency fee means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract; and
- b. "person" included any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#) 1985, c. 44 (4th Supplement).

**16.5. No Bribe.** The Contractor certifies that it has not and will not offer, promise, give or pay any bribe, gift, benefit, or other inducement directly or indirectly to any official or employee of Canada or to any member of their family, in order to influence the issuance or administration of the Contract.

**16.6. No Influence; No Financial Interest.** The Contractor must not influence, seek to influence, or otherwise take part in any decision of Canada that might further the Contractor's own interests. The Contractor must have no financial interest in the business of any third party that causes or would appear to cause a conflict of interest in connection with the performance of the Work. The Contractor must immediately declare any such financial interest to the Contracting Authority.

**16.7. No Conflict.** The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in its performance of the Contract. If the Contractor becomes aware of any matter that causes or is likely to cause such a conflict, the Contractor must immediately disclose it to the Contracting Authority. If the Contracting Authority is of the reasonable opinion that such a conflict exists, it may either (i) require the Contractor to take steps to deal with the conflict or (ii) terminate the Contract for default. In this section, "conflict" means any matter, circumstance, interest, or activity affecting the Contractor, its personnel, or its subcontractors, that may impair or may appear to impair its ability to perform the Work diligently and independently.

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**16.8. Ethics Codes for Public Service.** The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of interest Act](#), the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct or indirect benefit from the Contract.

**16.9. Integrity Provisions.** The Contract incorporates the *Ineligibility and Suspension Policy* and all related Directives incorporated by reference into the solicitation of offers on its closing date, and form a binding part of the Contract. The Contractor must comply with the provisions of the *Ineligibility and Suspension Policy* and Directives, found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

**16.10. Federal Contractors Program for Employment Equity - Default by the Contractor.** The Contractor 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 throughout the Contract Period. If the AIEE becomes invalid, Canada will add the name of the Contractor to the "FCP Limited Eligibility to Offer" list. The imposition of such a sanction by ESDC will result in the Contractor being in default.

**16.11. Invoice Submittal Certification.** By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

**16.12. Compliance with On-site Rules.** The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies, or other rules in force at the site where the Work is performed.

**16.13. Electrical equipment.** The Contractor must ensure that all electrical equipment that it supplies is certified or approved for use, before delivery, in accordance with the Canadian Electrical Code, Part 1, by a certification organization accredited by the Standards Council of Canada.

**16.14. Shipment of Dangerous Goods/Hazardous Products.** The Contractor must label and ship dangerous goods/hazardous products falling within the [Transportation of Dangerous Goods Act](#), 1992, c.34 and the [Hazardous Products Act](#), R.S.C. 1985, c. H-3 and their regulation(s) in accordance with the said Acts and regulation(s) accompanied by the required safety data sheet(s) completed in both English and French.

## **17. International Sanctions.**

**17.1. Sanctions Limitations.** Canada cannot accept delivery of goods or services that originate, directly or indirectly, from the countries or persons subject to [economic sanctions](#).

### **17.2. Contractor Obligations.**

- a. The Contractor must:
  - i. not supply to the Government of Canada any goods or services that are subject to economic sanctions,
  - ii. comply with changes to the regulations imposed during the Contract Period, and
  - iii. immediately advise Canada if it is unable to perform the Work because of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services.

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- b. If the Parties cannot agree on a workaround plan, Canada will terminate the Contract for convenience.

## 18. Anti-forced Labour Requirements.

**18.1. Contractor's Statement.** The Contractor states that the Work is not mined, manufactured, or produced wholly or in part by forced labour. In performing the Contract and regardless of who acts as an importer, the Contractor must not, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited under ss. 136(1) of the Customs Tariff Act and tariff item No. 9897.00.00 of the [Customs Tariff](#) – Schedule (as amended from time to time), because it is mined, manufactured, or produced wholly or in part by forced labour.

**18.2. Effect of Tariff Classification Determination or Investigation.** If a tariff classification determination is made under the Customs Act that the importation of the Work or any part of the Work is prohibited, the Contractor must immediately so notify the Contracting Authority. If the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the [Customs Tariff](#) – Schedule as mined, manufactured, or produced wholly or in part by forced labour, Canada may immediately terminate the Contract for default. If the Contractor is aware that the Work, or any part of it, is being or has been investigated regarding whether it is prohibited from entry under to tariff item No. 9897.00.00, the Contractor must immediately notify the Contracting Authority of that investigation.

**18.3. Canada's Reasonable Grounds for Termination.** If Canada has reasonable grounds to believe the Work was or is mined, manufactured, or produced in whole or in part by forced labour or was or is linked to human trafficking, Canada may terminate the Contract for default. Reasonable grounds for making such a determination may include

- a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the [US Trade Facilitation and Trade Enforcement Act](#) (TFTEA) of 2015, or
- b. Credible evidence from a reliable source.

**18.4. Contractor's Conviction in Canada of Specified Offences.** Canada may terminate the Contract for default if the Contractor has, in the past three years, been convicted of any of the following offences under the [Criminal Code](#) or the [Immigration and Refugee Protection Act](#):

- a. **Criminal Code.**
  - i. section 279.01 (Trafficking in persons),
  - ii. section 279.011 (Trafficking of a person under the age of eighteen years),
  - iii. subsection 279.02(1) (Material benefit - trafficking),
  - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years),
  - v. subsection 279.03(1) (Withholding or destroying documents - trafficking),
  - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years), or
- b. **Immigration and Refugee Protection Act.**
  - i. section 118 (Trafficking in persons).

**18.5. Contractor's Conviction Abroad of Similar Offences.** If the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in the immediately preceding paragraph entitled Contractor's Conviction in Canada of Specified Offences, Canada may immediately terminate the Contract for default.

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**18.6. Determination of Similarity of Offences.** For the purposes of determining whether a foreign offence is similar to a listed offence, Canada will take into account the following factors:

- a. in the case of a conviction, whether the court acted within its jurisdiction,
- b. whether the Contractor was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction,
- c. whether the court's decision was obtained by fraud, or
- d. whether the Contractor was entitled to present to the court every defence that the Contractor would have been entitled to present if the proceeding had been tried in Canada.

**18.7. Representations from Contractor.** If Canada intends to terminate the Contract under this section, Canada will so inform the Contractor and give the Contractor an opportunity to make written representations before making a final decision. Unless Canada establishes a different deadline, the Contractor must submit such written representations within 30 calendar days from receiving Canada's notice of concern.

## 19. Termination and Suspension.

### 19.1. Termination for Convenience.

- a. **Right to Terminate.** Canada may terminate the Contract for convenience in whole or in part by giving written notice to the Contractor. The termination for convenience will take effect immediately or at the time specified in the termination notice.
- b. **Effect of Termination.** Upon termination for convenience of the Contract
  - i. the Contractor must comply with the requirements of the termination notice; or
  - ii. if Canada terminates the Contract in part only, the Contractor must proceed to complete any part of the Work that is not part of the termination notice.
- c. **Payments.** Canada will pay the Contractor
  - i. according to the Basis of Payment, for any part of the Work delivered, inspected, and accepted whether completed before, or after the termination in accordance with the Contract;
  - ii. Costs incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the Work commenced, but not completed, before the date of the termination notice; and
  - iii. Costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
- d. **Maximum Payment.** The total of the amounts, which Canada may pay the Contractor under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
- e. **Acknowledgments.**
  - i. **Claims.** The Contractor will have no claim for damages, compensation, loss of profit, interest, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides;
  - ii. **Anticipated Profits.** The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and

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**iii. Repayments.** The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

## 19.2. Termination on Default.

- a. Right to Terminate.** Canada may, by giving written notice to the Contractor, terminate the Contract or any part of the Contract if the Contractor
- i.** fails to perform any term of the Contract, or
  - ii.** becomes bankrupt, makes an assignment for the benefit of creditors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor.
- b. Effect of Termination.**
- i.** For (a)(i) above, the termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
  - ii.** For (a)(ii) above, the termination will take effect immediately.
  - iii. No Further Payment.** If Canada terminates the Contract for default, the Contractor will have no claim for further payment except as provided in this section;
  - iv. Payment of Outstanding Amounts.** The Contractor must immediately pay Canada any amounts paid by Canada, including milestone payments, and 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;
  - v. Refund of Advance Payments.** The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination; and
  - vi. Completed Parts of the Work.** Upon termination of the Contract for default, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
    - 1.** the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
    - 2.** the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

## 20. General Provisions.

**20.1. Status of Contractor.** The Contractor is an independent contractor engaged by Canada to perform the Work. The Contract does not create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel are an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

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**20.2. Entire Agreement.** The Contract and the offer document are the entire agreement between the Parties and supersedes all previous negotiations, communications and agreements.

**20.3. Amendment.**

- a. Amendments to the Contract must be in writing and signed by the Parties.
- b. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in writing and signed by the Parties.

**20.4. Counterparts.** The Parties may execute the Contract in several counterparts, each of which is an original and all of which constitute one single agreement between the Parties.

**20.5. Assignment.**

- a. The Contractor may only assign this agreement if
  - i. Canada agrees to the assignment in writing; and
  - ii. the Contractor remains responsible for the assignee's performance.
- b. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.

**20.6. Applicable Laws.** The laws in force in Ontario, Canada will govern the Contract and the relations between the Parties and be used to interpret the Contract. The Contractor must comply with all laws applicable to the performance of the Contract and provide evidence of compliance with those laws to Canada if requested by the Contracting Authority.

**20.7. Dispute Resolution.**

- a. **Open Communication Between Parties.** The Parties agree to maintain open and honest communication about the Work during and after the period of the Contract.
- b. **Parties' Cooperation.** The Parties agree to consult and co-operate with each other to further the objectives of the Contract. They will promptly notify each other of, and attempt to resolve, any problems or differences that may arise.
- c. **Alternative Dispute Resolution.** If the Parties cannot resolve a dispute through consultation and cooperation, they will consult a neutral third party that offers alternative dispute resolution services.
- d. **Dispute Resolution Options.** Parties can find alternative dispute resolution options on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

**20.8. Powers of Canada.** All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

**20.9. Time of the Essence.** It is essential that the Contractor deliver or perform the Work within or at the time stated in the Contract.

**20.10. Excusable Delay.**

- a. **Definition of Excusable Delay.** A delay in the performance by the Contractor or Canada of any obligation under the Contract that is caused by an event that
  - i. is beyond the reasonable control of the party,
  - ii. could not reasonably have been foreseen,
  - iii. could not reasonably have been prevented by means reasonably available to the party, and

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iv. occurred without the fault or neglect of the party, is an "Excusable Delay" if the party advises the other party's Contracting Authority or Contractor's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the party becomes aware of it. The party must also advise the other, within 15 Business Days, of all the circumstances relating to the delay and provide to the Contracting Authority or Contractor's Representative for approval a clear Workaround plan explaining in detail the steps that the party proposes to take in order to minimize the impact of the event causing the delay.

- b. **Postponement of Delivery.** Either party will postpone for a reasonable time any delivery date or another date directly affected by an Excusable Delay. Any postponement will not exceed the duration of the Excusable Delay.
- c. **Right to Terminate.** However, if an Excusable Delay has continued for 30 days or more, the party may terminate the Contract on written notice to the other party. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- d. **Liability for Costs Incurred.** Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents because of an Excusable Delay.

**20.11. Priority of Documents.** If there is a conflict 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. these Articles of Agreement;
- b. Annex Contract Definitions;
- c. Annex A - Statement of Work;
- d. Annex B - Basis of Payment;
- e. the Contractor's offer dated \_\_\_\_\_

## 21. Authorities.

### 21.1. Contracting Authority.

- a. The Contracting Authority for the Contract is:  
Drew LeFrank  
Tel.: (902)483-0719  
E-mail: Drew.LeFrank@tpsgc-pwgsc.gc.ca  
Address: 11 Laurier St, Gatineau, QC, K1A 0S5  
Department Name:  
Public Works and Government Services Canada  
Acquisitions Branch  
Marine Navigation and Remediation Division
- b. The Contracting Authority is responsible for the management of the Contract and must authorize in writing any changes to the Contract. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

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### 21.2. Project Authority.

- a. The Project Authority for the Contract is: **{ | to be announced upon contract award**  
Tel:  
E-mail:  
Address:  
Department Name: **}**
- b. The Work is for a department or agency. The Project Authority represents that department or agency. The Project Authority is responsible for all matters concerning the technical content of the Work under the Contract. The Contractor may discuss technical matters with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Only the Contracting Authority can issue a contract amendment to make changes to the scope of the Work.

### 21.3. Contractor's Representative.

- a. The Contractor's Representative for the Contract is: **{ | CONTRACTOR REPRESENTATIVE NAME**  
Tel:  
E-mail:  
Address:
- b. Delivery follow-up contact: **CONTRACTOR REPRESENTATIVE NAME**  
Tel:  
E-mail:  
Address: **}**

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## Annex Solicitation of Offers Definitions

In this solicitation of offers, unless the context otherwise requires, the following terms have the following meanings.

**"Articles of Agreement"** means the clauses and conditions incorporated in full text to form the body of the Contract; it does not include the annexes, the Contractor's offer or any other document;

**"Canadian Good"** means a good that is wholly manufactured or originated in Canada. Canada may also consider a product that contains imported components to be a Canadian Good for the purpose of the Canadian Content Policy when it has undergone sufficient change in Canada in a manner that satisfies the definition specified under the [Canada-United States-Mexico Agreement \(CUSMA\)](#) Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is replaced with "Canada". (Consult [Section 3.130](#) and [Annex 3.6 of the Supply Manual](#) for further information.)

**"Canadian Service"** means a service provided by an individual based in Canada. If a requirement consists of only one service provided by two or more individuals, Canada will consider the service to be a Canadian Service if a minimum of 80 percent of the total offer price for the service is provided by individuals based in Canada.

**"Variety of Goods"** means that if a requirement consists of more than one good, Canada will apply one of the following methods:

- a. Aggregate evaluation: No less than 80 percent of the total offer price must consist of Canadian Goods, or
- b. Item-by-item evaluation: In some cases, Canada may conduct the offer evaluation on an item-by-item basis and award contracts to more than one Offeror. In such a case, Canada will ask the Offeror to identify separately each item that meets the definition of Canadian Goods.

**"Variety of Services"** means that if a requirement consists of more than one service, a minimum of 80 percent of the total offer price must be provided by individuals based in Canada.

**"Mix of Goods and Services"** means that if a requirement consists of a mix of goods and services, no less than 80 percent of the total offer price must consist of Canadian Goods and Canadian Services.

