

REQUEST FOR PROPOSAL

Environment Canada
Assets, Contracting and Environmental
Management Directorate

Attn : Marie-Christine Blais,
Procurement Officer

Sollicitation No

Sollicitation closes

Address Inquiries to :
Marie-Christine Blais

Company's name and address :

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 5 – Security and insurance Requirements, and Part 7 - Resulting Contract Clauses.

2. Statement of Work

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

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

1. Standard Instructions, Clauses and Conditions

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.

Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

Submissions of Bids

1. Canada requires that each bid, at closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with Joint Venture.
2. It is the Bidder's responsibility to:
 - a. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
 - b. prepare its bid in accordance with the instructions contained in the bid solicitation;
 - c. submit by closing date and time a complete bid;
 - d. send its bid only to the address specified in the bid solicitation. ensure that the Bidder's name, return address, the bid solicitation number,

- and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,
- e. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
3. If Canada has provided bidders with multiple formats of a document (for example, a document may be downloaded through the Government Electronic Tendering Service (GETS) but may also be made available on CD-ROM through GETS), the format downloaded through GETS will take precedence. If Canada posts an amendment to the bid solicitation revising any documents provided to bidders in multiple formats, Canada will not necessarily update all formats to reflect these revisions. It is the Bidder's responsibility to ensure that revisions made through any bid solicitation amendment issued through GETS are taken into account in the alternate formats it uses of bid solicitation documents.
 4. Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
 5. Bid documents and supporting information may be submitted in either English or French.
 6. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21).
 7. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
 8. A bid cannot be assigned or transferred in whole or in part.

Late Bids

Canada will return bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

Delayed Bids

1. A bid delivered to the specified bid receiving unit after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to EC are:
 - a. a CPC cancellation date stamp; or
 - b. a CPC Priority Courier bill of lading; or
 - c. a CPC Xpresspost label

2. that clearly indicates that the bid was mailed before the bid closing date.
3. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by EC.
4. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

Legal Capacity

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

Rights of Canada

Canada reserves the right to:

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

Rejection of Bid

1. Canada may reject a bid where any of the following circumstances is present:
 - a. the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
 - b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
 - c. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;

- f. with respect to current or prior transactions with the Government of Canada:
 - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
 - ii. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- 2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
- 3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
 - a. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
 - b. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

Communications - Solicitation Period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to bidders to which the bid solicitation has been sent, without revealing the sources of the enquiries.

Price Justification

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

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

Bid Costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

Conduct of Evaluation

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
 - a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - c. request, before award of any contract, specific information with respect to bidders' legal status;
 - d. conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
 - e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
 - f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
 - g. interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.
2. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

Joint Venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of

the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarity liable for the performance of any resulting contract.

Conflict of Interest - Unfair Advantage

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
 - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

Entire Requirement

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

Further Information

- For further information, bidders may contact the Contracting Authority identified in the bid solicitation.
- For bid solicitations enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.

2. Submission of Bids

Bids must be submitted only by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **three (3)** 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 Quebec.

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.

5. Former Public Servant

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. – **Please refer to PART 6 –Certifications.**

6. Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on **NOVEMBER 24, 2013 at 10:30 A.M.** at the Canadian Meteorological Centre 2121 North Service Road Dorval (Qc) H9P 1J3. Bidders must communicate with the Contracting Authority no later than Seven (7) day(s) before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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 (3 hard copies)

Section II: Financial Bid (3 hard copies)

Section III: Certifications (3 hard copies)

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 should:

1. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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.

Bidders are invited to provide their views, in booklet form, on the implementation of this mandate. The main body of the proposal must, in a clear and detailed presentation, show that bidders and/or their teams are perfectly capable of carrying out their proposals and that they thoroughly understand the nature of the work to be performed. It is essential that the booklet contain, **in order**, the items indicated in the technical evaluation table, which will be used for the assessment.

Bidders must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

Complete and join to your proposal at closing date Annex «B» and Annex «F» .

Section II: Financial Bid

Complete and join to your proposal at closing date Annex «C» & Annex «C1».

ALL INFORMATION RELATING TO PRICE MUST APPEAR ONLY IN THE FINANCIAL BID. No price may be indicated in any other section of the bid. The bid must cover the prescribed length of the contract, including option years.

Bidders must submit their financial bid in accordance with the Basis of Payment. An overall firm and break down price to cover all the work including travel expenses. The total amount of the Goods and Services Tax (GST), Quebec Sale Tax (QST) or Harmonized Sale Tax (HST), if applicable, must be shown separately.

Section III: Certifications

Bidders must complete and submit the certifications required under Part 6 with bid at closing date

Complete and Join to your proposal at closing date Annex «E ».

