



<p><b>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada</b></p> <p><b>Electronic Copy / Copie électronique:</b> <a href="mailto:soumissionsbids@ec.gc.ca">soumissionsbids@ec.gc.ca</a></p> <p><b>BID SOLICITATION DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>SOUSSION À: ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b> Crating and Packaging Services of Goods for Sealift</p>	
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000061952</p>	
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2023-03-20</p>	
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b></p> <p><b>at – à 2:00 P.M. on – le 2023-04-14</b></p>	<p><b>Time Zone – Fuseau horaire</b>  EDT / HAE</p>
	<p>F.O.B – F.A.B N/A</p>	
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Garvin Suepaul <a href="mailto:Garvin.Suepaul@ec.gc.ca">Garvin.Suepaul@ec.gc.ca</a></p>	
	<p><b>Telephone No. – N° de téléphone</b> 613-295-4823</p>	<p><b>Fax No. – N° de Fax</b> N/A</p>
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> See Annex A, Section 5 - Schedule of Work</p>	
	<p><b>Destination of Services / Destination des services</b> 4905 Dufferin Street, Toronto, Ontario and 867 Lakeshore Rd, Burlington, Ontario</p>	
	<p><b>Security / Sécurité</b> There is no security requirement associated with this solicitation</p>	
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>		
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>	
<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>		
<p><b>Signature</b></p>	<p><b>Date</b></p>	



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**Title:** Crating and Packaging Services of Goods for Sealift

**PART 1 - GENERAL INFORMATION**

**1.1 Introduction**

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Integrity Provisions, and Insurance Requirements.

**1.2 Summary**

1.2.1 Environment and Climate Change Canada has a requirement for packing and crating services for the annual arctic sealift resupply, the services will be required every calendar year in the spring and summer for five (5) years, as detailed in the Statement of Work, Annex A to the bid solicitation.

The period of the contract is from contract award (April 2023) to March 31, 2028.

1.2.2 There is no security requirement associated with this requirement.

1.2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.

1.2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 4 of Part 2 of the bid solicitation.

1.2.5 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement, Canada-Colombia Free Trade Agreement, Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade



Agreement, Canada-Panama Free Trade Agreement, and Canada-Peru Free Trade Agreement.

### **1.3 Debriefings**

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



## PART 2 - BIDDER INSTRUCTIONS

### 2.1. Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

**Under “Text” at 02:**

**Delete:** “Procurement Business Number”

**Insert:** “Deleted”

**At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** “Deleted”

**At Section 05 Submission of Bids, Subsection 05 (2d):**

**Delete:** In its entirety

**Insert:** “send its bid only to Environment and Climate Change Canada as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

**At Section 05 Submission of Bids, Subsection 05 (4):**

**Delete:** “sixty (60) days”

**Insert:** “one hundred and twenty (120) days”

**At Section 06 Late Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment and Climate Change Canada”

**At Section 07 Delayed Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment and Climate Change Canada”

**At Section 08 Transmission by Facsimile, Subsection 08 (1):**

**Delete:** In its entirety

**At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:**

**Delete:** In their entirety

**Insert:** “Deleted”

**At Section 17 Joint Venture, Subsection 17 (1) b.:**

**Delete:** “the Procurement Business Number of each member of the joint venture,”

**Insert:** “Deleted”



**At Section 20 Further Information, Subsection 20 (2):**

**Delete:** In its entirety

**Insert:** "Deleted"

**2.2 SACC MANUAL CLAUSES**

**A7035T (2007-05-25) List of Proposed Subcontractors**

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

**B1000T (2014-06-26) Condition of Material – BID**

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date.

**2.3. Submission of Bids**

Bids must be submitted to Environment and Climate Change Canada (ECCC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

**2.4. Former Public Servant – Competitive Bid**

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

**Definitions**

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or



- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

### **Former Public Servant in Receipt of a Pension**

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;





- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

## 2.5. Enquiries - Bid Solicitation

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

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

## 2.6. Applicable Laws

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

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

## 2.7. Bid Challenge and Recourse Mechanisms

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

## 2.8. Improvement of Requirement During Solicitation Period

Clause [A9076T](#) advises Bidders that they can propose improvement to the technical requirement(s) contained in the bid solicitation.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 soft copy in PDF format via electronic mail).

Section II: Financial Bid (1 soft copy in PDF format via electronic mail).