For more information on how to determine the Canadian Content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

**"Other Canadian Goods and Services"** means Canada may consider textiles to be Canadian Goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

**"Client"** means the department or agency for which the Work is performed;

**"Contracting Authority"** means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

**"Contractor"** means the person, entity or entities named in the Contract to supply goods, services, or both to Canada;

**"Contract Price"** means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

**"Cost"** means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the solicitation of offers or, if there was no solicitation of offers, the date of the Contract;

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**“Date of payment”** means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

**“Excluded Material”** refers to packaging tape - environmentally preferable material alternatives for packaging tape are not widely available. As a result, packaging tape is excluded from the environmentally preferable packaging specifications until the market has progressed and studies become available to determine otherwise;

**“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;

**“Joint Venture”** means an association of two or more Parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to offer together on a requirement;

**“Lump Sum Payment”** means the payment which 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;

**“Net-Zero Challenge or Equivalent”** means the following accepted initiatives are deemed equivalents to the Net-Zero Challenge, ‘United Nations Race to Zero’ or ‘Science-Based Targets Initiative (SBTI)’ or ‘Carbon Disclosure Project (CDP)’ or ‘International Organization for Standardization (ISO) – ISO 14064-1:2018’

**“Offeror”** means the person or entity (or, in the case of a Joint Venture, the persons or entities) submitting an offer. An Offeror can be a sole proprietorship, corporation, a partnership, a Joint Venture or a natural person;

**“Packaging”** means product to be used for the containment, protection, handling, delivery, storage, transport and presentation of goods. (Source: [ISO 21067-1:2016, Clause 2.1.1](#));

**"Party"** means Canada, the Contractor, or any other signatory to the Contract, and **"Parties"** means all of them;

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

**“Recyclable”** means capable of being diverted from the waste stream through available processes and programs and can be collected, sorted, processed and returned to use in the form of raw materials or products. (Source: [CAN/CSA-ISO 14021, Clause 7.7.1](#));

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**“Recyclable packaging”** means packaging or a packaging component is recyclable if its successful post consumer collection, sorting, and recycling is proven to work in practice and at scale. This means that there is an existing (collection, sorting and recycling) system in place that actually recycles the packaging and that covers significant and relevant geographical areas as measured by population size. (Source: adapted from the [New Plastics Economy Global Commitment](#));

**“Returnable (to the Contractor)”** means there is an existing and functional program in place for the packaging to be returned to the Contractor to reuse, refill, or recycle at no additional cost to the client;

**“Reusable (by Canada)”** means designed to be used multiple times for the same purpose without losing its original functionality, physical capability or quality. A characteristic of a product or packaging that has been conceived and designed to accomplish within its life cycle a certain number of trips, rotations or uses for the same purpose for which it was conceived. (Source: [CAN/CSA-ISO 14021, Clause 7.12.1.1](#));

**"Security Deposit"** means (a) a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or (b) a government guaranteed bond; or (c) an irrevocable standby letter of credit, or (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

**"Approved Financial Institution"** means (a) any corporation or institution that is a member of the Canadian Payments Association (Payments Canada); (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law; (c) a credit union as defined in paragraph 137(6) of the [Income Tax Act](#); (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or (e) the Canada Post Corporation;

**"Government-guaranteed Bond"** means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is: (a) payable to bearer; (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the [Domestic Bonds of Canada Regulations](#); (c) registered in the name of the Receiver General for Canada;

**"Irrevocable Standby Letter of Credit"** (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf, (i) will make a payment to or to the order of Canada, as the beneficiary; (ii) will accept and pay bills of exchange drawn by Canada; (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with; (b) must state the face amount which may be drawn against it; (c) must state its expiry date; (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his or her office; (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit; (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association

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(Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer;

**“Specialized packaging”** means packaging can be considered “specialized” if the intended use of the packaging requires technical performance specifications with no environmentally preferable alternatives. For example, when transporting hazardous materials, if there is a need for a specific density of materials, or if they must be temperature controlled;

**"Specifications"** means the description of the essential, functional, or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

**"Work"** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

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## Annex Contract Definitions

In the Contract, unless the context otherwise requires, the following terms have the following meanings.

**"Applicable Taxes"** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada.

**"Articles of Agreement"** means the clauses and conditions incorporated in full text to form the body of the Contract; it does not include the annexes, the Contractor's offer or any other document.

**"Average Rate"** means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made.

**"Bank Rate"** means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

**"Canada", "His Majesty" or "the Government"** means His Majesty the King in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

**"Canadian Good"** means a good that is wholly manufactured or originated in Canada. Canada may also consider a product that contains imported components to be a Canadian Good for the purpose of the Canadian Content Policy when it has undergone sufficient change in Canada in a manner that satisfies the definition specified under the [Canada-United States-Mexico Agreement \(CUSMA\)](#) Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is replaced with "Canada". ([Consult Section 3.130 and Annex 3.6 of the Supply Manual for further information.](#))

**"Canadian Service"** means a service provided by an individual based in Canada. If a requirement consists of only one service provided by two or more individuals, Canada will consider the service to be a Canadian Service if a minimum of 80 percent of the total offer price for the service is provided by individuals based in Canada.

**"Variety of Goods"** means that if a requirement consists of more than one good, Canada will apply one of the following methods:

- a. Aggregate evaluation: No less than 80 percent of the total offer price must consist of Canadian Goods, or
- b. Item-by-item evaluation: In some cases, Canada may conduct the offer evaluation on an item-by-item basis and award contracts to more than one Offeror. In such a case, Canada will ask the Offeror to identify separately each item that meets the definition of Canadian Goods.

**"Variety of Services"** means that if a requirement consists of more than one service, a minimum of 80 percent of the total offer price must be provided by individuals based in Canada.

**"Mix of Goods and Services"** means that if a requirement consists of a mix of goods and services, no less than 80 percent of the total offer price must consist of Canadian Goods and Canadian Services.

For more information on how to determine the Canadian Content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

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**"Other Canadian Goods and Services"** means Canada may consider textiles to be Canadian Goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

**"Contract"** means the Articles of Agreement, the terms and conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.

**"Contractor"** means the person, entity or entities named in the Contract to supply goods, services or both to Canada.

**"Contract Price"** means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes.

**"Contract Period"** means the entire period of time during which the Contractor is obliged to perform the Work, which includes initial Contract Period and the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

**"Cost"** means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the solicitation of offers or, if there was no solicitation of offers, the date of the Contract.

**"Date of payment"** means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract.

**"Excluded Material"** refers to packaging tape - environmentally preferable material alternatives for packaging tape are not widely available. As a result, packaging tape is excluded from the environmentally preferable packaging specifications until the market has progressed and studies become available to determine otherwise.

**"Government Property"** means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract.

**"Net-Zero Challenge or Equivalent"** means the following accepted initiatives are deemed equivalents to the Net-Zero Challenge, 'United Nations Race to Zero' or 'Science-Based Targets Initiative (SBTI)' or 'Carbon Disclosure Project (CDP)' or 'International Organization for Standardization (ISO) – ISO 14064-1:2018'

**"Overdue"** means an amount that is unpaid on the first day following the day on which it is due and payable according to the Contract.

**"Packaging"** means product to be used for the containment, protection, handling, delivery, storage, transport and presentation of goods. (Source: [ISO 21067-1:2016, Clause 2.1.1](#)).

**"Party"** means Canada, the Contractor, or any other signatory to the Contract and **"Parties"** means all of them.

**"Recyclable"** means capable of being diverted from the waste stream through available processes and programs and can be collected, sorted, processed and returned to use in the form of raw materials or products. (Source: [CAN/CSA-ISO 14021, Clause 7.7.1](#)).

**"Recyclable packaging"** means packaging or a packaging component is recyclable if its successful post consumer collection, sorting, and recycling is proven to work in practice and at scale. This means that there is an existing (collection, sorting and recycling) system in place that actually recycles the packaging and that covers significant and relevant geographical areas as measured by population size. (Source: adapted from the [New Plastics Economy Global Commitment](#)).

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**“Returnable (to the Contractor)”** means there is an existing and functional program in place for the packaging to be returned to the Contractor to reuse, refill, or recycle at no additional cost to the client.

**“Reusable (by Canada)”** means designed to be used multiple times for the same purpose without losing its original functionality, physical capability or quality. A characteristic of a product or packaging that has been conceived and designed to accomplish within its life cycle a certain number of trips, rotations or uses for the same purpose for which it was conceived. (Source: [CAN/CSA-ISO 14021, Clause 7.12.1.1](#)).

**"Security Deposit"** means (a) a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or (b) a government guaranteed bond; or (c) an irrevocable standby letter of credit, or (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board.

**"Approved Financial Institution"** means (a) any corporation or institution that is a member of the Canadian Payments Association (Payments Canada); (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law; (c) a credit union as defined in paragraph 137(6) of the [Income Tax Act](#); (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or (e) the Canada Post Corporation.

**"Government-guaranteed Bond"** means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is: (a) payable to bearer; (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the [Domestic Bonds of Canada Regulations](#); (c) registered in the name of the Receiver General for Canada.

**"Irrevocable Standby Letter of Credit"** (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf, (i) will make a payment to or to the order of Canada, as the beneficiary; (ii) will accept and pay bills of exchange drawn by Canada; (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with; (b) must state the face amount which may be drawn against it; (c) must state its expiry date; (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his or her office; (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit; (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

**“Specialized packaging”** means packaging can be considered “specialized” if the intended use of the packaging requires technical performance specifications with no environmentally preferable

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alternatives. For example, when transporting hazardous materials, if there is a need for a specific density of materials, or if they must be temperature controlled.

"**Specifications**" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met.

"**Work**" means all the activities, services, goods, equipment, matters and things that the Contractor is required to do, deliver or perform under the Contract.

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## Annex Offer Submission Form

### 1. Offeror's Full Legal Name

The Offeror is the person or entity (or, for a Joint Venture, the persons or entities) submitting the proposal. Offerors who are part of a corporate group should identify the corporation that is the actual Offeror.

**Offeror's Full Legal Name**

### 2. Offeror's Procurement Business Number (PBN)

If the PBN does not match the Offeror's legal name, the Offeror will be determined based on the legal name provided, not based on the PBN, and the Offeror will be required to submit the PBN that matches its legal name.

**PBN is not required at Offer closing, but required prior to contract award.**

**Offeror's Procurement Business Number (PBN)**

### 3. Identification of Joint Venture Parties

For a proposal submitted on behalf of a Joint Venture, provide the information or indicate "N/A" if not applicable. If a contract is awarded to a Joint Venture, all members of the Joint Venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

**Name(s) of Joint Venture Member**


**PBN(s) of Joint Venture Member**


**Authorized Representative of the Offeror**

Name

Title

Telephone Number

Fax Number

Email

**Name of the Joint Venture, if applicable**

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<b>4. Applicable Laws</b>	
Offerors may substitute the applicable laws of another Canadian province or territory by deleting the name of the specified jurisdiction and inserting the name of the province or territory of their choice. If the Offeror has not made a change, the Offeror acknowledges its acceptance of the jurisdiction specified in this offer solicitation.	
<b>Applicable Laws</b>	
<b>5. Electronic Payments</b>	
The Offeror accepts the following payments (please check all that apply):	
<input type="checkbox"/> VISA Acquisition Card <input type="checkbox"/> MasterCard Acquisition Card <input type="checkbox"/> Direct Deposit (Domestic and International) <input type="checkbox"/> Electronic Data Interchange (EDI) <input type="checkbox"/> Wire Transfer (International Only) <input type="checkbox"/> Large Value Transfer System (LVTS) (Over \$25 million dollars)	
<b>6. Language preferences</b>	
The Offeror wishes that communications and documents be made in:	
<input type="checkbox"/> English <input type="checkbox"/> French	
<b>Signatures</b>	
Signature of representative authorized to sign on behalf of the Offeror	
Name:	
Title:	
Date:	

### Annex Offeror Declaration Form

<b>Offeror's Full Legal Name</b>	
Once you have read and understood each statement, please respond by checking ( ) each certification below. The Offeror certifies to Canada that its responses below are complete and truthful.	
<b>Acceptance of Clauses and Conditions</b>	
<input type="checkbox"/> Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the offer solicitation and accept the clauses and conditions of the resulting contract.	
<b>Federal Contractors Program for Employment Equity (FCP)</b>	

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<b>Eligibility to submit an offer</b> Federal Contractors Program for Employment Equity	( ) The Offeror, and any of its members if it is a joint venture, is not named on the Federal Contractors Program (FCP) for Employment Equity " <a href="#">FCP Limited Eligibility to Bid</a> " list. <i>Canada may declare an offer non-responsive if the Offeror, or any of its members if the Offeror is a joint venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.</i>
<b>Accuracy and Integrity</b>	
Accuracy of information	( ) All the information that the Offeror submits with its offer is true, accurate, and complete as of the date indicated below.
Code of Conduct for Procurement	( ) The Offeror complies with Canada's <a href="#">Code of Conduct for Procurement</a> .
Ineligibility and Suspension Policy	( ) The Offeror has read, understands, and complied with the requirements of Canada's Ineligibility and Suspension Policy ("Policy") and applicable directives in effect on the solicitation of offers issue date. ( ) The Offeror is not currently suspended, or ineligible under Canada's Ineligibility and Suspension Policy. ( ) The Offeror understands that any subsequent criminal charges or convictions may result in the Offeror's suspension or ineligibility to contract with Canada.
<b>Signatures</b>	
Signature of representative authorized to sign on behalf of the Offeror	
Name:	
Title:	
Date:	



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## **Annex A**

### Statement of Work

**45m<sup>3</sup>/h and 90m<sup>3</sup>/h Weir Skimmers**

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# 1. INTRODUCTION

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## 1.1. BACKGROUND

The Canadian Coast Guard (CCG) is the lead federal agency responsible for ensuring the clean-up of all ship-source and mystery-source pollution spills into waters under Canadian jurisdiction. In fulfillment of this legislated mandate, the CCG maintains a level of operational preparedness capacity to monitor, investigate, and respond, when required, to all reports of marine pollution incidents.

## 1.2. PURPOSE

The CCG requires 45m<sup>3</sup>/h and 90m<sup>3</sup>/h capacity weir skimmers to recover spilled oil in sheltered, offshore, and unsheltered waters.

This Statement of Work (SOW) defines the performance requirements, technical specifications and deliverables required for the provision of the Weir Skimmers, hereinafter referred to as the “Weir Skimmer Packages”.

Each Weir Skimmer Package will consist of the following major components:

- a. A skimmer head;
- b. A brush adaptor for the skimmer head;
- c. A hydraulic hose reel;
- d. A hydraulic power unit (HPU); and
- e. A storage container.

## 1.3. SCOPE

Any requirements, specifications, and other indications in this SOW regarding the work required in the provision of the Weir Skimmer Packages also pertain to each individual component of the Weir Skimmer Package, whether they are purchased together as a complete package, as individual items, or in any other combinations.