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 Technical Evaluation

1.1.1 Mandatory Technical Criteria

A negative response to any of the following mandatory requirements will result in the disqualification of the bid without any other consideration: **Referrecne Annex «B»**

1.1.2 Point Rated Technical Criteria

To be eligible, the bidder must receive a passing mark of 42/60 (70%) in the technical evaluation based on the following grid.

TECHNICAL CRITERIA	MAXIMUM POINTS
Use a text to clearly explain how you are going to meet all the criteria listed below. Bidders <i>shall clearly describe its experience and ability to perform the work required under the contract</i> ;	
<i>Company's experience in performing maintenance work on fire systems in a similar or more complex building.</i> 1 year = 1 point 2 years = 2 points 3 years = 4 points 5 years = 6 points 8 years = 8 points +10 years = 10 points	10
Company's ability to work with and program our building's components.	10

Special systems = 2 points Extinguisher = 2 points Sprinkler = 2 points Alarm/panels = 2 points Programming = 2 points	
<i>Company's quality assurance program:</i> Able to show proof of a quality assurance and document traceability program No program = 0 points Has a program = Maximum of 10 points based on program	10
A minimum of three references from clients with a similar or more complex building for which the Contractor has previously performed similar work. 1 reference = 1 point 2 references = 3 points 3 references = 5 points 4 references = 7 points +5 references = 10 points	10
The resume of each staff member involved in the contract must be included and must demonstrate that each staff member has at least five (5) years' experience in their respective field. Must have a minimum of five employees with experience. Less than 3 resumes = 0 points 4 to 5 resumes = 3 points 6 to 7 resumes = 5 points 8 to 9 resumes = 7 points +10 resumes = 10 points	10
Sub-contractor's experience and qualification to perform these tasks. No sub-contractor: Sub-contractor's qualification or licence (resume) 5 points Resume of sub-contractor's employer 5 points If no sub-contractor 10 points	10
TOTAL	60

1.2 Calculation Chart

- The proposal obtaining the highest technical evaluation will be awarded 70 point. Any other proposals deemed technically acceptable shall be prorated.
- The proposal offering the lowest price, while being technically acceptable, will be awarded 30 points. Other technically acceptable proposals will receive a prorated score
- The final evaluation score will be calculated by adding the weighted technical and financial values. The contractor that receives the highest score will be awarded the contract. In the event of a tie, the contractor that receives the highest technical score will be awarded the contract

Sample calculation

	Proposition #1	Proposition # 2	Proposition #3
Technical evaluation	97%	83%	92%

Technical weighting	70 points	59.9 points (83/97X70)	66.4 points (92/97X70)
Price	10 000 \$	8 500 \$	9 500 \$
Price weighting	25.5 points (8500/10000X30)	30 points	26.8 points (8500/9500X30)
Final score	95.5 points	90 points	93.2 points

Company selected: Proposal #1 (95.5 points)

2. Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. Obtain the required points for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – SECURITY AND INSURANCE REQUIREMENTS

1 Security Requirements

Mandatory Security Requirement

1. The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
2. The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Environment Canada Project Authority.

Access limitations

Departments must limit access to classified and protected information and other assets to those individuals who need to know the information and who have the appropriate security screening level.

Security Screening

The Government of Canada must ensure that individuals with access to government information and assets are reliable and trustworthy.

Departments must ensure that, prior to the commencement of duties, individuals with access to government assets (except for Governor-in-Council appointees) undergo a reliability check and are granted reliability status.

For more information on the Policy, refer to the following Web site:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578§ion=text>

The Contractor and all employees who will have access to the site will have to undergo federal government security screening to obtain and maintain the necessary reliability status before the contract is signed. All persons assigned to this contract must fill out the form in ANNEX « F ».

YOU HAVE TO JOIN THE COMPLETED FORMS, FOR EACH EMPLOYEE ALLOCATED TO THIS CONTRACT, TO YOUR SUBMISSION AT CLOSING DATE

2 Insurance Requirements

If awarded a contract as a result of the bid solicitation, the bidder must be insured in accordance with the insurance requirements described in Annex D

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 laws. Any additional insurance coverage is at the Contractor's expense and for its own benefit and protection.

The Contractor must provide a certificate of insurance indicating the coverage and confirming that the insurance policy compliant with the requirements is in force. Coverage must be placed with an insurer licensed to do business in Canada. The Contractor must, forward to Canada a certified true copy of all applicable insurance policies.

PART 6 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid. Reference Annex «E»

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:

- 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.