Section III: Certifications (1 soft copy in PDF format via electronic mail).

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

#### **Note for electronic submission of bids:**

In order to be considered, bids must be received by the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: [soumissionsbids@ec.gc.ca](mailto:soumissionsbids@ec.gc.ca)

Attention: Garvin Suepaul

Solicitation Number: 5000061952

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid,



Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with Annex B – Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Bidders must submit their financial bid in Canadian funds.

Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

## **Exchange Rate Fluctuation**

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

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the mandatory technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

### **4.2. Technical Evaluation**

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

In the case of a joint venture, the combined experience of the parties forming the joint venture will be considered in the evaluation of the experience of the Bidder.

#### **4.2.1 Mandatory Technical Criteria**

Bids must meet the Mandatory Technical Criteria set out below.

The Bidder may, at the request of the Contracting Authority, be required to provide any missing information related to the Mandatory Technical Criteria. If this is requested, and the Bidder fails to provide this information within two (2) business days from the date of the request, the bid will be considered non-responsive.

Bids which fail to meet the Mandatory Technical Criteria will be deemed non-responsive and will not be evaluated further. Mandatory criteria are evaluated on a simple pass or fail basis. This will be evaluated as either a "Yes" or a "No".

The Bidder must provide the necessary documentation to support compliance with this requirement, including the page number or section containing the required information.

#### **Corporate Experience**

The Mandatory Technical Criteria will be assessed against the Corporate Experience of the Bidder (i.e. the firm's experience).

The Bidder must have been the prime Contractor, rather than a subcontractor. This means that the Bidder contracted directly with the customer of the work. If the Bidder's contract on the project was to perform work which another entity had itself first contracted to perform, the Bidder will not be considered the prime Contractor. For example, Z (customer) contracted with Y for services. Y, in turn, entered into a contract with X to provide all or part of these services to Z. In this example, Y is a prime Contractor and X is a subcontractor.

For any criteria that specify a particular time period (e.g., 3 years) of work experience, ECCC will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada



will evaluate only the duration that the Bidder actually worked on a project or projects (from its start date to end date), instead of the overall start and end date of a project or a combination of projects in which the Bidder has participated.

For work experience to be considered by Canada, the technical bid must demonstrate that the Bidder has the required work experience by explaining the responsibilities and work performed by the Bidder while on the project. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the qualification requirements, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. In situations in which a Bidder worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the Bidder's length of experience.

**Customer Reference**

- Canada reserves the right to contact any of the customer references identified in the Bidder's bid to validate the information provided. If the customer reference fails to validate the information within five (5) days from the date of the request, the bid will be considered non-responsive.
- If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid.
- If the named individual is unavailable when required during the evaluation period, the Bidder may be requested to provide the name and contact information of an alternate contact from the same customer. If this is requested, and the Bidder fails to provide this information within two (2) business days from the date of the request, the bid will be considered non-responsive.

<b>Mandatory Technical Criteria</b>			
<b>Criterion</b>	<b>Description</b>	<b>Compliance</b>	<b>Page # Reference</b>
<b>M1</b>	<b>CORPORATE PROFILE</b>  The Bidder must provide its full legal name in its offer. The Bidder must also provide a corporate résumé of the Firm that includes, as a minimum, the Firm's primary area(s) of business, number of years in business, key team members, and number of employees.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M2</b>	<b>CORPORATE EXPERIENCE IN CRATING</b>  The Bidder must provide experience in crating for Canadian High Arctic sea transportation* for a minimum of three (3) years carried out within the last five (5) years from the date of bid closing.	<input type="checkbox"/> Yes <input type="checkbox"/> No	



	<p>For each project identified towards meeting the corporate experience in crating, the following information must be provided by the Bidder:</p> <ol style="list-style-type: none"> <li>1. The name of the client organization for whom the work was performed.</li> <li>2. Name, title, email and phone number of a customer reference contact person from the client organization to whom the crating services were provided.</li> <li>3. Project name, location and description of the work performed.</li> <li>4. Dates and duration of crating experience acquired during the project.</li> </ol> <p>*Canadian High Arctic sea transportation means marine transportation to Nunavut.</p>		
<p><b>M3</b></p>	<p><b>CORPORATE EXPERIENCE MANUFACTURING WOOD CRATES</b></p> <p>The Bidder must demonstrate that it has three (3) years' experience in wood crate manufacturing projects of similar size and scope to what is requested in Annex A – Statement of Work, in the last five (5) years from the date of bid closing.</p> <p>For each project identified towards meeting the corporate experience manufacturing wood crates, the following information must be provided by the Bidder:</p> <ol style="list-style-type: none"> <li>1. The name of the client organization for whom the work was performed.</li> <li>2. Name, title, email and phone number of a customer reference contact person from the client organization to whom the wood crate manufacturing was provided.</li> <li>3. Project name, location and description of the work performed, including images if available.</li> <li>4. Dates and duration of crate manufacturing experience acquired during the project.</li> </ol>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	