## 1.4. DOCUMENT CONVENTION

The following conventions apply to this SOW:

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

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### 2.1. GENERAL

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

The Contractor must prepare, deliver, and maintain all project deliverables in accordance with:

- a. Appendix 1: Contract Data Requirement List (CDRL);
- b. Appendix 2: Data Item Descriptions (DIDs); and
- c. Annex A: Statement of Work (SOW).

### 2.2. PROJECT SCHEDULE

The Contractor must provide a Project Schedule in accordance with **CDRL item DID-PM-01**, for review and acceptance by Canada.

### 2.3. PROJECT REVIEW AND CONTROL

#### 2.3.1. Meeting Structure and Recording

Unless otherwise specified, all meetings must be held via teleconference/videoconference (such as MS Teams). The Contractor must provide Canada with a Meeting Agenda for each scheduled meeting at least three (3) business days before it is set to occur and a comprehensive Record of Decisions no later than three (3) business days after each meeting. At any time prior to the meeting, Canada may request that items be added to the Meeting Agenda. All Meeting Agendas and Records of Decisions must be reviewed and accepted by Canada.

#### 2.3.2. Contract Kick-off Meeting

The Contractor must convene and co-chair a Contract Kick-off Meeting no later than 14 calendar days after Contract Award. At a minimum, the following documents will be reviewed:

- a. Contract;
- b. Project Schedule (as per **CDRL item DID-PM-01**);
- c. Preliminary Detailed Design Packages (as per **CDRL items DID-SE-01 (a & b)**).

To facilitate the review of the documentation and foster discussion, the Contractor must provide one soft copy of the Project Schedule **CDRL item DID-PM-01** and preliminary Detailed Design Packages **CDRL items DID-SE-01 (a & b)** at least three (3) business days prior to the scheduled Contract Kick-off Meeting.

#### 2.3.3. Bi-weekly Progress Report

The Contractor must provide bi-weekly (occurring once every two weeks) progress reports, as per **CDRL item DID-PM-02** to Canada via electronic-mail (e-mail). The Contractor must submit each bi-weekly progress report by 4PM Friday, Eastern Time (ET). The bi-weekly progress report must include any

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progress during the reporting period, an updated schedule that identifies any slippage, decisions and action items from the weekly progress meetings and the identification of risks.

#### **2.3.4. Weekly Progress Meeting (Teleconference)**

Unless otherwise specified by Canada, the Contractor must chair a weekly progress meeting to review Contract progress, the schedule, action items and risks. Subcontractors may be required to attend.

#### **2.3.5. Cancellation of Meetings**

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

#### **2.3.6. Unscheduled Meetings**

The Contractor must provide representation should there be a need for additional meetings.

#### **2.3.7. Problem Reporting**

The Contractor must notify Canada immediately by email upon discovering or identifying an issue that may impact the Work. Canada will advise whether an unscheduled meeting or any other action is required.

#### **2.3.8. Delivery Instructions**

Each Weir Skimmer Package must be delivered complete in all respects in accordance with the requirements outlined in the Statement of Work, Annex A. The Contractor must deliver the goods by appointment only. The Contractor, or its carrier, must arrange delivery appointments at least two (2) business days in advance by contacting the designated contact person. The consignee may refuse shipments when prior arrangements have not been made. Deliveries will not be accepted on weekends or statutory holidays.

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## 3. SYSTEM ENGINEERING MANAGEMENT

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### 3.1. DESIGN REVIEW PROCESS

#### 3.1.1. Overview

The Contractor is required to design both Weir Skimmer Package configurations (A & B) in accordance with the requirements defined in Section 6.

#### 3.1.2. Preliminary Design Review

3.1.2.1. The Contractor must submit a preliminary version of the Detailed Design Packages **CDRL items DID-SE-01 (a & b)** for review no later than three (3) business days prior to the Contract Kick-Off meeting.

3.1.2.2. After the Contract Kick-Off Meeting, the Contractor must update the Detailed Design Packages **CDRL items DID-SE-01 (a & b)** as applicable based on the Record of Decisions.

#### 3.1.3. Design Review Meetings

At CCG's request, the Contractor must organize and co-chair additional design review meetings to support the development of the technical solution. The Contractor must provide an updated version of the Detailed Design Packages **CDRL items DID-SE-01 (a & b)** following any changes resulting from these design meetings.

### 3.2. PRODUCT VERIFICATION

#### 3.2.1. Overview

3.2.1.1. The Contractor must provide Product Verification Plans **CDRL items DID-SE-02 (a & b)** to define how the designs specified by **CDRL items DID-SE-01 (a & b)** will be assessed for compliance with the requirements in Section 6. The first draft must be submitted no later than fifteen (15) business days after the approval of **CDRL items DID-SE-01 (a & b)**.

3.2.1.2. Unless otherwise specified by Canada, all product verification activities must be conducted at the Contractor's designated facility in the presence of a representative of Canada.

3.2.1.3. The Contractor must notify Canada no less than three (3) weeks prior to conducting any product verification in Canada, and no less than three (3) months prior to conducting any product verification outside of Canada. Photos, video or live streaming will be required in the event that Canada is unable to attend in person. The format must be reviewed and accepted by Canada prior to any verification activities.

#### 3.2.2. Product Verification Readiness Review

3.2.2.1. The Contractor must organize and chair a Product Verification Readiness Review Meeting before conducting any product verification activities. The purpose of the meeting is to ensure that the Weir Skimmer Packages are ready to proceed into formal product verification. The Product Verification Readiness Review assesses verification objectives, methods and procedures, and confirms that the required verification resources have been properly identified and coordinated to support the planned verification activities.

3.2.2.2. The Contractor must provide the Product Verification Plans **CDRL items DID-SE-02 (a & b)** and the first submission of the Lifting Certifications and Rigging Plans **DID-SE-06 (a & b)** at least ten (10) business days in advance of the Product Verification Readiness Review Meeting.

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- 3.2.2.3. The Contractor must distribute a Record of Decisions documenting all relevant decisions and actions no later than three (3) business days after the Product Verification Readiness Review Meeting.
- 3.2.2.4. After the Product Verification Readiness Review Meeting, the Contractor must update the Product Verification Plans **CDRL items DID-SE-02 (a & b)** as applicable based on the Product Verification Readiness Review Meeting Record of Decisions.
- 3.2.2.5. The Contractor must not proceed with any verification activities until the Product Verification Plans **CDRL items DID-SE-02 (a & b)** have been accepted by Canada.
- 3.2.2.6. Once approved, the Contractor may proceed with verification activities for each configuration in accordance with the information provided in the Product Verification Plans **CDRL items DID-SE-02 (a & b)**.
- 3.2.2.7. Following completion of verification activities, the Contractor must provide a Product Verification Report in accordance with **CDRL item DID-SE-03 (a & b)**, for review and acceptance by Canada.

### 3.2.3. Final Design Acceptance

- 3.2.3.1. The Contractor may request final design acceptance from Canada when:
- The Detailed Design Packages **CDRL items DID-SE-01 (a & b)** have been updated to represent the approved design and accepted by Canada;
  - The Product Verification Reports **CDRL items DID-SE-03 (a & b)** have been accepted by Canada;
  - The Quality Assurance Plans **CRDL items DID-SE-04 (a & b)** have been accepted by Canada; and
  - The Lifting Certifications and Rigging Plans **CDRL items DID-SE-06 (a & b)** have been accepted by Canada.
- 3.2.3.2. All equipment deliverables must be supplied in accordance with the final accepted Detailed Design Packages **CDRL items DID-SE-01 (a & b)**.
- 3.2.3.3. The Contractor must obtain final design acceptance prior to the manufacturing of the second and all subsequent units for each configuration. Any costs incurred prior to final design acceptance are at the contractor's own risk.

## 3.3. TECHNICAL DATA SUBMISSIONS

### 3.3.1. First Submission

- 3.3.1.1. The Contractor must submit drafts of the following documents no later than twenty (20) business days prior to shipment of the first Weir Skimmer Package for each configuration:
- Operations and Maintenance Manual **CDRL item DID-TM-01 (a or b)**
  - Recommended Spare Parts and Tools List **CRDL item DID-TM-02 (a or b)**
  - Master Equipment List **CDRL item DID-TM-04 (a or b)**
  - Illustrated Instructions **CDRL item DID-TM-05 (a or b)**
- 3.3.1.2. The Contractor must submit the As-Built Drawing Package **CDRL item DID-TM-03 (a or b)** for each Weir Skimmer configuration prior to shipment.

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### 3.3.2. Document review

- 3.3.2.1. Canada has thirty (30) calendar days after receiving the first Weir Skimmer Package for each configuration to provide comments on the draft submissions of **DID-TM-01 (a & b)**, **DID-TM-02 (a & b)**, **DID-TM-03 (a & b)**, **DID-TM-04 (a & b)** and **DID-TM-05 (a & b)**.
- 3.3.2.2. The Contractor must submit a revised version of each deliverable no later than ten (10) business days after receiving comments from Canada.

### 3.3.3. Translation

- 3.3.3.1. The Contractor should not translate any technical submissions until the first submission (either English or French) has been accepted by Canada.

## 3.4. QUALITY ASSURANCE

Once the Weir Skimmer Packages (configurations A & B) have undergone product verification and been formally approved by Canada, the Contractor may begin mass production. During manufacturing, the Contractor must inspect the Weir Skimmer Packages to ensure that they have been manufactured in accordance with the designs approved during Product Verification. The results of these inspections and records of any defects or manufacturing issues must be captured in the Quality Assurance Report **CDRL item DID-SE-04 (a or b)** and submitted to Canada for review and approval.

### 3.4.1. Quality Assurance Report

- Prior to shipping each Weir Skimmer Package, the Contractor must:
- a. Inspect the Weir Skimmer Package(s);
  - b. Submit a Quality Assurance Report for the Weir Skimmer Package, as per **CDRL item DID-SE-04 (a or b)**; and
  - c. Obtain Canada's formal approval of the Weir Skimmer Package and the Quality Assurance Report. Each Quality Assurance Report must be formally accepted by Canada prior to shipping each Weir Skimmer Package.
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## **4. EQUIPMENT TRAINING AND COMMISSIONING**

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### **4.1. EQUIPMENT TRAINING AND FAMILIARIZATION**

#### **4.1.1. General Considerations**

There are two different types of optional equipment training and familiarization sessions intended to ensure that CCG personnel are appropriately trained on the safe operation and maintenance practices for the Weir Skimmer Packages. The two different training sessions are:

- A) Technical Maintenance Training; and
- B) Operational Training

The Contractor must provide an Equipment Training and Familiarization Plan, as per **CDRL item DID-ETC-01**, for review and acceptance by Canada. The Equipment Training and Familiarization Plan must cover both configurations (45m<sup>3</sup>/h & 90m<sup>3</sup>/h). The final version of the Equipment Training and Familiarization Plan must be formally accepted by Canada before training options can be exercised.

The Contractor must provide all Equipment Training and Familiarization Materials, as per **CDRL item DID-ETC-02**, for review and acceptance by Canada. The Equipment Training and Familiarization Materials must cover both configurations (45m<sup>3</sup>/h & 90m<sup>3</sup>/h). The final version of the Equipment Training and Familiarization Materials must be formally accepted by Canada before training options can be exercised. All training materials must be bilingual (English and Canadian French).

Unless otherwise specified by Canada, all equipment training and familiarization sessions will be conducted at CCG facilities in locations identified in Annex C – Schedule of Deliveries. The training sessions will be delivered in either English or French. Canada will confirm the required language of each session prior to delivery.

### **4.2. TECHNICAL MAINTENANCE TRAINING**

#### **4.2.1. Objective**

The objective of the Technical Maintenance Training Session is to provide participants with an understanding of all components of the Weir Skimmer Package, the safe manner of operation, appropriate maintenance practices, and associated limitations of all the equipment to allow for the proper care and maintenance of the Weir Skimmer Package. Unless otherwise specified by Canada, the Contractor must deliver the Technical Maintenance Training Session using a combination of classroom (theoretical) and in-field (practical) training.

#### **4.2.2. Class Size and Participants**

Each Technical Maintenance Training Session will be attended by certified CCG ER trainers, with the potential of additional personnel of varying experience and knowledge of ER equipment. It is anticipated that 6-10 participants will attend each Technical Maintenance Training Session. Training materials must be supplied to all participants.

#### **4.2.3. Scheduling and Duration**

The Technical Maintenance Training Session will be scheduled following delivery at a time that is agreed upon by Canada and the Contractor. Unless otherwise specified by Canada, the Technical Maintenance Training Session is expected to be delivered in one (1) full workday (i.e., 8 hours) for each configuration. The Technical Maintenance Training Session must be a distinct session from the Operational Training Session (Section 4.3).

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## 4.3. OPERATIONAL TRAINING

### 4.3.1. Objective

The objective of the Operational Training Session is to provide participants with a working knowledge of the Weir Skimmer Package to allow for the safe operation of the system in normal operational conditions. Unless otherwise specified by Canada, the Contractor must deliver the Operational Training Session using a combination of classroom (theoretical) and in-field (practical) training.

### 4.3.2. Class Size and Participants

Each Operational Training Session will be attended by certified CCG ER trainers, with the potential of additional personnel of varying experience and knowledge of ER equipment. It is anticipated that 6-10 participants will attend each Operational Training Session. Training materials must be supplied to all participants.

### 4.3.3. Scheduling and Duration

The Operational Training Session will be scheduled following delivery at a time that is agreed upon by Canada and the Contractor. Unless otherwise specified by Canada, the Operational Training Session is expected to be delivered in one (1) full workday (i.e., 8 hours) for each configuration. The Operational Training Session must be a distinct session from the Technical Maintenance Training Session (Section 4.2).

## 4.4. COMMISSIONING

### 4.4.1. General considerations

Commissioning is a comprehensive and systematic process to verify that all deliverables, once delivered to their final destination, are complete in all respects, in working condition, ready for active service and operation.

The Contractor must submit Commissioning Plans **CDRL items DID-ETC-03 (a & b)** for review and acceptance by Canada. The first draft must be submitted no later than twenty (20) business days prior to the shipment of the first Weir Skimmer Package.

### 4.4.2. Vendor Led Commissioning Session

In the event that Canada exercises options for a vendor led commissioning session, all deliverables must be commissioned by the Contractor to place the equipment into working condition, ready for active service and operation. Canada will ensure operational personnel and/or Subject Matter Experts (SMEs) are present to observe the Contractor's work during the commissioning process. The Contractor must provide all labor, material, and services to complete the commissioning process in accordance with the Contract. The Contractor will ensure that all deliverables (including the Weir Skimmer Package(s) and/or any components/equipment thereof acquired as individual Items) are left in an operationally ready state upon completion of commissioning (i.e., no further set-up or configuration is necessary; the equipment can be deployed as-is for operation).

