

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet TRAILER MOUNTED VACUUM SYSTEM	
Solicitation No. - N° de l'invitation W3555-136330/A	Date 2012-10-11
Client Reference No. - N° de référence du client W3555-136330	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-210-6057	
File No. - N° de dossier VIC-2-35157 (210)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-21	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Buchan, Torrey	Buyer Id - Id de l'acheteur vic210
Telephone No. - N° de téléphone (250) 363-3249 ()	FAX No. - N° de FAX (250) 363-0395
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BLDG 250 DOCKYARD STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 Canada	

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

Public Works and Government Services Canada - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

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

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The requirement is detailed under Article 2 of the resulting contract clauses.

3. Debriefings

After contract award, 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

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada.

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

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 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has 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 provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid - One (1) hard copy
 Section II: Financial Bid - One (1) hard copy
 Section III: Certifications - One (1) hard copy

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 SACC Manual Clauses

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Annex C.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**1. Evaluation Procedures**

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

1.1 Financial Evaluation

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

2. Basis of Selection

SACC Manual clause A0069T (2007-05-25), Basis of Selection

PART 5 - RESULTING CONTRACT CLAUSES**1. Security Requirement**

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex A.

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010A (2012-07-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The text under Subsection 4 of Section 29 - Code of Conduct and Certifications of 2010A referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before _____.

4.2 Shipping Instructions - DDP

Goods must be consigned and delivered to the destination specified in the contract:
Incoterms 2000 "DDP Delivered Duty Paid" CFB Esquimalt, Victoria, BC.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Torrey Buchan
Title: Supply Officer
Department: Public Works and Government Services Canada
Branch: Acquisitions Branch
Address: 401 - 1230 Government Street
Victoria, BC V8W 3X4
Telephone: 250-363-3249
Facsimile: 250-363-0395
E-mail address: Torrey.Buchan2@pwgsc-tpsgc.gc.ca

In the event you are unable to contact the above noted Authority, please contact:
PAC.VICCA@tpsgc-pwgsc.gc.ca

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

5.2 Project Authority

To be provided in the finalized contract.

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

5.3 Contractor's Representative

Supplier is to complete table below and submit with their bid.

Contact for:	Name	Telephone	Email
Contracting issues			

Technical issues			
Invoicing issues			

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B for a cost of \$ _____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16), Limitation of Price

6.3 Single Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

6.4 SACC Manual Clauses

C2000C (2007-11-30), Taxes - Foreign-based Contractor

7. Invoicing Instructions

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 is completed.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8. Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2012-07-16), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Certification;
- (f) the Contractor's bid dated _____.

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11. SACC Manual Clauses

A9062C (2011-05-16), Canadian Forces Site Regulations;

B1501C (2006-06-16), Electrical Equipment

ANNEX A

REQUIREMENT

1.0 Operating Conditions

This specification covers the minimum mandatory Canadian Government requirements for one (1) Trailer mounted high volume Vacuum recovery pump and tank system. The supplied system will be utilized at FMF CB in Victoria, British Columbia, Canada in an outdoor marine environment. The system will be used to pump ships bilges, sludge, black water, and other liquids.

2.0 Minimum Mandatory Requirements

All statements and requirements identified under section 2.0 and respective sub-sections are deemed to be minimum mandatory requirements and therefore suppliers must demonstrate how they meet each of these statements or requirements. Suppliers must provide all literature with submitted bids to substantiate their compliance with all the mandatory requirements. Literature not supplied with tender to substantiate compliance with mandatory requirements may lead to a supplier being deemed as non-compliant. Vendors must ensure that all pages submitted with their tender are clearly identified and numbered and any reference to specific pages can be easily found.

Sample Table provided to show layout for tendering purposes.

Identifies Line #	Description of Mandatory Requirement	Supplier Meets Yes/No	Reference to Supplied Material to Substantiate Yes
2.1.1	Must be accurate to 0.0001"	Yes	Refer to Pg 3 in supplied brochure.

2.2 Legislation and Bylaws

- 2.2.1 All electrical components such as motors, controllers, breakers, and wiring must be Canadian Standards Association (CSA) or Underwriters Laboratories Canada (ULC) certified.