	5. Dollar value of the work on the project.		
<b>M4</b>	<p><b>WORKPLAN</b></p> <p>1. The Bidder must submit a Workplan that demonstrates the Bidder can meet the requirements within schedule as outlined in Annex A – Statement of Work.</p> <p>The Workplan <u>must</u> include:</p> <p>(i) Identifying how the Bidder will provide a 24-hour turnaround time for crate manufacturing and crating services for 50 items requiring a 48"x48"x48" crate, including resources, crate and packing materials, time allocation, tasks and scheduling.</p> <p>(ii) Identification of potential risks and problem areas, with proposed mitigation measures.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M5</b>	<p><b>CERTIFICATION</b></p> <p>The Bidder must provide:</p> <p>a) proof of certification under the Canadian Wood Packaging Certification Program (CWPCP)</p> <p>or</p> <p>b) proof of registration under the Canadian Heat Treated Wood Products Certification Program (HT Program)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

### 4.3. Financial Evaluation

#### 4.3.1 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

For evaluation purposes only, the price of the bid will be determined as described under the Financial Proposal instructions in Annex "B".

#### 4.4 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.



The responsive bid with the lowest evaluated price will be recommended for award of a contract.

If identical low bids are received the contract will be awarded on the basis of best value.





## **PART 5 - CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### **5.1. Certifications Required Precedent to Contract Award**

#### **5.1.1. Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

The Bidder must provide the Contracting Authority with a completed annex Integrity Provisions, before contract award.



## **PART 6 – SECURITY AND OTHER REQUIREMENTS**

### **6.1. Security Requirement**

There is no security requirement applicable to this Contract.

### **6.2. Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in the contract.

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



## PART 7 - RESULTING CONTRACT

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

**Title:** *(insert at contract award)*

### 7.1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### 7.2. Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

[2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 7.3. Security Requirement

7.3.1 There is no security requirement applicable to this Contract.

### 7.4. Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract Award to March 31, 2028.

### 7.5. Authorities

#### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_ *(insert at contract award)*

Title: \_\_\_\_\_

Environment and Climate Change Canada  
Procurement and Contracting Division

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

E-mail address: \_\_\_\_\_

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must



not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 7.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_ *(insert at contract award)*

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

### 7.5.3 Contractor's Representative

Name: \_\_\_\_\_ *(insert at contract award)*

Title: \_\_\_\_\_

(Legal & Operating Company Name) : \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 7.6. Proactive Disclosure of Contracts with Former Public Servants

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

### 7.7. Payment

#### 7.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ *(insert the amount at contract award)*. Customs duties are included, and Applicable Taxes are extra.



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

### 7.7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ *(insert at contract award)* Customs duties are included and the Applicable Taxes are extra.
- (b) 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 percent committed, or
  - (ii) four (4) 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) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.7.3 Terms of Payment

H1001C (2008-05-12) Multiple Payment

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions if payment is due.

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

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

### 7.7.4 Time Verification

C0711C (2008-05-12) Time Verification



## 7.8. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

Invoices cannot be submitted until all work identified in the invoice has been completed and that all labour and materials related to the Work identified in the invoice have been received by the Technical Authority.

2. The Contractor must distribute the invoices and reports as follows:
  - One copy of the invoice must be forwarded to the address shown on page 1 of the Contract for certification and payment.
3. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document, packing slip(s), and any other documents as specified in the Contract; and
  - c. a copy of the invoices, receipts, and vouchers for all direct expenses.