The Commissioning process must be a distinct session from both the Technical Maintenance Training Session (Section 4.2) and the Operational Training Session (Section 4.3).

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## **5. REFERENCE DOCUMENTATION**

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### **5.1. ORDER OF PRECEDENCE**

In the event of a discrepancy between the requirements in Section 6 and the standards and specifications referenced herein, the content of Section 6 must take precedence, however, nothing in these requirements supersedes any applicable laws and regulations.

### **5.2. APPLICABLE STANDARDS AND REGULATIONS**

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

The following standards and specifications apply to the Weir Skimmer Package:

- ASTM F625/F625M-94: Standard Practice for Classifying Water Bodies for Spill Control Systems.
- ASTM F631-15: Standard Guide for Collecting Skimming Performance Data in Controlled Environments
- ASTM F2709-15: Standard Test Method for Determining a Measured Nameplate Recovery Rate of Stationary Oil Skimmers
- ASTM F962-04: Standard Specification for Oil Spill Response Boom Connection: Z-Connector
- SOR/2005-3: Off-Road Compression-Ignition Engine Emission Regulations
- ISO 668: Series 1 freight containers – Classification, dimensions and ratings
- ISO 1496-1: Series 1 freight containers - Specification and testing – Part 1: General cargo containers for general purposes
- ISO 7010: Graphical symbols – Safety colours and safety signs – Registered safety signs

### **5.3. SUPERSEDEANCE**

Unless otherwise specified by Canada, any amendment issued to the documents specified in 5.2 must reflect the version in effect on the date of Contract award.

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## 6. WEIR SKIMMER PACKAGE REQUIREMENTS

### 6.1. DESIGN OVERVIEW

- a. The selection of equipment, fittings, fasteners, hardware, attachments, and fabrication methods used in the Weir Skimmer Package must be standardized to minimize the number of unique spares. Identical components must be used in all Weir Skimmer Packages, following Canada's design acceptance.
- b. All equipment must be installed per the OEM installation recommendations.

### 6.2. REQUIREMENT VERIFICATION METHODS

The Requirement Verification Method column lists what needs to be provided at the design review stage, Product Verification stage and/or Quality Assurance stage to demonstrate that the equipment meets that specific requirement. These are defined in the requirement verification method table below. When more than one requirement verification method is listed, **BOTH** methods must be used to prove compliance.

Requirement Verification Method	Definition
Inspection	The visual examination of a realized end product. Inspection is generally used to verify physical design features or specific manufacturer identification. The inspection must confirm that the design satisfies the requirement (product specification and drawing review) and the product matches the design spec (physical examination). For example, if there is a requirement that a dimension not exceed a width of 2.6m, the design review confirms the design width 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.
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.
Analysis	Use of mathematical modeling and analytical techniques to predict the compliance of a design to its requirements based on calculated data or data derived from lower system structure end product validations. This could also include a review of OEM product specifications, certifications, and engineering affidavits for comparison to the requirements.

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### 6.3. OPERATIONAL REQUIREMENTS

The Weir Skimmer Package must meet the following operational requirements:

#### A.1 Operational Requirements

Req.#	Requirement	Requirement Verification Method
A.1.1	The Weir Skimmer Package must meet all requirements while operating in air temperatures ranging from -20°C to +40°C and while also subjected to rain, sleet, snow, and ocean spray.	Analysis
A.1.2	The Weir Skimmer Package must be deployable in water temperatures ranging from -2°C to +30°C in both freshwater and saltwater environments.	Analysis
A.1.3	The Weir Skimmer Package must be fully operational after being stored for 30 consecutive days or longer in environments with an ambient air temperature ranging from -40°C to +40°C and when all batteries have been fully charged.	Analysis
A.1.4	The Weir Skimmer Package must be deployable, operable, and retrievable by 2 or fewer personnel.	Demonstration
A.1.5	All in-field assembly, disassembly, and adjustments required for operation of the Weir Skimmer system, must: <ul style="list-style-type: none"> <li>a. Be able to be completed in less than 20 minutes</li> <li>b. Be able to be completed by two personnel or fewer; and</li> <li>c. Be able to be performed without the need for specialized tools.</li> </ul>	Demonstration

### 6.4. WEIR SKIMMER REQUIREMENTS

The Weir Skimmer Package must meet the following requirements:

#### B.1 General Requirements

Req. #	Requirement	Requirement Verification Method
B.1.1	The Weir Skimmer Package must be designed to have a service life of a minimum of 20 years when manufacturer-recommended maintenance is followed.	Analysis
B.1.2	All components of the Weir Skimmer Package that will go into the water during the course of normal operations must be abrasion-resistant to prevent damage from floating debris. All components of	Inspection

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	the Weir Skimmer Package must be of durable and robust construction.	
B.1.3	All operator control positions of the Weir Skimmer Package must be provided with an easy to activate mechanical mechanism (such as a red emergency push to stop button) that will instantaneously stop all motion and power of all mechanical and electrical systems.	Inspection
B.1.4	The minimum safety factor of all hoisting points (and the adjacent support structure) must be at least 6-to-1; i.e., the ratio of the minimum breaking strength (MBS) to the working load limit (WLL). Design calculations supporting the safety factor of all hoisting points must be certified by a licensed engineer.	Analysis

## B.2 Skimmer Head

Req. #	Requirement	Requirement Verification Method
B.2.1	The Weir Skimmer system must have, at a minimum, a nameplate collection and pumping capacity of: Configuration A: 45 m <sup>3</sup> /hr Configuration B: 90 m <sup>3</sup> /hr All other requirements apply to both configurations. <b>Note:</b> CCG is seeking two separate systems with the capacities described above. Each Weir Skimmer Package includes one skimmer head which meets the capacity of either Configuration A or B.	Test
B.2.2	The Weir Skimmer head must be, at a minimum, capable of recovering light to heavy free floating oils and bitumen up to at least 200,000 centistokes (cSt).	Analysis
B.2.3	A removable hydraulically powered brush adaptor must be supplied with the Weir Skimmer head. The brush adapter must be easily attachable and detachable from the top of the weir and must improve the skimmer's efficiency in light to medium viscosity oils.	Inspection
B.2.4	The body of the Weir Skimmer head must be constructed of a corrosion-resistant material that is compatible with hydrocarbon oils and bitumen.	Inspection
B.2.5	The Weir Skimmer head must incorporate floatation elements that: <ul style="list-style-type: none"> <li>a. Are non inflatable;</li> <li>b. Are adjustable;</li> <li>c. Are removable for ease of storage; and</li> </ul>	Demonstration

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	d. Allow for operation of the skimmer while free floating.	
B.2.6	The Weir Skimmer head must be capable of maintaining buoyancy should any single floatation element(s) be breached.	Analysis
B.2.7	The Weir Skimmer head must be capable of free floating in sea conditions up to Beaufort Force four (4) sea state without capsizing.	Analysis
B.2.8	The Weir Skimmer head must be self-adjusting (allowing for the weir to move independently from the skimmer head floats).	Demonstration
B.2.9	The Weir Skimmer head must incorporate a pump that: <ul style="list-style-type: none"> <li>a. Has inlet steam and hot water injection capabilities;</li> <li>b. Can pump oil and bitumen of at least 200,000 cSt at a 45 m [147.64 ft] distance, at a height of 5.5 m [18 ft] and at a minimum rate of 70% of the pump's nameplate;</li> <li>c. Does not create an oil-water emulsions during pumping;</li> <li>d. Includes debris cutting knives; and</li> <li>e. Includes annular water injection capabilities at the discharge side of the pump.</li> </ul>	Analysis and Inspection
B.2.10	All oil recovery performance data must be collected in accordance with the general procedure defined in: <ul style="list-style-type: none"> <li>a. ASTM F631-15, Standard Guide for Collecting Skimming Performance Data in Controlled Environments; or</li> <li>b. The test protocol defined in ASTM F2709-15, Standard Test Method for Determining a Measured Nameplate Recovery Rate of Stationary Oil Skimmers.</li> </ul>	Test and Analysis
B.2.11	All oil recovery performance data must be collected or verified by one of the following entities: <ul style="list-style-type: none"> <li>a. A classification society, such as Det Norske, Veritas, American Bureau Standards, Bureau Veritas, or Lloyd's Register;</li> <li>b. An independent laboratory; or</li> <li>c. An independent test facility, such as Ohmsett.</li> </ul>	Test and Analysis
B.2.12	The Weir Skimmer head must incorporate an easily accessible and removable debris screen.	Inspection
B.2.13	The Weir Skimmer head must incorporate a certified single lifting point for deployment and recovery.	Inspection

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B.2.14	The Weir Skimmer head must incorporate wheels or other such mechanisms that allow for an operator to easily and manually remove the skimmer head from the storage container.	Demonstration
B.2.15	All boom connectors incorporated into the Weir Skimmer Package must be capable of interfacing with the containment boom connector defined in ASTM F962-04 (2010), Standard Specification for Oil Spill Response Boom Connection: Z-Connector. The following exceptions apply to this Standard: <ul style="list-style-type: none"> <li>a. Toggle pin holes must be located 4.5 inches above and below the design waterline (DWL); and</li> <li>b. The toggle pin hole diameter must be 13/32 inches (+0.006"/-0.0375").</li> </ul>	Inspection

### B.3 Hydraulic Power Unit

Req. #	Requirement	Requirement Verification Method
B.3.1	The Weir Skimmer Package must include one Hydraulic Power Unit (HPU) that is designed to connect to and provide the hydraulic needs of all the components of the Weir Skimmer Package.	Analysis and Inspection
B.3.2	The Weir Skimmer Package HPU must be sized to provide all the required hydraulic pressure and volume without being at its maximum output.	Demonstration
B.3.3	The power supply of the HPU must be diesel-powered and must satisfy the Tier 4 emission standards referenced in SOR/2005-32, Off-Road Compression-Ignition Engine Emission Regulations.	Analysis
B.3.4	Both a tethered and a wireless remote must be provided for the HPU that allows for operation of the skimmer system hydraulic components from up to ten (10) meters from the HPU. The remotes must be furnished with an instantaneous stop feature, as per B.1.3	Demonstration and Inspection
B.3.5	The Weir Skimmer Package HPU frame must be fitted with a cage that has four lift points, four tie down points, and be designed to support the factory built unit with frame.	Inspection
B.3.6	The Weir Skimmer Package HPU frame must be fitted with two forklift pockets to accommodate two 4 inch (10.16 cm) wide, 2-1/4 inch thick forks the length or width of the frame, spaced approximately 24-inches apart (61 cm). Placement of the forklift pockets should be such that the load is balanced and must be positioned towards the Weir Skimmer Package container doors.	Inspection

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#### B.4 Hose Assemblies

Req. #	Requirement	Requirement Verification Method
B.4.1	All hydraulic hose assemblies required to operate all the components of the Weir Skimmer Package must be included in the package and must be fitted with quick connect fittings. Hoses must be at least 45 m in length, divided into three sections of 15 m in length.	Inspection
B.4.2	All oil transfer hose assemblies required for the operation of the Weir Skimmer Package must be included in the package. Hoses must be at least 45 m in length, divided into three sections of 15 m in length.	Inspection
B.4.3	The provided oil transfer hoses must be compatible with petroleum products.	Inspection
B.4.4	The provided oil transfer hose connections must be Camlock with one male end and one female end in accordance with A-A-59326 Commercial Item Description Coupling Halves, Quick-Disconnect, Cam-Locking Type. The Camlock material must be of either Class I, III, or IV as defined within this standard.	Inspection
B.4.5	The minimum rated pressure of all fitted, flexible hose assemblies must exceed the working pressure that they may be subjected to while in service. All hose assemblies must be static pressure tested to 1.5 times their rated working pressure for a minimum of 1 hour to confirm no leakage.	Test
B.4.6	A floatation sleeve must be provided to allow all hoses to retain buoyancy even when filled during operation.	Demonstration
B.4.7	Hoses of at least 10 m in length must be provided for the connections between the HPU and any shoreside or shipside component of the Weir Skimmer package that requires hydraulic power.	Inspection
B.4.8	All hydraulic and water/steam injection connections meant to be connected and disconnected regularly must be provided with locking quick connect fitting to ensure the operator's safety.	Demonstration
B.4.9	Appropriately sized dust caps must be provided for all open hydraulic fittings.	Inspection

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B.4.10	All hydraulic lines must be provided with hose whip restraints to prevent injury in case of unexpected disconnection.	Inspection
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### B.5 Hydraulic Reel

Req. #	Requirement	Requirement Verification Method
B.5.1	One hydraulically powered reel must be supplied to hold the hoses during operation and storage. The reel must be able to operate from both inside and outside the Weir Skimmer package container.	Demonstration
B.5.2	The hydraulically powered reel must be sized to hold all hoses supplied with the Weir Skimmer Package.	Demonstration
B.5.3	The hydraulically powered reel must be capable of operating in forward and reverse directions with variable speed control.	Demonstration
B.5.4	The hydraulically powered reel must be: <ul style="list-style-type: none"> <li>a. Equipped with a breaking mechanism to halt rotation and hold it in a static position;</li> <li>b. Equipped with an emergency bypass valve to allow for manual rotation;</li> <li>c. Coaxially located between two bearing assemblies to facilitate rotation; and</li> <li>d. Properly balance to preclude unnecessary shaft vibration and wear.</li> </ul>	Inspection
B.5.5	The output shaft of the drivetrain of the hydraulically powered reel must: <ul style="list-style-type: none"> <li>a. Be coaxial with the reel; and</li> <li>b. Connect directly to the reel. The use of chains, belts, or other non-gear mechanical devices to transmit rotation to the reel is prohibited.</li> </ul>	Inspection
B.5.6	Any spoked section of the reel must be capped off with a metal plate to eliminate pinch points and snag points.	Inspection
B.5.7	All hoses, cables, and parts necessary to operate the hydraulic reel in conjunction with the other components of the Weir Skimmer Package must be supplied.	Demonstration
B.5.8	The hydraulically powered reel must have the ability to be rotated manually (without power).	Demonstration