2.3 Capacity and Processing Requirement

- 2.3.1 The entire system must be entirely self contained and self powered.
- 2.3.2 The entire system must be mounted on one (1) towable tandem axle trailer.
- 2.3.3 The system must be equipped with one (1) 3000 liter holding storage tank to contain all material vacuumed by the system.
- 2.3.4 The holding storage tank must include a water and airtight full access rear door.
- 2.3.5 The full access rear door on the storage tank must open fully to allow complete access to the tank.
- 2.3.6 The full access rear door must be hydraulically opened, closed, and secured when closed.
- 2.3.7 The storage tank must be capable of tipping to a minimum angle of 45 degrees from its normal horizontal position to facilitate material dumping.
- 2.3.8 The storage tank must have an internal lining to protect tank and assist material unloading.
- 2.3.9 The storage tank must include one (1) 6" ball type automatic liquid level shut off.
- 2.3.10 The storage tank must include one (1) 6" liquid discharge dump valve.
- 2.3.11 The storage tank must be equipped with two (2) large oversized sight glasses for full and half full viewing of tank levels.
- 2.3.12 The material entry to the storage tank must be through a cyclonic type system to protect filters, facilitate emptying, and reduce maintenance requirements.
- 2.3.13 The system must be equipped with a water separator to protect the vacuum blower, the separator must have a minimum capacity of 50 liters.

-
- 2.3.14 All metal components must be cleaned and etched with phosphoric material prior to priming and painting.
 - 2.3.15 All metal components must be primed using a two part epoxy priming system and finish painted with a weather resistant polyurethane paint.
 - 2.3.16 The final finished color for the unit must be a safety type yellow color for visibility.
 - 2.3.17 The vacuum unit must be a positive displacement rotary lobe blower type with a 2,300 cubic foot per minute (CFM) flow rating minimum.
 - 2.3.18 The vacuum unit must be capable of producing a vacuum lift equivalent to 28" of mercury at a minimum.
 - 2.3.19 The vacuum unit must be equipped with an absorption discharge and silencer on the units discharge outlet to provide sound suppression.
 - 2.3.20 The vacuum unit must be equipped with a filtration system with a minimum of 225 square feet of filtration area rated at 0.5 microns. The filtration unit must include a 6" clean out port and moisture dump.
 - 2.3.21 The power unit must be a diesel turbo charged unit with 170 horsepower (HP) rating minimum.
 - 2.3.22 The supplied engine must be liquid cooled and include a radiator sized to effectively cool the supplied engine.
 - 2.3.23 The engine must include gauges and controls to provide the operator information.
 - 2.3.24 The engine must be equipped with the following gauges and indicators, a tachometer, hour meter, voltage, coolant temperature, oil pressure, fuel usage and economy, throttle position, and engine service codes.
 - 2.3.25 The engine must be equipped with an automatic shutdown system that will activate in the event of either a high temperature or low oil pressure signal is received.
 - 2.3.26 The engine must be equipped with an Environmental Protection Agency (EPA) certified exhaust system that directs emissions upward. Exhaust systems that direct emissions downward will not be accepted due to employee safety concerns.
 - 2.3.27 Emergency vacuum shut off controls must be located at both the engine vacuum main control station and at the rear of the tank unit.
 - 2.3.28 Unit must be equipped with an auxiliary liquid pump off system.
 - 2.3.29 The auxiliary liquid pump off system must be capable of pumping up to 50 gallons per minute (GPM) at a minimum.
 - 2.3.30 The auxiliary liquid pump off system must be designed so that the vacuum is disengaged and locked out during operation to ensure no direct flow or back flow can occur between the systems.
 - 2.3.31 The auxiliary liquid pump off system must be driven using an auxiliary drive from the engine and must be operable without engaging the main vacuum blower.