PART 7 - RESULTING CONTRACT CLAUSES

1. Term of Contract

1.1 Contract Period

The term of the contract is one year from the contract award date.

1.2 Contract Extension Period

The contractor gives Environment Canada the irrevocable option to extend the term of the contract for a maximum of four (4) additional periods of one year each, based on the same conditions. The contractor accepts, during the extended contract period, to be paid according to the relevant terms set out in the Basis of Payment.

EC may exercise this option at any time by sending written notice to the contractor at least thirty (30) calendar days before the contract expiry date. This option may only be exercised by the

contracting authority, and will be evidenced, for administrative purposes only, through a contract amendment.

2. Authorities

2.1 Contracting Authority

Marie-Christine Blais
Procurement and Contracting Officer
Workplace Services and Contracting
Assets, Contracting and Environmental Management Directorate
2021 Union, Suite 1240
Montreal QC H3A 2S9
Marie-christine.blais@ec.gc.ca
Telephone :514-496-1929
Facsimile:514-283-4439

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.

2.2 Project Authority

The name and contact information of the Departmental Representative shall be known upon contract award.

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.

2.3 Contractor's Representative

Name : _____

Title: _____

Organization: _____

Address: _____

Telephone number : _____

Fax number : _____

E-mail : _____

3. Payment

3.1 Basis of Payment

FIRM PRICE

In consideration of the contractor satisfactorily completing all of its obligation under the contract, the Contractor will be paid, as indicated in Annex « C » for the services set out in Annex « A » and Annex « A1 » that are provided during the contract period. The Goods and Services Tax, is extra, if applicable.

FIRM HOURLY RATE

The contractor will be paid firm hourly rates, as stipulated in Annex « C », for work or overtime requested by the technical authority that is performed under the contract. The Goods and Services Tax is extra, if applicable.

3.2 Contract Extension

FIRM PRICE

During the contract extension period, the contractor will be paid as indicated in Annex «C» for the services set out in in Annex « A » and Annex « A1 » that are provided during the contract period. The Goods and Services Tax is extra, if applicable.

FIRM HOURLY RATE

During the contract extension period, the contractor will be paid firm hourly rates, as stipulated in Annex « C », for work or overtime requested by the technical authority that is performed under the contract. The Goods and Services Tax, is extra, if applicable.

4. Terms of Payment – Monthly Payment

Environment Canada will pay the contractor each month for work completed during the month covered by the invoice in accordance with the payment provisions of the contract if

- a) a complete and accurate invoice, along with any other documents required) by the contract, are submitted in accordance with the invoicing instructions set out in the contract;
- b) all these documents are verified and accepted by EC;
- c) the delivered work has been accepted by EC

5. Invoicing Instruction

The contractor will invoice Environment Canada for the total amount of services provided and hours worked, if applicable, during the previous month. Payment will be made 30 days following the date of receipt of the invoice.

Each invoice must be supported by:

A report to the technical authority showing the hours worked, the work performed and a brief description of the services rendered.

Invoices must be sent to the Financial Officer:

The name and contact information of the Technical Authority shall be known upon contract award

6. Taxes

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

7. Security and Insurance Requirements

The contractor must comply with all requirements related to Insurance and Security stated in PART 5- Security and Insurance Requirements must be met

8. Applicable Laws

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

9. Certificates - Compliance

Compliance of certificates and related documentation provided by the Contractor in its bid is a condition of the contract and may be subject to audit by Canada during the contract period. In case of breach of any declaration from the contractor, to provide supporting documentation or if it is found that the certificates it provided with its bid is untrue, whether made knowingly or No, Canada has the right to terminate the contract for default pursuant to provisions of the contract in the matter.

ANNEX "A"

STATEMENT OF WORK

Fire system servicing and Maintenance Canadian Meteorological Centre

Background

Environment Canada (EC) is looking for a specialty contractor to service and maintain its fire protection systems, including the fire alarm system, the fire protection systems (sprinkler, FireFlex, FM200) and the hand-held equipment (extinguisher, hoses, etc.) at the Canadian Meteorological Centre (CMC) in Dorval

Work Description

Tasks covered by this contract are described in the document entitled Specifications (Annex A1). The work mainly involves, but is not limited to, the periodic inspections required (weekly, monthly, biennial, annual) to verify the equipment and keep it functioning.

The systems under contract are:

- Fire alarm system unit (FAS)
- Portable fire extinguisher unit (PFE)
- Standpipe unit (SS)
- Sprinkler system unit (SS)
- Preaction and/or flood system unit (FF)
- FM200 extinguishing system unit (FM)
- K class extinguishing system (K)

OTHER RELEVANT INFORMATION

Environment Canada may terminate a contract on 30 days' written notice.