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## B.6 Storage Container

Req. #	Requirement	Requirement Verification Method
B.6.1	The components of the Weir Skimmer Package must be stored in a single standard type 1D (10 ft) ISO container that adheres to the dimensions specified in ISO 668: Series 1 freight containers – Classification, dimensions and ratings.	Inspection
B.6.2	The container must follow the requirements defined in ISO 1496-1: Series 1 freight containers - Specification and testing – Part 1: General cargo containers for general purposes.	Analysis
B.6.3	The container must be provided with forklift pockets meeting the dimensions and requirements of ISO 1496-1: Series 1 freight containers - Specification and testing – Part 1: General cargo containers for general purposes.	Inspection
B.6.4	The forklift pockets must allow for the container to be safely moved by forklift when the container is fully loaded.	Analysis and Demonstration
B.6.5	A securely fastened waterproof document holder sized to store all the operation and maintenance manuals must be affixed in an easily accessible location within the storage container.	Inspection
B.6.6	Any container that will be used to store machinery that uses combustible fuels must comply with the ventilation requirements in B.6.7 to B.6.11.	Inspection
B.6.7	The container must include one ventilation opening located within 150 millimetres above the floor and a second ventilation opening within 150 millimetres below the top of the container, on the primary doors (i.e., the doors that are primarily used for accessing the container contents).	Inspection
B.6.8	The container must include two additional vents positioned as described in B.6.7, opposite the primary door or wall (i.e., the vents must be positioned for cross-ventilation).	Inspection
B.6.9	The ventilation openings must have dimensions not less than 300-millimetre length and 300-millimetre width for 10 ft ISO containers and no less than 500-millimetre length and 500-millimetre width for 20 ft ISO containers.	Inspection
B.6.10	The ventilation openings must be covered by open grate wire mesh with greater than 50% free area.	Inspection

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B.6.11	The Proposed locations and type of vent is subject to Canada review and approval.	Inspection
B.6.12	The container must be provided with all necessary securing and lashing provisions for the equipment it will contain.	Inspection

### B.7 Identification and Markings

Req. #	Requirement	Requirement Verification Method
B.7.1	The vendor must provide a unique product identifier for each component of the Weir Skimmer Package. The product identifier must comply with the following format: DD-MM-YYYY-Manufacturer's Serial #. Proposed product identifier is subject to Canada's acceptance.	Inspection
B.7.2	Label plates in both Canadian English and French must be used to identify each control, switch, gauge, and display. Label plates must also be used to indicate safe working limits, maximum capacities, and masses of equipment.	Inspection
B.7.3	Label plates must be manufactured to last a minimum of 20 years under typical use.	Analysis
B.7.4	The Weir Skimmer Package must indicate all hazards with both Canadian English and French warning labels or clear graphical symbols per ISO 7010, Graphical symbols – Safety colours and safety signs – Registered safety signs.	Inspection
B.7.5	The Weir Skimmer Package must include Illustrated Instructions, as per DID-TM-05.	Inspection
B.7.6	The content and arrangement of all label plates and of the Illustrated Instruction must be approved by Canada prior to installation.	Inspection

### B.8 Hoisting Slings and Hardware

\*Hoisting Slings and Hardware are optional units and not part of the standard Weir Skimmer Package

Req. #	Requirement	Requirement Verification Method
B.8.1	The hoisting slings must be provided with all the necessary hardware and components required to lift a full Weir Skimmer Package storage container via an overhead crane.	Inspection
B.8.2	The hoisting slings and provided hardware must be capable of lifting an Weir Skimmer Package container when full.	Demonstration

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B.8.3	<p>Each supplied sling must be permanently marked with the following:</p> <ul style="list-style-type: none"> <li>a. a unique identifier;</li> <li>b. the WLL;</li> <li>c. the sling length</li> <li>d. the sling material;</li> <li>e. the manufacturer; and</li> <li>f. the date of manufacture.</li> </ul>	Inspection
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## 6.5. FABRICATION REQUIREMENTS

The Weir Skimmer Package must meet the following fabrication requirements:

Req. #	Requirement	Requirement Verification Method
C.1	The Weir Skimmer Package must be constructed and finished with a high degree of workmanship, where surfaces are free from blemishes, burrs, defects, irregularities, sharp edges, and other conditions that would be deleterious to the finished component.	Inspection
C.2	Parts must be properly aligned to preclude any binding and deformation as a result of assembly or operation.	Inspection
C.3	All equipment subject to freezing temperatures must be kept drained, except during testing and commissioning.	Inspection
C.4	All parts and equipment must be kept clean and protected against dust, moisture, rapid temperature changes, and foreign matter during manufacture, storage, pre-installation staging, assembly, installation, and post installation.	Inspection
C.5	All materials used in fabrication must be new, unused and free from defects and imperfection that might affect the serviceability of the finished product; resist corrosion and wear under the environmental conditions specified; and sized or selected to satisfy all the performance requirements specified.	Inspection
C.6	All synthetic polymers subjected to sunlight must be treated to protect against ultraviolet (UV) degradation, embrittlement, and mold.	Analysis
C.7	All elastomeric materials in unassembled components and assemblies must contain at least 90% of the initial storage period	Analysis

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	(as recommended in ISO 2230:2002, Rubber Products – Guidelines for Storage) at the date of delivery to Canada.	
C.8	Direct contact between dissimilar metals expected to cause galvanic corrosion must be avoided. 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.	Inspection

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## **APPENDIX 1 CONTRACT DATA REQUIREMENTS LIST**

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The following table defines the columns of information found on the Contract Data Requirements List (CDRL). The CDRL is an all-encompassing table illustrating the submission details associated with each Data Item Deliverable (DID). Each DID details the content required for all contract deliverables.

### **IDENTIFICATION NUMBER (ID #)**

The Identification number is an alphanumeric designation to uniquely identify each individual DID. Note that the DIDs are categorized using the following designation:

- Project Management is defined with 'PM';
- System Engineering Management is defined with 'SE';
- Technical Management is defined with 'TM'; and
- Equipment Training and Commissioning is defined with 'ETC'

### **TITLE OF DATA**

Identifies the title of the DID referred to in the CDRL.

### **CONTRACT REFERENCE (REFERENCE)**

Identifies the specific paragraph number of the Contract Requirement, Statement of Work, Request for Proposal, Specification, or other applicable document to assist in identifying the work effort associated with the DID.

### **LANGUAGE**

All draft documents must be provided in English or French. 'Bilingual' indicates the data item must be delivered in both the official Canadian English and French languages. Following acceptance of the document by Canada, the Contractor must provide the final document in English and French.

### **DATE OF FIRST SUBMISSION**

Indicates the initial submission date or associated constraint for the first submission of the data item.

### **SUBSEQUENT SUBMISSION DETAILS/FINAL VERSION**

Indicates the date(s) of subsequent submission(s) or associated constraint(s) of the data item. If no subsequent submission or associated constraint are required, this column is marked 'N/A'.

### **FINAL FORMAT**

Indicates the format in which the DID must be provided. Hard copies must be printed at least 600 DPI on double sided 8.5"x11" sheets and must be collated and bound, unless otherwise specified by Canada. PDFs must be provided in a searchable format, e.g. Adobe Acrobat XI or equivalent.

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ID #	Title of Data	Reference	Language	Date of First Submission	Subsequent Submission Details/Final Version	Final Format
<b>Project Management</b>						
DID-PM-01	Project Schedule	SOW 2.2	English or French	IAW SOW 2.3.2 (3 business days prior to the contract kick-off meeting)	Updated and submitted bi-weekly once accepted	PDF
DID-PM-02	Progress Report	SOW 2.3.3	English or French	IAW SOW 2.3.3 (10 business days after the contract kick-off meeting)	IAW SOW 2.3.3 (bi-weekly submission)	PDF
<b>System Engineering Management</b>						
DID-SE-01a	Detailed Design Package – 45m <sup>3</sup> /h (Configuration A)	SOW 3.1	English or French	IAW SOW 3.1.2.1 (3 business days prior to the Contract Kick-off Meeting)	NLT 10 business days after receiving CCG comments.	PDF (11x17", 600 DPI)
DID-SE-01b	Detailed Design Package – 90m <sup>3</sup> /h (Configuration B)	SOW 3.1	English or French	IAW SOW 3.1.2.1 (3 business days prior to the Contract Kick-off Meeting)	NLT 10 business days after receiving CCG comments.	PDF (11x17", 600 DPI)
DID-SE-02a	Product Verification Plan – 45m <sup>3</sup> /h (Configuration A)	SOW 3.2	English or French	IAW SOW 3.2.1.1 (15 business days after the approval of DID-SE-01a.	Interim: IAW SOW 3.2.2.2 (NLT 10 business days before the Product Verification Readiness Review meeting) Final: IAW SOW 3.2.2.5 (prior to starting verification activities for configuration A)	PDF
DID-SE-02b	Product Verification Plan – 90m <sup>3</sup> /h (Configuration B)	SOW 3.2	English or French	IAW SOW 3.2.1.1 (15 business days after the approval of DID-SE-01b.	Interim: IAW SOW 3.2.2.2 (NLT 10 business days before the Product Verification Readiness Review meeting) Final: IAW SOW 3.2.2.5 (prior to starting verification activities for configuration B)	PDF
DID-SE-03a	Product Verification Report – 45m <sup>3</sup> /h (Configuration A)	SOW 3.2	English or French	5 business days following verification testing for configuration A	Final: IAW SOW 3.2.3.1 (prior to Final Design Acceptance for configuration A)	PDF

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DID-SE-03b	Product Verification Report – 90m³/h (Configuration B)	SOW 3.2	English or French	5 business days following verification testing for configuration B	Final: IAW SOW 3.2.3.1 (prior to Final Design Acceptance for configuration B)	PDF
DID-SE-04a	Quality Assurance Report – 45m³/h (Configuration A)	SOW 3.4	English or French	3 business days after quality control activities for configuration A	Final: IAW SOW 3.4.1.1 (must be accepted by Canada prior to shipping each Weir Skimmer Package for configuration A)	PDF, 1 Quality Assurance Report for each configuration A Weir Skimmer Package.
DID-SE-04b	Quality Assurance Report – 90m³/h (Configuration B)	SOW 3.4	English or French	3 business days after quality control activities for configuration B	Final: IAW SOW 3.4.1.1 (must be accepted by Canada prior to shipping each Weir Skimmer Package for configuration B)	PDF, 1 Quality Assurance Report for each configuration B Weir Skimmer Package.
DID-SE-05a	Lifting Certifications and Rigging Plan - 45m³/h (Configuration A)	SOW 3.2	English or French	IAW SOW 3.2.2.2 (NLT 10 business days before the Test Readiness Meeting)	Final: IAW SOW 3.2.3.1 (prior to Final Design Acceptance)	PDF, hard copies of certificates for each configuration A Weir Skimmer Package.
DID-SE-05b	Lifting Certifications and Rigging Plan -90m³/h (Configuration B)	SOW 3.2	English or French	IAW SOW 3.2.2.2 (NTL 10 business days before the Test Readiness Meeting)	Final: IAW SOW 3.2.3.1 (prior to Final Design Acceptance)	PDF, hard copies of certificates for each configuration B Weir Skimmer Package.
<b>Equipment Training and Commissioning</b>						
DID-ETC-01	Equipment Training and Familiarization Plan	SOW 4.1	Bilingual (English and French)	20 business days prior to first shipment	5 business days after receiving CCG comments; Final versions must be accepted by Canada before training options can be exercised.	PDF
DID-ETC-02	Equipment Training and Familiarization Materials	SOW 4.1	Bilingual (English and French)	20 business days prior to first shipment	5 business days after receiving CCG comments; Final versions must be accepted by Canada before training options can be exercised.	PDF
DID-ETC-03a	Commissioning Plan - 45m³/h (Configuration A)	SOW 4.4	Bilingual (English and French)	IAW SOW 4.4.1 (20 business days prior to first shipment for configuration A)	5 business days after receiving comments	PDF

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DID-ETC-03b	Commissioning Plan - 45m³/h (Configuration B)	SOW 4.4	Bilingual (English and French)	IAW SOW 4.4.1 (20 business days prior to first shipment for configuration b)	5 business days after receiving comments	PDF
<b>Technical Management</b>						
DID-TM-01a	Operations and Maintenance Manual – 45m³/h (Configuration A)	SOW 3.3	Bilingual (English and French)	IAW SOW 3.3.1.1 (20 business days prior to first shipment for configuration A)	IAW SOW 3.3.2.2 (10 business days after receiving comments from Canada)	PDF, hard copies for each configuration A Weir Skimmer Package.
DID-TM-01b	Operations and Maintenance Manual – 90m³/h (Configuration B)	SOW 3.3	Bilingual (English and French)	IAW SOW 3.3.1.1 (20 business days prior to first shipment for configuration B)	IAW SOW 3.3.2.2 (10 business days after receiving comments from Canada)	PDF, hard copies for each configuration B Weir Skimmer Package.
DID-TM-02a	Recommended Spare Parts and Tools List - 45m³/h (Configuration A)	SOW 3.3	Bilingual (English and French)	IAW SOW 3.3.1.1 (20 business days prior to first shipment for configuration A)	IAW SOW 3.3.2.2 (10 business days after receiving comments from Canada)	PDF
DID-TM-02b	Recommended Spare Parts and Tools List - 90m³/h (Configuration B)	SOW 3.3	Bilingual (English and French)	IAW SOW 3.3.1.1 (20 business days prior to first shipment for configuration B)	IAW SOW 3.3.2.2 (10 business days after receiving comments from Canada)	PDF
DID-TM-03a	As-Built Drawing Package - 45m³/h (Configuration A)	SOW 3.3	Bilingual (English and French)	IAW SOW 3.3.1.2 (prior to first shipment for configuration A)	IAW SOW 3.3.2.2 (10 business days after receiving comments from Canada)	PDF (11x17", 600 DPI)
DID-TM-03b	As-Built Drawing Package - 90m³/h (Configuration B)	SOW 3.3	Bilingual (English and French)	IAW SOW 3.3.1.2 (prior to first shipment for configuration B)	IAW SOW 3.3.2.2 (10 business days after receiving comments from Canada)	PDF (11x17", 600 DPI)
DID-TM-04a	Master Equipment List - 45m³/h (Configuration A)	SOW 3.3	Bilingual (English and French)	IAW SOW 3.3.1.1 (20 business days prior to first shipment for configuration A)	IAW SOW 3.3.2.2 (10 business days after receiving comments from Canada)	PDF

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DID-TM-04b	Master Equipment List - 90m <sup>3</sup> /h (Configuration B)	SOW 3.3	Bilingual (English and French)	IAW SOW 3.3.1.1 (20 business days prior to first shipment for configuration B)	IAW SOW 3.3.2.2 (10 business days after receiving comments from Canada)	PDF
DID-TM-05a	Illustrated Instructions - 45m <sup>3</sup> /h (Configuration A)	SOW 3.3	Bilingual (English and French)	IAW SOW 3.3.1.1 (20 business days prior to first shipment for configuration A)	IAW SOW 2 (10 business days after receiving comments from Canada)	PDF, hard copies for each hard c configuration A Weir Skimmer Package.
DID-TM-05b	Illustrated Instructions - 90m <sup>3</sup> /h (Configuration B)	SOW 3.3	Bilingual (English and French)	IAW SOW 3.3.1.1 (20 business days prior to first shipment for configuration B)	IAW SOW 3.3.2.2 (10 business days after receiving comments from Canada)	PDF, hard copies for each configuration B Weir Skimmer Package