2.4 Physical Requirements

- 2.4.1 The tandem axle trailer must have a total gross vehicle weight rating of 20,000 pounds minimum.
- 2.4.2 Each axle on the trailer must be a dual wheel type system for a total of 4 wheels and tires on each axle.
- 2.4.3 Each axle must have a weight rating of 10,000 pounds minimum.
- 2.4.4 Each tire mounted onto the trailer must be a 10 ply tire minimum with a load range rating of 'E'.
- 2.4.5 Each wheel mounted onto the trailer must be a heavy duty wheel with a weight load rating of 3000 pounds each.
- 2.4.6 Each axle on the trailer must be equipped with electric brakes.
- 2.4.7 The trailer must be constructed using 3/8" thick structural steel rectangular tubing.
- 2.4.8 The structural steel rectangular tubing used to construct the table must be 3" by 6" minimum outside dimensions.

- 2.4.9 The trailer must be equipped with a 20,000 pound rated 3" lunette eye pintle hitch for towing.
- 2.4.10 The trailer must be equipped with tail and marker lights as required to meet licensing requirements in the province of British Columbia, Canada.
- 2.4.11 All trailer wiring and lighting must be recessed and waterproof for protection.
- 2.4.12 The overall size of the supplied system must not exceed 22 feet long by 8 feet wide by 10 feet tall.
- 2.4.13 The empty weight of the machine must not exceed 10,000 pounds.

2.5 Electrical Requirements

- 2.5.1 The supplied equipment must be fully self-contained and require no external electrical connection.

2.6 Manuals and Documentation

- 2.6.1 The Contractor must supply a minimum of 3 copies of the manuals in English, with the supplied equipment, including a minimum of 1 hard copy. Electronic versions for the remaining 2 copies are acceptable with which two independent copies of media must be provided with the electronic versions, i.e. 2 DVD's or 2 CD's. The manuals must cover all equipment, accessories, controls, and components included with the equipment including but not limited to the hydraulic press, hydraulic system, control system both hand and foot controls, electrical system. The supplied manuals must reflect the as build machine.

3.0 Quality and Safety

3.1 Safety and Operation Labeling

- 3.1.1 Supplier must identify the lifting points for the equipment.
- 3.1.2 Supplier must identify the center of gravity and the center of mass of the equipment for safe lifting.
- 3.1.3 Any pinch points, hazard areas, operator safety concerns, and moving components are clearly labeled in English.
- 3.1.4 Operating instruction labels are clearly identified and printed in English

3.2 Performance Guarantee

- 3.2.1 The supplier will guarantee the machine performance will meet the operating and design rates, specified in the Technical Specification for the duration of the warranty period.
- 3.2.2 If the machine does not meet the specified performance within the warranty period, the supplier will take the necessary remedial action to achieve the specified performance at no cost to the purchaser.
- 3.2.3 The machine is designed and constructed to be free from defects in manufacturing and workmanship.

4.0 Packaging and Transportation

- 4.1 All machines, equipment, and accessories include with the machine must be packaged, crated, or boxed to ensure no damage is sustained by equipment during the transport, loading, unloading, or general handling of equipment prior to the final installation.

5.0 Installation and Training

- 5.1 Equipment must include a minimum of 16 hours of training. Training must included but not be limited to operator and maintenance training. Training must be performed on site at FMF CB in Victoria, British Columbia, Canada. Training must be completed within 15 business days following receipt of equipment.

6.0 Warranty

- 6.1 Supplies and services furnished shall be covered by warranty from defects in design, materials and workmanship. The warranty must be a minimum duration of 12 full months following the suppliers Factory Service Representative (FSR) powering up of the machine and training.

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Acceptance of the manufacturer's standard commercial warranty shall not minimize the rights of the Government under clauses in the contract, and in any conflict that arises between the terms and conditions of the contract and manufacturer's warranty, the terms and conditions of the contract shall take precedence. The warranty period shall commence from the date of acceptance.

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ANNEX B

BASIS OF PAYMENT

The Contractor will pay an all-inclusive price, including all delivery costs, for the unit described in Annex A.

The firm price is: \$ _____

Harmonized sales tax (HST), as applicable, is extra.

ANNEX C

CERTIFICATION

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

1.1 Code of Conduct Certifications

Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive

1.2 Federal Contractors Program - Certification

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

() is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

() is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

() has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

1.3 Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

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:

- an individual;
- an individual who has incorporated;
- a partnership made of former public servants; or
- 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, in the context of the fee abatement formula, 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

Is the Bidder a FPS in receipt of a pension as defined above? Yes () No ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes () No ()

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.