## 7.9. Certifications and Additional Information

### 7.9.1 Compliance

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

## 7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*insert at contract award*)

## 7.11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010C (2022-12-01) General Conditions – Services (medium complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Integrity Provisions;
- (f) Annex "D", Insurance Requirements; and
- (g) the Contractor's bid dated \_\_\_\_\_, (*insert at contract award*)

## 7.12. Insurance Requirements



The Contractor must comply with the insurance requirements specified in Annex “D”. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **7.13. SACC Manual Clauses**

SACC Manual clause [D2000C](#) (2007-11-30)

SACC Manual clause [D2025C](#) (2017-08-17)

### **7.14. Dispute Resolution**

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



## **ANNEX "A" STATEMENT OF WORK**

### **Title: Crating and Packaging Services of Goods for Sealift**

#### **1.0 Background**

Environment and Climate Change Canada (ECCC) operates a network of thirty Upper Air observing stations. The purpose of these stations is to record and transmit meteorological data from instruments attached to a balloon. Out of the 30 Upper Air stations, 10 uses Sealift as a mean to transport annual re-supply of equipment and goods.

Sealift is a large-scale transportation of supplies and equipment by sea. Sealift is a vital link for all Canadian High Arctic isolated communities and their residents to obtain their annual re-supply of goods needed throughout the year. Sealift shipping takes place between late June to late October each year.

The sealift annual re-supply of Environment and Climate Change Canada's (ECCC) weather stations in the Canadian High Arctic requires the building of wooden, water-tight crates for shipment of supplies by sea on a boat. Building of crates takes place between April to October of each year.

Water-tight crate sizes and styles may vary from small to medium to very large and the weight can range from 60 to 5000 lbs. or more. The Technical Authority will provide measurements prior to commencing the manufacturing of the crates.

Packaging will ensure secure handling, loading and unloading for the various commodities such as but not limited to: dangerous goods, furniture, scientific equipment, consumables, and perishable goods. The crates must be also built to ensure the stress of being handled numerous times in the loading and offloading of vessels and barges. Important to note that the crates will be exposed to severe weather, salt and water environment and be handled numerous times.

The equipment and goods that require crating and packaging are currently located at two ECCC Warehouses: 867 Lakeshore Road in Burlington, Ontario and 4905 Dufferin Street in Toronto, Ontario. This contract is every sealift season for a period of 5 years.

#### **1.1 Objective**

The Contractor shall determine in conjunction with Environment and Climate Change Canada representative, the crating, packaging and labelling requirements for the shipment of supplies by sea needed at all Canadian High Arctic isolated communities. The Contractor will supply all needed labour, tools and construction materials required to manufacture crates and perform the crating services as required.

#### **1.2 Terminology**

- Crating Services- building custom wooden water-tight crates and packing solutions for the secure transportation of goods via Sealift.
- ECCC- Environment and Climate Change Canada
- IATA- International Air Transport Associations





- IMO- International Maritime Organization
- IPPC- International Plant Protection Convention
- ISPM-15- International Standard for Phytosanitary Measures No. 15
- Sealift- Marine transportation of goods by ship to Canadian High Arctic isolated communities.

## 2.0 Scope of Work

### 2.1 Contractor Responsibilities (Tasks and Deliverables)

The Contractor must perform and complete the following:

- 2.1.1 The work consisting of, but not limited to, the design and manufacturing of crates in treated wood, and vacuum packaging for equipment, supplies and goods in preparation for sea transportation.
- 2.1.2 Ensure compliance that ALL CRATES are constructed in accordance with the shipping specifications provide at the following links:  
<https://neas.ca/wp-content/uploads/NEAS-Packaging-Guide.pdf>  
[https://www.arcticsealift.com/content\\_page.php?type=sub&id=1003](https://www.arcticsealift.com/content_page.php?type=sub&id=1003)  
[https://www.inf.gov.nt.ca/sites/inf/files/resources/gnwt\\_non-negotiable\\_shipping\\_receipt\\_terms\\_and\\_conditions\\_0.pdf](https://www.inf.gov.nt.ca/sites/inf/files/resources/gnwt_non-negotiable_shipping_receipt_terms_and_conditions_0.pdf)
- 2.1.3 Be able to respond to ECCC warehouse staff requests including on-site construction of crates within 24 hours of request from ECCC.
- 2.1.4 Be able to schedule and supply necessary staff, materials and equipment to properly complete crating of various dimensions.
- 2.1.5 Determine in conjunction with Environment and Climate Change's Canadas Technical Authority the crating requirement.
- 2.1.6 Supply all needed construction materials, treated wood, nails, fasteners, polyurethane plastic liners as required, including the transportation of the crating materials to the location of work (see section 3.0 of Annex A).
- 2.1.7 Ensure all crates and packages will be marked as specified by ECCC warehouse staff. Each crate labelling and/or marking must be legible, permanent and not transferable, and placed in a visible location and on least 2 opposite sides of the article being shipped.
- 2.1.8 Follow all Federal, Provincial, Municipal, International regulations governing the transportation packaging and crating of the materiel, including dangerous goods as defined by the International Air Transport Associations (IATA) and/or the International Maritime Organization, (IMO), codes and adherence to any dangerous goods regulations, is or will be met and/or obtained before the commencement of any service.  
[www.iata.org](http://www.iata.org)  
[www.imo.org](http://www.imo.org)
- 2.1.9 Ensure packing slip including the list of contents are enclosed in a plastic envelope and adhered on the front wall of each crate.