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## APPENDIX 2 DATA ITEM DESCRIPTIONS

### Project Management

<b>Title:</b> <b>Project Schedule</b>	<b>Identification Number:</b> <b>DID-PM-01</b>
<p><b>Description:</b> The Project Schedule defines the timeline on which the Contractor will execute the project. Once accepted, the Contractor must submit an updated Project Schedule every two weeks with the bi-weekly Progress Report.</p>	
<p><b>Content:</b> At a minimum, the following information must be included:</p> <ol style="list-style-type: none"> <li>a. Contract milestones (e.g., Contract Kick-off Meeting, review meetings, testing, acceptance, shipment, etc.);</li> <li>b. All tasks required for the comprehensive delivery of the Weir Skimmer Packages and all associated components (e.g., design, material acquisition, manufacturing, assembly, etc.), as per the Contract;</li> <li>c. All tasks required for the comprehensive delivery of all documentation deliverables, as per the Contract.</li> </ol> <p>The Contractor must also identify potential schedule risks or slippage.</p>	

<b>Title:</b> <b>Progress Report</b>	<b>Identification Number:</b> <b>DID-PM-02</b>
<p><b>Description:</b> The Progress Report is a submission prepared by the Contractor to update Canada on Contract progress and the status of project deliverables.</p>	
<p><b>Content:</b> At a minimum, the following information must be included:</p> <ul style="list-style-type: none"> <li>• Executive summary, including: <ul style="list-style-type: none"> <li>○ Progress during the reporting period (contract deliverables, milestones achieved, equipment deliveries);</li> <li>○ Changes to the project schedule;</li> <li>○ New decisions and action items; and</li> <li>○ Identification of risks.</li> </ul> </li> <li>• Appendices including: <ul style="list-style-type: none"> <li>○ An updated Project Schedule (DID-PM-01), including schedule forecast to date against the baseline with any slippage identified;</li> <li>○ A record of decision log (Contractor format);</li> </ul> </li> </ul>	

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<b>Title: Progress Report</b>	<b>Identification Number: DID-PM-02</b>
<ul style="list-style-type: none"> <li>○ An action item tracker (Contractor format); and</li> </ul> <p>Current status of contract deliverables (Contractor format).</p>	

## System Engineering Management

<b>Title: Detailed Design Package</b>	<b>Identification Number: DID-SE-01 (a &amp; b)</b>
<p><b>Description:</b> The Detailed Design Package shows the Contractor's technical solution for the equipment deliverables defined in Section 6. The Detailed Design Package will serve as a basis for the As-Built Drawing Packages (DID-TM-03 a &amp; b).</p>	
<p><b>Content:</b></p> <p>The Detailed Design Package must include the complete detailed design drawings of the technical solution for the Weir Skimmer. The drawings must:</p> <ol style="list-style-type: none"> <li>a. Demonstrate compliance with the technical requirements;</li> <li>b. Show the location of, assembly of, and interconnection between all components;</li> <li>c. Include a comprehensive Bill of Materials;</li> <li>d. Incorporate changes and rectify any issues identified throughout the design phase up to final acceptance; and</li> <li>e. Include system specifications such as capacity, power requirements, engine output etc.</li> </ol> <p>Each drawing must include: drawing title, drawing number, revision number, drawing scale, units of measure, dimensions, legend (as applicable), assembly notes, and the initials of the author.</p> <p><b>Unless otherwise specified by Canada, all final drawings must be sealed and certified by a licensed Professional Engineer.</b></p>	

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<b>Title: Product Verification Plan</b>	<b>Identification Number: DID-SE-02 (a &amp; b)</b>
<p><b>Description:</b> The purpose of the Product Verification Plan is to provide complete details of how the contractor will prove that both configurations meet all of the technical requirements in Section 6. The Product Verification Plan defines all verification activities required prior to final design acceptance.</p>	
<p><b>Content:</b></p> <p>The Product Verification Plan must include all testing and verification activities that will be conducted to prove that each configuration meets all of the technical requirements listed in Section 6. All product verification activities must be conducted in accordance with the accepted version of the Product Verification Plan. The Product Verification Plan must include, at a minimum:</p> <p><b><i>Proof of technical compliance</i></b></p> <p>The product verification plan must explain how each technical requirement will be verified. Requirements must be verified using the requirement verification method specified in the requirement verification column. If no verification method is specified for a given requirement the Contractor must select one of the four requirement verification methods listed below (defined in Section 6.2):</p> <ul style="list-style-type: none"> <li>• Analysis</li> <li>• Demonstration</li> <li>• Inspection</li> <li>• Test</li> </ul> <p><b><i>The Product Verification Plan must fully explain how each technical requirement will be measured using the chosen verification method. For example, if the verification method for a technical requirement is test, the plan must describe how the test will be conducted and how compliance will be measured.</i></b></p>	

<b>Title: Product Verification Report</b>	<b>Identification Number: DID-SE-03 (a &amp; b)</b>
<p><b>Description:</b> The purpose of the Product Verification Report is to document the results of the verification activities that were conducted in accordance with the Product Verification Plan and prove that the final designed product meets all of the technical requirements. The Product Verification Report must be certified by the Contractor as an accurate record of the product verification results.</p>	
<p><b>Content:</b></p> <p>The Product Verification Report must be based on DID-SE-02 and include objective evidence proving that each technical requirement has been verified through the activities outlined in DID-SE-02. The report must contain at a minimum the following information:</p> <p><b><i>Verification Results</i></b></p> <p>The verification results must include for each verification activity:</p> <ol style="list-style-type: none"> <li>a. Details of the item that was assessed including the configuration of the item at the time of assessment (i.e., drawings, specifications, and other design details that represent the design of the item at the time of assessment);</li> <li>b. Details of the verification procedure; and</li> <li>c. Results of the verification activity that are cross-referenced to the requirement(s) that were verified. Values and measurements associated with the result must be documented.</li> </ol> <p><b><i>Non-Compliance Report</i></b></p>	

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<b>Title: Product Verification Report</b>	<b>Identification Number: DID-SE-03 (a &amp; b)</b>
A list of all items that did not pass the initial verification including a description of any corrective actions that were taken prior to subsequent verification.	
<b>Design Changes</b> A list of all design changes that were made to address non-compliant verification results.	
All relevant Certification and Material Data Sheets, or copies thereof, must be appended to the Product Verification Report.	

<b>Title: Quality Assurance Report</b>	<b>Identification Number: DID-SE-04 (a &amp; b)</b>
<b>Description:</b> The Quality Assurance Report details the results of the Quality Assurance inspections that occur prior to shipping to demonstrate to Canada that each Weir Skimmer Package has been manufactured in accordance with the design approved during Product Verification. The Quality Assurance Report must be certified by the Contractor as an accurate record of the inspection results.	
<b>Content:</b> At a minimum, the Quality Assurance Report must contain the following: <ul style="list-style-type: none"> <li>a. Assurance that the Weir Skimmer Package has been manufactured in accordance with the design approved during product verification;</li> <li>b. Assurance that the Contractor has checked the goods for any damage and reported any repair or replacement procedures during manufacturing; and</li> <li>c. Assurance that all goods in each shipment (for each delivery location) are accounted for.</li> </ul>	

<b>Title: Lifting Certifications and Rigging Plan</b>	<b>Identification Number: DID-SE-05 (a &amp; b)</b>
<b>Description:</b> The lifting certifications and rigging plan are required for all equipment that could be lifted via overhead lifts.	
<b>Content:</b> A rigging plan and lifting certifications must be provided for each weir skimmer configuration that is designed to be lifted via overhead lifts.	
<b>Rigging Plan:</b> Each rigging plan must: <ul style="list-style-type: none"> <li>a. Be approved by a Classification Society (such as Lloyds or DNV) or certified by a Professional Engineer (P.Eng) registered in a province within Canada; and</li> <li>b. Include a line diagram containing at a minimum the: <ul style="list-style-type: none"> <li>i) Width, height, length, and mass of the load; and</li> <li>ii) Lifting component details, including: hitch type, sling angle, sling leg length, sling rating and details on any other lifting components (as applicable).</li> </ul> </li> </ul>	
<b>Lifting Certifications Report (overhead lift):</b>	

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Lifting components and structural design for all equipment to be lifted must be approved by a Classification Society (such as Lloyds or DNV) or certified by a Professional Engineer (P. Eng) registered in a province within Canada.

The report must include:

- a. Official documentation (e.g. a type certificate) proving that the equipment has been approved by the Class Society or P.Eng.
- b. The complete design package including drawings, calculations, and analysis that were required by the Class Society or P.Eng to approve the equipment.
- c. All documents in the report must include the official mark or signature of the Class Society or P.Eng.

### Equipment Training and Commissioning

**Title:** Equipment Training and Familiarization Plan

**Identification Number:** DID-ETC-01

**Description:** The Equipment Training and Familiarization Plan must describe in detail, the topics that will be delivered as part of the Operational and Technical Maintenance training and familiarization sessions as well as the associated schedule and training materials required.

**Content:**

At a minimum, the following information must be included:

**Objectives**

Identify the equipment training session and performance objectives for participants.

**Training Materials**

Identify all training materials and equipment required to deliver the equipment training sessions.

**Training Schedule & Session Duration**

Provide an itinerary for the equipment training sessions, identifying all key training topics and the time allotted to each topic, including breaks for the participants.

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<b>Title: Equipment Training and Familiarization Materials</b>	<b>Identification Number: DID-ETC-02</b>
<b>Description:</b> The Equipment Training and Familiarization Materials must cover, in detail, all information that will be delivered as part of the Operational and Technical Maintenance training and familiarization sessions.	
<b>Content:</b> At a minimum, the following information must be included:	
<b>Training Topics</b> At a minimum, the following topics must be addressed:	
<ul style="list-style-type: none"> <li>a. The purpose and function(s) of each component of the Weir Skimmer Package;</li> <li>b. Any attendant safety hazards and the required personal protective equipment (PPE);</li> <li>c. Demonstration of how to deploy, operate, recover, clean and store all components of the Weir Skimmer Package;</li> <li>d. Safe operational limitations of each Weir Skimmer Package component;</li> <li>e. Pre and post-operational checks;</li> <li>f. Fault location and diagnostic techniques; and</li> <li>g. Preventive and corrective maintenance procedures.</li> </ul>	

<b>Title: Commissioning Plan</b>	<b>Identification Number: DID-ETC-03 (a &amp; b)</b>
<b>Description:</b> The Commissioning plan details the commissioning procedures to follow in order to complete the commissioning of each Weir Skimmer Package.	
<b>Content:</b> Commissioning is a comprehensive and systematic process to verify that all deliverables, once delivered to its final destination, are complete in all respects and performs in its working environment in accordance with Canada's requirements.	
At a minimum, the following information must be included:	
<ul style="list-style-type: none"> <li>a. Verification that all components are present, complete, and damage free;</li> <li>b. Unpacking and initial set up of the Weir Skimmer Package;</li> <li>c. Procedure to render the Weir Skimmer operationally ready;</li> <li>d. Procedure to render the Weir Skimmer ready for storage (short and long term); and</li> <li>e. Procedure to winterize the equipment.</li> </ul>	
The Commissioning Plan must list the number of personnel required for each procedure as well as any equipment required.	

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## Technical Management

**Title: Operations and Maintenance Manual**

**Identification Number: DID-TM-01 (a & b)**

**Description:** The Operations and Maintenance Manual must include all the necessary information required to safely operate and maintain the Weir Skimmer Package. The document must include colour labelled diagrams, pictograms, and illustrations, as well as sequential instructions where applicable.

**Content:**

At a minimum, the following Operational information must be included:

- a. How to operate the Weir Skimmer Package including all known hazards and safety measures to mitigate risk;
- b. All steps required to render the Weir Skimmer Package fully operational following delivery;
- c. How to install and remove components of the Weir Skimmer Package;
- d. How to troubleshoot the Weir Skimmer Package and perform field repairs;
- e. How to safely clean, store and transport the Weir Skimmer Package, including the identification of cautions and warnings to prevent crew and equipment from damage;
- f. Pre-operational checklist for the Weir Skimmer Package to ensure that the equipment is safe and ready for operation;
- g. Post-operational checklist for the Weir Skimmer Package that includes all cleaning and short or long term storage instructions; and
- h. Original Equipment Manufacturer (OEM) manuals for off-the-shelf equipment. OEM manuals must be provided in both Canadian English and French. Where English or French are not readily available commercially, unilingual versions in either of Canada's official languages will be accepted.

At a minimum, the following Maintenance information must be included:

- a. Recommended preventive maintenance and preventive maintenance intervals in table format. While not an exhaustive list, each maintenance procedure must:
  - i. List the number of personnel and the estimated time to perform the activity;
  - ii. Identify the potential hazards and personal protective equipment (PPE) to use when performing the activity;
  - iii. Identify all parts, consumables, tools or equipment required to perform the maintenance activity;
  - iv. Define the sequential steps to safely perform the activity (including pictograms);
  - v. Identify any subsequent effort required to verify that the activity was properly executed;
  - vi. Identify maintenance dictated by regulatory or warranty requirements (e.g., safety equipment);
  - vii. Recommended corrective maintenance procedures;
  - viii. Procedure required to winterize the equipment (for a Canadian winter); and
  - ix. Identify any maintenance activity that should be conducted by a qualified third party.

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<b>Title: Recommended Spare Parts and Tools List</b>	<b>Identification Number: DID-TM-02 ( a &amp; b)</b>
<p><b>Description:</b> The Recommended Spare Parts and Tools List identifies all items that the Contractor recommends to support ongoing maintenance activities (i.e., preventive and corrective) for each Weir Skimmer Package. Canada will use these recommendations to support the decision to procure spare parts and tools and to facilitate the lifecycle management process of the Weir Skimmer Package.</p>	
<p><b>Content:</b>  At a minimum, the following information must be included for each spare part:</p> <ol style="list-style-type: none"> <li>a. Part or Tool Name; (e.g. Air Filter)</li> <li>b. Part or Tool Description: Describe the part or tool.</li> <li>c. Original Equipment Manufacturer (OEM) name and address</li> <li>d. Original Equipment Manufacturer (OEM) part number</li> <li>e. NATO Stock Number (if applicable)</li> <li>f. Supplier name and address</li> <li>g. Quantity recommended to support maintenance over two years of operation</li> <li>h. Quantity recommended for warehousing</li> <li>i. Shelf life (if applicable)</li> <li>j. Estimated price per unit (in Canadian dollars)</li> <li>k. Lead time when ordering</li> <li>l. Warranty (extended, if applicable)</li> <li>m. Recommended storage requirements and conditions (special conditions included) and;</li> <li>n. Preventive maintenance (if applicable)</li> <li>o. Whether or not the part is repairable.</li> </ol> <p><b>Note:</b> The CCG will provide a sample DID to help guide the development of this DID upon request.</p>	

<b>Title: As-Built Drawing Package</b>	<b>Identification Number: DID-TM-03 (a &amp; b)</b>
<p><b>Description:</b> The As-Built Drawing Package must include all engineering drawings of the technical solution for the equipment deliverables defined by the technical requirements in Section 6 that reflect any revisions or changes that occurred during the manufacturing process. All drawings must detail the key components of each assembly, and their respective interconnection(s).</p>	

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<b>Title: As-Built Drawing Package</b>	<b>Identification Number: DID-TM-03 (a &amp; b)</b>
<p><b>Content:</b> At a minimum, the following information must be included:</p> <p>The same content that was supplied for the final approved DID-SE-01 Detailed Design Package.</p> <p>Design changes and deviations:</p> <ul style="list-style-type: none"> <li>• All changes from the approved design in DID-SE-01 must be identified as a revision to the detailed design. The corresponding change approval documentation (to confirm the change was approved by Canada) must be included.</li> <li>• All deviations between individual units or between series of units must be captured by noting the serial numbers to which specific details or drawings apply. The deviation approval documentation (to confirm the deviation was approved by Canada) must be included.</li> </ul> <p><b>Unless otherwise specified by Canada, all final drawings must be sealed and certified by a licensed Professional Engineer.</b></p>	

<b>Title: Master Equipment List</b>	<b>Identification Number: DID-TM-04 (a &amp; b)</b>
<p><b>Description:</b> The Master Equipment List (MEL) is a listing of equipment, and associated data that will be entered into CCG's Maintenance Management System for the purpose of managing maintenance and tracking.</p>	
<p><b>Content:</b> At a minimum, the following information must be included for all Master Equipment:</p> <ol style="list-style-type: none"> <li>a. Item Name: (E.g. Inverter Gas Generator 3000W)</li> <li>b. Item Description: Characteristics that describe the equipment such as physical and functional specifications, capacity and/or rating (E.g. 13 Km/L)</li> <li>c. Original Equipment Manufacturer (OEM) name and address</li> <li>d. Original Equipment Manufacturer (OEM) part number</li> <li>e. NATO stock number (if applicable)</li> <li>f. Original Equipment Manufacturer (OEM) model name or number: Please specify if this does not match the information provided in "d" from this section</li> <li>g. Supplier catalog number (if applicable)</li> <li>h. Supplier name and address</li> <li>i. Warranty information (i.e., coverage after acceptance by Canada, as per Article XX General conditions 2030)</li> <li>j. Supply type; please indicate if the equipment is commercially available or custom fabricated</li> <li>k. Product link to website (if available): Link to manufacturer product description</li> </ol> <p><b>Note:</b> The CCG will provide a sample DID to help guide the development of this DID upon request.</p>	

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<b>Title:</b> <b>Illustrated Instructions</b>	<b>Identification Number:</b> <b>DID-TM-05 (a &amp; b)</b>
<b>Description:</b> The Illustrated Instructions must show, through a combination of text and illustrations/pictograms the appropriate deployment, operation and retrieval of the Weir Skimmer. This is meant to be a quick-reference guide.	
<b>Content:</b> At a minimum, the following information must be included: <ol style="list-style-type: none"><li>Deployment of the Weir Skimmer</li><li>Operation of the Weir Skimmer</li><li>Retrieval and repacking of the Weir Skimmer</li><li>Any other relevant information, as accepted by Canada</li></ol> <p>The Illustrated Instructions must be secured to the inside of the container and be waterproof to withstand a marine environment (for example, laminated pages or specialized paper). The Contractor may propose various waterproofing solutions for consideration by Canada.</p>	

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## **Annex B of the Bid Solicitation**

### **BASIS OF PAYMENT**

#### *Instructions to Offerors:*

*The Offeror must complete Tables 1,2,3 and 4 of Annex C 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 Offeror must provide fixed unit prices for each item in:
  - i. Table 1 (Required Goods and Services Year 1),*
  - ii. Table 2 (Required Goods and Services Year 2),*
  - iii. Table 3 (Required Goods and Services Year 3),*
  - iii. Table 4 (Optional Goods and/or Services Year 1 and 2),**
- e. The Offeror 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 Offeror 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 Offerors will not be included in any resulting contract.**

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**Table 1: Required Goods and Services Year 1  
(Deliveries must occur between April 1st 2025 and March 31st 2026)**

Item no.	Short Item Description	Quantity	Delivery Location	Fixed Unit Price (\$) Year 1 (2025-2026)
1	<b>Documentation –</b> Generate and supply all required documents in accordance with Annex A, SOW (Appendix 1)			
2	45m3/h Weir Skimmer (Configuration A) IAW Annex A, SOW	1	1 Southern Cross Rd., Mount Pearl NL, A1N 5A2	
3	45m3/h Weir Skimmer (Configuration A) IAW Annex A, SOW	1	25 Huron St, Victoria BC, V8V 4V9	
4	45m3/h Weir Skimmer (Configuration A) IAW Annex A, SOW	1	28 Waubeek Street, Parry Sound, ON, P2A 1B9	
5	90m3/h Weir Skimmer (Configuration B) IAW Annex A, SOW	1	101 boul. Champlain, Quebec City QC, G1K 7Y7	
A	<b>Extended price (A)</b> = Sum of the Fixed Unit Prices of Required items 1 – 5 (inclusive)			

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**Table 2: Required Goods and Services Year 2  
(Deliveries must occur between April 1st 2026 and March 31st 2027)**

Item no.	Short Item Description	Quantity	Delivery Location	Fixed Unit Price (\$) Year 2 (2026-2027)	Extended Price (Fixed Unit Price x Quantity)
6	45m3/h Weir Skimmer (Configuration A) IAW Annex A, SOW	1	1 Southern Cross Rd., Mount Pearl NL, A1N 5A2		
7	45m3/h Weir Skimmer (Configuration A) IAW Annex A, SOW	1	11 Unit B, Highway 4, Port Hastings NS, B9A 1M3		
8	45m3/h Weir Skimmer (Configuration A) IAW Annex A, SOW	1	2501 Seal Cove Road Prince Rupert BC V8J 3R1		
9	45m3/h Weir Skimmer (Configuration A) IAW Annex A, SOW	1	28 Waubeek Street, Parry Sound, ON, P2A 1B9		
10	45m3/h Weir Skimmer (Configuration A) IAW Annex A, SOW	1	NATE, 1300 Blair Rd, Cardinal, ON K0E 1E0		
11	90m3/h Weir Skimmer (Configuration B) IAW Annex A, SOW	2	1 Southern Cross Rd., Mount Pearl NL, A1N 5A2		
12	90m3/h Weir Skimmer (Configuration B) IAW Annex A, SOW	1	11 Unit B, Highway 4, Port Hastings NS, B9A 1M3		

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13	90m3/h Weir Skimmer (Configuration B) IAW Annex A, SOW	1	2501 Seal Cove Road Prince Rupert BC V8J 3R1		
14	90m3/h Weir Skimmer (Configuration B) IAW Annex A, SOW	1	25 Huron St, Victoria BC, V8V 4V9		
B	<b>Extended price (B)</b> = Sum of the Extended Prices of Required items 6 – 14 (inclusive)				

**Table 3: Required Goods and Services Year 3  
(Deliveries must occur between April 1st 2027 and March 31st 2028)**

Item no.	Short Item Description	Quantity	Delivery Location	Fixed Unit Price (\$) Year 3 (2027-2028)	Extended Price (Fixed Unit Price x Quantity)
15	45m3/h Weir Skimmer (Configuration A) IAW Annex A, SOW	1	1190 Westmount Rd, Sydney, NS, B1R 2J6		
16	45m3/h Weir Skimmer (Configuration A) IAW Annex A, SOW	3	101 boul. Champlain, Quebec City QC, G1K 7Y7		
17	45m3/h Weir Skimmer (Configuration A) IAW Annex A, SOW	3	NATE, 1300 Blair Rd, Cardinal, ON K0E 1E0		
C	<b>Extended price (C)</b> = Sum of the Extended Prices of Required items 15 – 17 (inclusive)				

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**Table 4: Optional Goods and Services**

Item no.	Short Item Description	Maximum Quantity	Fixed Unit Price (\$) Year 1 (i)	Fixed Unit Price (\$) Year 2 (ii)	Fixed Unit Price (\$) Year 3 (iii)	Fixed Unit Price (\$) Option Year 1 <sup>1</sup> (iv)	Fixed Unit Price (\$) Option Year 2 <sup>2</sup> (v)	Extended Unit Price <sup>3</sup> (\$) (vi)
18	45m <sup>3</sup> /h Weir Skimmer (Configuration A) IAW Annex A, SOW	12						
19	90m <sup>3</sup> /h Weir Skimmer (Configuration B) IAW Annex A, SOW	8						
20	Spare Parts and Tools Kit IAW Annex A, SOW	20	TBN	TBN	TBN	TBN	TBN	TBN
21	Technical Maintenance Training Session IAW Annex A, SOW	10						
22	Operational Training Session IAW Annex A, SOW	10						

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23	Vendor Led Commissioning Session IAW Annex A, SOW	3					
D	<b>Extended price (D) = Sum of the Extended Prices (vi) of Optional items 18-23 (inclusive)</b>						

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**Notes:**

<sup>1</sup>Option Year 1 = April 1, 2028 - March 31, 2029

<sup>2</sup>Option Year 2 = April 1, 2029 – March 31, 2030

<sup>3</sup>Extended Unit Price (vi) for each Article = (Average value of columns i,ii,iii,iv,v ) x Article Maximum Quantity

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

With the exception of transport and travel expenses, all costs, including customs duties, are included in the Fixed Unit Price of each Optional Good and Service. Applicable Taxes are extra.

The Contractor will be reimbursed separately for authorized travel expenses in accordance with Section 8.2 (Travel and Living Expenses – National Joint Council Travel Directive) of the resulting Contract.

Delivery and transportation costs for Optional Items and Task Authorizations must be in accordance with Section 6. Transportation of the resulting contract.

TBN To be negotiated

IAW In Accordance With

**5. Table 5. 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) Contract Years 1,2,3 (i)	Firm Hourly Rate (CAD) Option Year 1 (ii)	Firm Hourly Rate (CAD) Option Year 2 (iii)
24	Labour for Additional Work Requirements	\$	\$	\$
E	<b>Extended Price (E) - Average Firm Hourly Rate (i,ii,iii) x 1000 hours</b>			

**Notes:**

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

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## **Annex C of the Bid Solicitation**

### **SCHEDULE OF DELIVERIES AND MILESTONES**

*Instructions to Bidders:*

*a. Delivery is required by 31 March of the listed year in each table, however the Bidder must indicate their best Delivery Dates for each item identified (with the exception of Documentation, which is to be delivered in accordance with Annex A, Statement of Work). These dates will be utilized in any resulting contract.*

*b. If the Delivery Date element is left blank, Canada will insert "31 March" of the required year for that element.*

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

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**1. Schedule of Deliveries – Year 1  
(Deliveries must occur between April 1st 2025 and March 31st 2026)**

Item no.	Short Item Description	Quantity	Delivery Location	Required By Delivery Date	Delivery Date (Calendar Days ACA)
1	<b>Documentation<sup>1</sup></b> Generate and supply all required documents in accordance with Annex A, SOW (Appendix 1)				
2	45m3/h Weir Skimmer (Configuration A) IAW Annex A, SOW	1	1 Southern Cross Rd., Mount Pearl NL, A1N 5A2	March 31, 2026	
3	45m3/h Weir Skimmer (Configuration A) IAW Annex A, SOW	1	25 Huron St, Victoria BC, V8V 4V9	March 31, 2026	
4	45m3/h Weir Skimmer (Configuration A) IAW Annex A, SOW	1	28 Waubeek Street, Parry Sound, ON, P2A 1B9	March 31, 2026	
5	90m3/h Weir Skimmer (Configuration B) IAW Annex A, SOW	1	101 boul. Champlain, Quebec City QC, G1K 7Y7	March 31, 2026	

**Notes :**

<sup>1</sup> Complete delivery of documentation does not include recurring documentation requirements (DID-PM-01, DID-PM-02) and copies accompanying each Weir Skimmer delivery (DID-SE-04a, DID-SE-04b, DID-SE-05-a, DID-SE-05b, DID-TM-01a, DID-TM-01b, DID-TM-05a, DID-TM-05b)

All deliverables in Year 1 must be received by 31 March 2026. Note: If vendor provides better dates, Required By Delivery Date will be adjusted in resulting Contract.

ACA: After Contract Award Date

N/A: Not applicable

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**2. Schedule of Deliveries – Year 2**  
**(Deliveries must occur between April 1st 2026 and March 31st 2027)**

Item no.	Short Item Description	Quantity	Delivery Location	Required Delivery Date	Delivery Date
6	45m <sup>3</sup> /h Weir Skimmer (Configuration A) IAW Annex A, SOW	1	1 Southern Cross Rd., Mount Pearl NL, A1N 5A2	March 31, 2027	
7	45m <sup>3</sup> /h Weir Skimmer (Configuration A) IAW Annex A, SOW	1	11 Unit B, Highway 4, Port Hastings NS, B9A 1M3	March 31, 2027	
8	45m <sup>3</sup> /h Weir Skimmer (Configuration A) IAW Annex A, SOW	1	2501 Seal Cove Road Prince Rupert BC V8J 3R1	March 31, 2027	
9	45m <sup>3</sup> /h Weir Skimmer (Configuration A) IAW Annex A, SOW	1	28 Waubeek Street, Parry Sound, ON, P2A 1B9	March 31, 2027	
10	45m <sup>3</sup> /h Weir Skimmer (Configuration A) IAW Annex A, SOW	1	NATE, 1300 Blair Rd, Cardinal, ON K0E 1E0	March 31, 2027	
11	90m <sup>3</sup> /h Weir Skimmer (Configuration B) IAW Annex A, SOW	2	1 Southern Cross Rd., Mount Pearl NL, A1N 5A2	March 31, 2027	
12	90m <sup>3</sup> /h Weir Skimmer (Configuration B) IAW Annex A, SOW	1	11 Unit B, Highway 4, Port Hastings NS, B9A 1M3	March 31, 2027	

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13	90m3/h Weir Skimmer (Configuration B) IAW Annex A, SOW	1	2501 Seal Cove Road Prince Rupert BC V8J 3R1	March 31, 2027	
14	90m3/h Weir Skimmer (Configuration B) IAW Annex A, SOW	1	25 Huron St, Victoria BC, V8V 4V9	March 31, 2027	

**Note:**

All deliverables in Year 2 must be received by 31 March 2027. Note: If vendor provides better dates, Required By Delivery Date will be adjusted in resulting Contract.