## 2.2 Environment and Climate Change Canada Responsibilities

2.2.1 ECCC will endeavor to provide at least 24 hours' notice of requirement.

## 2.3 Standards and Instructions

### 2.3.1 Crating:

Wood or fiberboards boxes used as specified hereinafter must be wood-cleated fiberboard, wood cleated plywood, nailed wood, corrugated fiber or solid fiber boxes. Boxes must be new and free of any substances injurious to the articles being packed. Boxes may be made of lumber, plywood, or solid fiber and must be well manufactured and free from imperfections which may affect their utility. Wood used must be ISPM-15 certified with the International Plant Protection Convention (IPPC) seal visible on the outside of wood crates. The means of containment should prevent any water from pooling on the crate/container.

Link: [IPPC - International Plant Protection Convention](#)

### 2.3.2 Filler Material:

Good quality unprinted newsprint, "Kimpak", fiberboard or Kraft paper must be used as a filler for general packing. Filler material must be clean, dry and free from vermin or any substances injurious to the articles to be packed. Straw must not be used as a packing material.

### 2.3.3 Padding:

New or good quality used shredded paper pads, or other equally suitable material, must be used when required.

### 2.3.4 Paper Wrapping:

All wrapping paper must be polyethylene shrink wrap or bags for waterproofing new, clean, Kraft type of not less than 30 pounds weight except as advised by Technical Authority.

### 2.3.5 Paper - Waxed or Treated:

All waxed paper used must be manila, wax or equivalent of not less than 30 pounds weight.

Treated paper may be used if of "Butcher" paper type, free from creases and folds.

### 2.3.6 Electronics:

All electronic equipment should be packed in original packaging if and when possible.

### 2.3.7 Packing Method:

a) Packing services by the Contractor must occur during the core hours of ECCC operations, 8am to 4pm ET, Monday to Friday, as required by ECCC. The Contractor will be expected to perform services outside of the core hours on occasion when confirmation has been received by the Technical Authority that ECCC staff are available on-site outside the core hours when required.

b) All packing must be performed in a manner requiring the least cube measurement, producing packages that will withstand normal movement without damage to contents and at a minimum of weight. Further, the number and weight of containers will not be greater than necessary to accomplish efficient movement.



- c) All finished surfaces must be protected to prevent scratching or marring. The crates must be water-tight.
- d) Care shall be exercised to prevent loss or damage of household goods in process of loading, and the Contractor must properly and amply protect household goods in its' possession by exercising adequate protective measures and by not piling effects in a manner likely to cause damage.

#### 2.3.8 Marine Transportation Specifications & Dangerous Goods Requirements:

The Contractor must certify that they are able to supply all required materials for crating to comply with all regulations for sea transportation of goods including potential Dangerous Goods. Tri-walls will be supplied by Environment and Climate Change Canada. Individual shipping companies specify crating Specifications. The standards required for all crating are detailed in the following reference document:

<https://neas.ca/wp-content/uploads/NEAS-Packaging-Guide.pdf>

[https://www.arcticsealift.com/content\\_page.php?type=sub&id=1003](https://www.arcticsealift.com/content_page.php?type=sub&id=1003)

[https://www.inf.gov.nt.ca/sites/inf/files/resources/qnwt\\_non-negotiable\\_shipping\\_receipt\\_terms\\_and\\_conditions\\_0.pdf](https://www.inf.gov.nt.ca/sites/inf/files/resources/qnwt_non-negotiable_shipping_receipt_terms_and_conditions_0.pdf)