**3. Schedule of Deliveries – Year 3  
(Deliveries must occur between April 1st 2027 and March 31st 2028)**

Item no.	Short Item Description	Quantity	Delivery Location	Required Delivery Date	Delivery Date
15	45m3/h Weir Skimmer (Configuration A) IAW Annex A, SOW	1	1190 Westmount Rd, Sydney, NS, B1R 2J6	March 31, 2028	
16	45m3/h Weir Skimmer (Configuration A) IAW Annex A, SOW	3	101 boul. Champlain, Quebec City QC, G1K 7Y7	March 31, 2028	
17	45m3/h Weir Skimmer (Configuration A) IAW Annex A, SOW	3	NATE, 1300 Blair Rd, Cardinal, ON K0E 1E0	March 31, 2028	

**Note:**

All deliverables in Year 3 must be received by 31 March 2028. Note: If vendor provides better dates, Required By Delivery Date will be adjusted in resulting Contract.

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#### 4. Optional Goods and Services

Item no.	Short Item Description	Maximum Quantity	Delivery Date (Calendar Days after option exercised)
18	45m <sup>3</sup> /h Weir Skimmer (Configuration A) IAW Annex A, SOW	12	
19	90m <sup>3</sup> /h Weir Skimmer (Configuration B) IAW Annex A, SOW	8	
20	Spare Parts and Tools Kit IAW Annex A, SOW	20	TBN
21	Technical Maintenance Training Session IAW Annex A, SOW	10	
22	Operational Training Session IAW Annex A, SOW	10	
23	Vendor Led Commissioning Session IAW Annex A, SOW	3	

#### Notes:

If exercised, Optional Goods and Services may be procured at any time during the contract years 1,2, and 3, and optional period 1 (April 1, 2028 - March 31,2029) and 2 (April 1, 2029 - March 31 2030).

TBN: To be negotiated

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**NOTES:**

1. All deliveries must be received DDP, Incoterms 2020
2. All deliverables must be received by the specified Required Delivery Date within each table.  
Note: If vendor provides better dates, Required By Delivery Date will be adjusted in resulting Contract.

**3. Delivery Date Changes**

Delivery date is an essential part of this contract. Except for a claim of excusable delay pursuant to Section 20.10 (Excusable Delay) of the Resulting Contract Clauses, 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 Section 19.2 (Termination on Default), and the Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source;
- b. Consideration for Contract Amendment: Delivery date(s) will not be extended without consideration being provided by the Contractor in the form of adjustment to the price, warranty, and/or goods and services provided; and
- c. The execution of any applicable actions outlined in vendor performance policies established by Canada.

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#### 5. Schedule of Milestones for Weir Skimmers Systems (Configurations A and B)

Milestone #	Description	Claim Value <sup>1</sup>
1	Quality Assurance Plan <sup>2</sup>	30%
2	Weir Skimmer Delivery	65%
3	Documentation Hard Copies <sup>3</sup>	5%

<sup>1</sup> Claim Value is the maximum percentage of the Unit Price of Weir Skimmer Systems Configurations A and B (Items 2-19) in Annex B – Basis of Payment that the Contractor can submit a claim in accordance with the Contract upon achieving the Milestone.

<sup>2</sup> Quality Assurance Plan is the final version of DID-SE-04a or DID-SE-04b accompanying each Weir Skimmer Package (See Annex A, Appendix 1 – Contract Data Requirements List). Milestone 1 is achieved on acceptance of final version of DID-SE-04a/DID-SE-04b by Canada.

<sup>3</sup> Documentation Hard Copies are the Contract DID requirements to be included with each Weir Skimmer delivery including: DID-SE-05-a/DID-SE-05b, DID-TM-01a/DID-TM-01b, DID-TM-05a/DID-TM-05b (See Annex A, Appendix 1 – Contract Data Requirements List)

## Task Authorization Autorisation de tâche

**Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization**  
*(Use form DND 626 for contracts for the Department of National Defence)*

**Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Autorisation de tâche**  
*(Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense)*

**Contract Number**

Enter the PWGSC contract number.

**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**

**TA Revision Number**

Enter the revision number to the task, if applicable.

**Numéro de la révision de l'AT**

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

**Total Estimated Cost of Task (Applicable taxes extra) before the revision**

Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.

**Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision**

Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.

**Increase or Decrease (Applicable taxes extra), as applicable**

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

**Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu**

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

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

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

**A. Task Description of the Work required:**

**A. Description de tâche des travaux requis :**

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

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

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

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

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

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

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

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

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

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

---

**B. Basis of Payment:**

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

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

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

**Option 2:**

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

**D. Method of Payment**

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

**B. Base de paiement :**

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

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

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

**Option 2 :**

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

**D. Méthode de paiement**

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

---

**2. Authorization(s):**

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

**3. Contractor's Signature**

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

**2. Autorisation(s) :**

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

**3. Signature de l'entrepreneur**

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



## Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

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

Security Requirements: This task includes security requirements

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

No - Non

Yes - Oui

If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract

Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat



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

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

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

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

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

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint
B. Basis of Payment - Base de paiement	See Attached - Ci-joint
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint

Contract Number - Numéro du contrat

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## ANNEX E 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)

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**ANNEX F 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 Weir Skimmer (Solicitation F7047-220015).

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

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

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

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

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

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

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## **Annex G of the Bid Solicitation**

### **Technical Bid Evaluation Plan**

### **45m<sup>3</sup>/h & 90m<sup>3</sup>/h Weir Skimmers**



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## SECTION 1 INTRODUCTION

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### 1.1. PURPOSE

This document defines the methodology that will be used to evaluate the technical portion of each bid submitted in response to the Solicitation for the procurement of Weir Skimmers.

## SECTION 2 REFERENCE DOCUMENTATION

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### 2.1. GENERAL CONSIDERATIONS

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

- a) Appendix A – Mandatory Criteria – **Part 1 of 2, M1**; and
- b) Appendix A – Mandatory Criteria – **Part 2 of 2, M2 to M7**.

2.1.2. In the context of this Annex, the following definitions apply:

- *Configuration A* : The Weir Skimmer system with a minimum capacity of 45 m<sup>3</sup>/h as described in SOW requirement B.2.1.
- *Configuration B* : The Weir Skimmer system with a minimum capacity of 90 m<sup>3</sup>/h as described in SOW requirement B.2.1.
- *Proposed Skimmer/System*: The skimmer or system being offered by the Bidder to satisfy the requirements of this solicitation.

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

2.2.1. The Supplier'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 Supplier 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 Supplier must provide the location (page number) of the requested information in the arrangement package in the 'Bid Cross-Reference' column for each mandatory requirement found in Appendix A – Mandatory Criteria – Part 1 of 2.

2.2.4. 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
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M1	All requirements stipulated in Annex A (Statement of Work) will be met.	The Bidder must include a Certificate of Compliance (Annex X of the Bid Solicitation) signed by an authorized representative.	Yes	JD	<i>Page 1 of the Bid</i>
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### 2.3. GUIDELINES FOR APPENDIX A – MANDATORY CRITERIA – PART 2 OF 2

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

Item No.	Mandatory Requirement	Method of Compliance	Compliant (Yes/No)	Initials	Bid Cross-Reference
M2	The Bidder must have sold at least 10 of the proposed 45m <sup>3</sup> /h Weir Skimmers (Configuration A) since January 2018.	The Bidder must provide documentation that clearly demonstrates that they have sold a minimum of 10 of the proposed 45m <sup>3</sup> /h Weir Skimmers (Configuration A) since January 2018.	Yes	JD	<i>Section 4 – page 88 of the Bid</i>

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

Item No.	Mandatory Requirement	Method of Compliance	Compliant (Yes/No)	Initials	Bid Cross-Reference
M1	The Supplier must meet all requirements stipulated in Annex A (Statement of Work).	The Bidder must include a Certificate of Compliance (Annex F of the Bid solicitation) signed by an authorized representative.			

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

**NOTE: The mandatory requirements listed below are only for the purpose of evaluating the bids. They do not reflect all of the technical requirements in the Statement of Work. Once in Contract, the Bidder must demonstrate that all of the technical requirements have been met through product verification.**

Item No.	Mandatory Requirement	Item No.	Method of Compliance	Compliant (Yes/No)	Initials	Bid Cross-Reference
M2	The Bidder must identify the *Weir Skimmer System they propose for Configuration A. *The Weir Skimmer System consists of the following major components: - A skimmer head; - A brush adaptor for the skimmer head; - A hydraulic hose reel; - A hydraulic power unit (HPU); and - A storage container.	M2 (i)	The Bidder must provide the following for the proposed Configuration A Weir Skimmer System:  a. General arrangement drawing(s); and  b. Photographs and/or brochures.			

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Item No.	Mandatory Requirement	Item No.	Method of Compliance	Compliant (Yes/No)	Initials	Bid Cross-Reference
			*General arrangement drawings are engineering drawings that show the entire system, its components, and overall dimensions.			
		M2 (ii)	The Bidder must provide engineering drawing(s) of the skimmer head.			
		M2 (iii)	The Bidder must provide engineering drawing(s) of the brush adaptor.			
		M2 (iv)	The Bidder must provide engineering drawing(s) of the hydraulic power unit.			
		M2 (v)	The Bidder must provide engineering drawing(s) of the hose reel.			
M3	The proposed Weir Skimmer Configuration A must be capable of pumping oil of 200,000 centistokes (cSt) in viscosity at 31 m³/h. <b>Note:</b> For the purposes of the bid evaluation, the bidder is only required to show compliance with the above requirements for flow and viscosity. However, once in contract, the bidder must validate that the pump can meet the complete pumping performance requirements in the Statement of Work, including:	M3 (i)	The Bidder must provide test data and any required technical analysis that proves that the proposed Weir Skimmer Configuration A is capable of pumping oil of at least 200,000 centistokes (cSt) in viscosity at a minimum of 31 m³/h.			

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Item No.	Mandatory Requirement	Item No.	Method of Compliance	Compliant (Yes/No)	Initials	Bid Cross-Reference
	<i>B.2.9 b. Can pump oil and bitumen of at least 200,000 cSt at a 45 m [147.64 ft] distance, at a height of 5.5 m [18 ft] and at a minimum rate of 70% of the pump's nameplate.</i>					

Item No.	Mandatory Requirement	Item No.	Method of Compliance	Compliant (Yes/No)	Initials	Bid Cross-Reference
M4	The Bidder or their manufacturer must have sold at least 10 of the proposed configuration A Weir Skimmer head since January 2018.	M4 (i)	The Bidder must provide documentation* that clearly demonstrates that they or their manufacturer have sold a minimum of 10 of the proposed Configuration A Weir Skimmer heads since January 2018.  *Documentation must be in the form of invoices (single or multiple), purchase orders, bill of sales or bill of lading.			
		M4 (ii)	The total amount of Configuration A Weir Skimmer heads referenced in			

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Item No.	Mandatory Requirement	Item No.	Method of Compliance	Compliant (Yes/No)	Initials	Bid Cross-Reference
			the documentation supplied as per M4 (i) must be at least 10.			
		M4 (iii)	The date(s) stated on the documentation supplied as per M4 (i) must be equal to or later than January 1 <sup>st</sup> , 2018.			
		M4 (iv)	The Configuration A Weir Skimmer heads referenced in the documentation supplied as per M4 (i) must be the same system shown in M2.			

Item No.	Mandatory Requirement	Item No.	Method of Compliance	Compliant (Yes/No)	Initials	Bid Cross-Reference
M5	The Bidder must identify the *Weir Skimmer System they propose for Configuration B.  *The Weir Skimmer System consists of the following major components: - A skimmer head; - A brush adaptor for the skimmer head; - A hydraulic hose reel; - A hydraulic power unit (HPU); and - A storage container.	M5 (i)	The Bidder must provide the following for the proposed Configuration B Weir Skimmer System:  a. General arrangement drawing(s); and  b. Photographs and/or brochures.  *General arrangement drawings are engineering drawings that show the			

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Item No.	Mandatory Requirement	Item No.	Method of Compliance	Compliant (Yes/No)	Initials	Bid Cross-Reference
			entire system, its components, and overall dimensions.			
		M5 (ii)	The Bidder must provide engineering drawing(s) of the skimmer head.			
		M5 (iii)	The Bidder must provide engineering drawing(s) of the brush adaptor.			
		M5 (iv)	The Bidder must provide engineering drawing(s) of the hydraulic power unit.			
		M5 (v)	The Bidder must provide engineering drawing(s) of the hose reel.			

Item No.	Mandatory Requirement	Item No.	Method of Compliance	Compliant (Yes/No)	Initials	Bid Cross-Reference
M6	<p>The proposed Weir Skimmer Configuration B must be capable of pumping oil of 200,000 centistokes (cSt) in viscosity at 62 m³/h.</p> <p><b>Note:</b> For the purposes of the bid evaluation, the bidder is only required to show compliance with the above requirements for flow and viscosity. However, once in contract, the bidder must validate that the pump can meet</p>	M6 (i)	The Bidder must provide test data and any required technical analysis that proves that the proposed Weir Skimmer Configuration B is capable of pumping oil of at least 200,000 centistokes (cSt) in viscosity at a minimum of 62 m³/h.			

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Item No.	Mandatory Requirement	Item No.	Method of Compliance	Compliant (Yes/No)	Initials	Bid Cross-Reference
	<p>the complete pumping performance requirements in the Statement of Work, including:</p> <p><i>B.2.9 b. Can pump oil and bitumen of at least 200,000 cSt at a 45 m [147.64 ft] distance, at a height of 5.5 m [18 ft] and at a minimum rate of 70% of the pump's nameplate.</i></p>					

Item No.	Mandatory Requirement	Item No.	Method of Compliance	Compliant (Yes/No)	Initials	Bid Cross-Reference
M7	<p>The Bidder or their manufacturer must have sold at least 10 of the proposed configuration B Weir Skimmer head since January 2018.</p>	M7 (i)	<p>The Bidder must provide documentation* that clearly demonstrates that they or their manufacturer have sold a minimum of 10 of the proposed Configuration B Weir Skimmer heads since January 2018.</p> <p>*Documentation must be in the form of invoices (single or multiple), purchase orders, bill of sales or bill of lading.</p>			
		M7 (ii)	<p>The total amount of Configuration B Weir Skimmer heads referenced in</p>			

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Item No.	Mandatory Requirement	Item No.	Method of Compliance	Compliant (Yes/No)	Initials	Bid Cross-Reference
			the documentation supplied as per M7 (i) must be at least 10.			
		M7 (iii)	The date(s) stated on the documentation supplied as per M7 (i) must be equal to or later than January 1 <sup>st</sup> , 2018.			
		M7 (iv)	The Configuration B Weir Skimmer systems referenced in the documentation supplied as per M7 (i) must be the same system shown in M5.			