### 3.0 Location of Work

The locations for crate building and all measurements for shipments are provided below:

Assets, Inventory Control & Mail Division (AICMD)  
Canada Centre for Inland Waters (CCIW) - Environment and Climate Change  
Canada, 867 Lakeshore Rd, Burlington, Ontario L7S 1A1, Tel: 905-336-4985

and

Assets, Inventory Control & Mail Division (AICMD)  
Environment and Climate Change Canada  
4905 Dufferin Street, Toronto, ON M3H 5T4, Tel: 416-739-4510

### 4.0 Language of Work

English

### 5.0 Schedule of Work

Anticipated Timelines for Sealift Operations: Weather station deliveries will be dependent on the sailing schedule, weather, ice conditions and other external factors. Peak crating periods are late April through July.

### 6.0 Sustainable Procurement Considerations

The Contractor should make an effort to ensure that their operations and performance of the Work align with the Treasury Board [Policy on Green Procurement](#) and [Greening Government Strategy](#).

The following green procurement standards form part of the Work:

- Provide all correspondence and deliverables including (but not limited to) documents, reports and invoices in electronic format.



- If correspondence and deliverables are not provided in electronic format, all documents must be printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content to the full extent to which it is procurable.
- Single-use plastics must not be used in the deliverables, and, to the extent possible, in the performance of the Work.
- Deliverables must minimize packaging, if applicable. When required, packaging must be recyclable and/or biodegradable.

## 7.0 Accessibility Considerations

The Contractor is permitted to separate tasks on multiple days to meet deliverables within the estimated total hours for completion for each fiscal period, in order to limit physical strain and to accommodate physical factors.

The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the [Accessible Canada Act](#), its associated regulations and standards, as well as the [Directive on the Management of Procurement](#) and [Policy on the Planning and Management of Investments](#).

The following accessibility standards form part of the Work:

- All written reports and submissions must be created in the requested format that is accessible as per the Accessibility, Accommodation and Adaptive Computer Technology Program (AACT) [Digital Accessibility Toolkit](#).



## **ANNEX “B” BASIS OF PAYMENT**

The Bidder must complete Annex B – Basis of Payment and include it in its financial bid once completed. As a minimum, the Bidder must respond by including in its financial bid for each of the periods specified below its quoted all-inclusive firm hourly rate (in CAD \$).

It is **MANDATORY** that Bidders submit firm prices for the period of the proposed Contract. This section, when completed, will be considered as the Bidder's financial proposal.

Prices quoted must remain firm for the period of the Contract. Rates **MUST** include ALL costs associated with providing the service in accordance with the Statement of Work, Annex A attached herein.

### **For each Table below:**

Item 1: The Contractor shall be paid at the **firm hourly rate**, inclusive of overhead and profit, for work performed to manufacture and pack the required crates. Assessment time, transportation and time to purchase materials are not included in the hourly rate.

Item 2: **Cost of Materials** include, but not limited to, the following:

- Certified lumber needed to build **up to 30 water-tight crates** constructed in accordance with the shipping specifications needed for marine transportation via Sealift provide at the following links:
  - <https://neas.ca/wp-content/uploads/NEAS-Packaging-Guide.pdf>
  - [https://www.arcticsealift.com/content\\_page.php?type=sub&id=1003](https://www.arcticsealift.com/content_page.php?type=sub&id=1003)
  - [https://www.inf.gov.nt.ca/sites/inf/files/resources/gnwt\\_non-negotiable\\_shipping\\_receipt\\_terms\\_and\\_conditions\\_0.pdf](https://www.inf.gov.nt.ca/sites/inf/files/resources/gnwt_non-negotiable_shipping_receipt_terms_and_conditions_0.pdf)

Crates will be of varying dimensions from small to medium to very large to accommodate various weight capacities ranging from 60 to 5000 lbs. or more, as required.

- Polyurethane wrapping to protect crate contents against bad weather; planks (underneath to allow forklift handling), steel straps, blocking/bracing padded and filler material, etc. (see Annex A, sections 2.1 and 2.3 for the materials needed).
- Transportation of materials to location of work (see Annex A, section 3.0).
- Packaging must meet the IPPC ISPM-15 Wood Packaging Requirements (see Annex A, section 2.3.1).
- Material costs will be reimbursed at cost plus the Contractor's mark-up.



**Table 1 – Year 1 (April 2023 – 31 March 2024)**

Item	Description	Firm Hourly Rate	Estimated Hours Required	Estimated Price
1	Labour	\$	160*	\$
2	Cost of Materials <sup>†</sup> + Mark Up			\$
<b>Total Estimated Price for Year 1 (applicable taxes extra)</b>				<b>\$</b>

\*Additional labour required in year 1 due to an increase in crates required.

<sup>†</sup>Approximately 40 water-tight crates required in year 1.

**Table 2 – Year 2 (01 April 2024 – 31 March 2025)**

Item	Description	Firm Hourly Rate	Estimated Hours Required	Estimated Price
1	Labour	\$	125	\$
2	Cost of Materials + Mark Up			\$
<b>Total Estimated Price for Year 2 (applicable taxes extra)</b>				<b>\$</b>

**Table 3 – Year 3 (01 April 2025 – 31 March 2026)**

Item	Description	Firm Hourly Rate	Estimated Hours Required	Estimated Price
1	Labour	\$	125	\$
2	Cost of Materials + Mark Up			\$
<b>Total Estimated Price for Year 3 (applicable taxes extra)</b>				<b>\$</b>

**Table 4 – Year 4 (01 April 2026 – 31 March 2027)**

Item	Description	Firm Hourly Rate	Estimated Hours Required	Estimated Price
1	Labour	\$	125	\$
2	Cost of Materials + Mark Up			\$
<b>Total Estimated Price for Year 4 (applicable taxes extra)</b>				<b>\$</b>

**Table 5 – Year 5 (01 April 2027 – 31 March 2028)**

Item	Description	Firm Hourly Rate	Estimated Hours Required	Estimated Price
1	Labour	\$	125	\$
2	Cost of Materials + Mark Up			\$
<b>Total Estimated Price for Year 5 (applicable taxes extra)</b>				<b>\$</b>



<b>TOTAL BID PRICE (applicable taxes extra)</b>	
<b>Total Estimated Price for Year 1 + Year 2 + Year 3 + Year 4 + Year 5</b>	<b>\$</b>



**ANNEX "C"  
INTEGRITY PROVISIONS**

Environnement et Changement climatique Canada a adopté le régime d'intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d'intégrité et la [Politique d'inadmissibilité et de suspension](#) ainsi que le [Code de conduite pour l'approvisionnement](#). / Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and [Ineligibility and Suspension Policy](#) as well as the [Code of Conduct for Procurement](#).

Selon la [Politique d'inadmissibilité et de suspension](#) de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché.<sup>1</sup> / In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), the following information is to be provided when bidding or contracting.<sup>1</sup>

\* Informations obligatoires / Mandatory Information

<b>*Dénomination complète de l'entreprise / Complete Legal Name of Company</b>	
<b>*Nom commercial / Operating Name</b>	
<b>* Adresse de l'entreprise / Company's address</b>	<b>*Type d'entreprise / Type of Ownership</b>
	<input type="checkbox"/> Individuel / Individual <input type="checkbox"/> Corporation / Corporation <input type="checkbox"/> Coentreprise / Joint Venture
<b>* Membres du conseil d'administration<sup>2</sup> / Board of Directors<sup>2</sup> (Ou mettre la liste en pièce-jointe / Or provide the list as an attachment)</b>	
<b>Prénom / First name</b>	<b>Position (si applicable) / Position (if applicable)</b>
<b>Nom / Last Name</b>	

<sup>1</sup> **Liste des noms** : Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d'approvisionnement:

- les fournisseurs constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent fournir la liste complète des noms de tous les administrateurs actuels ou, dans le cas d'une entreprise privée, des propriétaires de la société;
- les fournisseurs soumissionnant à titre d'entreprise à propriétaire unique, y compris ceux soumissionnant en tant que coentreprise, doivent fournir la liste complète des noms de tous les propriétaires;
- les fournisseurs soumissionnant à titre de société en nom collectif n'ont pas à soumettre une liste de noms.

**List of names:** All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process:

- suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- suppliers that are a partnership do not need to provide a list of names.

<sup>2</sup> Conseil des gouverneurs / Board of Governors; Conseil de direction / Board of Managers; Conseil de régents / Board of Regents; Conseil de fiducie / Board of Trustees; Comité de réception / Board of Visitors





## ANNEX "D" - INSURANCE REQUIREMENTS

### Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - p. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly



contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

### **Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:  
Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.