EXPLOSIVE DEVICES

The use of explosive devices is strictly prohibited.

EMERGENCY

In an emergency (e.g. fire, accident, mechanical failure, etc.) phone **514-421-7240** immediately. If a fire is detected and it cannot be brought under control, proceed to the closest manual fire alarm station (pull station), pull the lever and evacuate the premises.

Evacuate the building immediately through the closest emergency exit door and proceed to the meeting place, if predetermined, or back up at least 30 metres from the building.

A copy of the emergency evacuation plan is posted near each elevator and staircase.

SPRINKLER

All work near sprinkler heads must be carried out with extreme caution.

All sprinkler work will be carried out between 5:00 p.m. and 4:00 a.m. unless otherwise advised. The authorization to start work is given by **CMC** security services.

TOBACCO AND DRUG USE

Smoking is prohibited in this building and Environment Canada also has a zero tolerance policy regarding the use of drugs or alcohol at work by its employees and representatives, including its contractors.

TOOLS

The Contractor must be sure to have on hand all the equipment, tools and machinery needed for the required work. No tools, equipment or machinery will be loaned by the CMC.

ELECTRICAL WORK

Advise the Project Manager of all changes made to an electrical panel.

NO UNPLANNED INTERRUPTIONS WILL BE TOLERATED

A padlocking procedure must be used. The procedure must be in writing and submitted to the Department representative or his/her project manager for approval before the work is begun. The Specifications provide more details about padlocking.

MATERIAL DELIVERY & STORAGE

All deliveries must be made as required and in the presence of a representative of the Contractor. Unless otherwise advised, deliveries should be made between 8:00 a.m. and 3:30 p.m.

The Contractor must be present to receive its materials.

WORK AREA CLEANLINESS

The contractor is responsible for ensuring that the work area is kept clean during and after the work. The Contractor is responsible for removing debris and materials. The building cleaning service is not responsible for cleaning the premises after the work has been completed. Battery must be taken in charge by the contractor and remove from the site at its charge.

PARKING

Parking is reserved for CMC personnel. No parking will be available for the supplier.

SERVICE CALL

The contractor must answer emergency call in less than 2 hours. The employee assign to the service call must be qualify to fix the problem. Environment Canada accept to pay for only one employee from the contractor, excluding exceptions. In this case, the contractor will have to prove the necessity of the second employee. Environment Canada will reimburse the time on site. A time sheet must be left on site before contractor's departure.

ANNEX "A1"
SPECIFICATIONS
INSPECTION AND MAINTENANCE OF FIRE PROTECTION SYSTEMS

ANNEX "B"
MANDATORY REQUIREMENTS

(Complete and enclose with your bid)

	Mandatory Requirements
1	The Contractor certifies that it agrees to supply, at all times, qualified staff required to perform the required services as set out in ANNEX "A" & "A1"
2	The Contractor certifies that it holds and shall maintain, throughout the entire duration of the contract, insurance in accordance with the Department's requirements. (Refer to ANNEX "D")
3	The Contractor certifies that he will submit all his staff, affected to this contract, to a reliability check. (Refer to ANNEX F)
4	The Contractor agrees to read the security policy and compliance. http://www.tbs-sct.gc.ca/pol/doc-fra.aspx?id=16578&section=text .

Note: Environment Canada reserves the right to require copies of proof of insurance or certification or any other document demonstrating that the bidder meets the mandatory requirements during the solicitation period, prior to awarding the contract or at any time during the term of the contract.

The Contractor hereby certifies that all of its declarations relating to the mandatory requirements are true and accurate.

Name of Company (Contractor)

Name and Title of Signatory

Signature and Date

ANNEX "C"
FINANCIAL PROPOSAL

THE OFFEROR MUST NOT MODIFY THE PRESENT FORM

To be completed and join to your submission at closing date

Offeror's Name: _____

Address: _____

Telephone number: _____

Fax number : _____

No. de TPS de l'entreprise / Company's GST : _____

I/We have authority to bind the Corporation / Partnership /
Sole Proprietorship / consortium.

Name

Signature

Title

Date

I) PRICING TABLE FOR FIRST FIXED YEAR OF CONTRACT

PART "A"

MAINTENANCE

Lump sum: Lump sum based on Section 2 API of specifications for **12 months**. (A1) \$ _____

PART "B"

REPAIRS (see Note 2)

Materials: Estimated maximum amount for repair materials only for the contract period: (B1) \$12,500.00

Labour: Labour charge for repairs for full term of contract (see Note 3).

<u>Unit price</u>	<u>Number of hours (maximum)</u>	Hourly rate		
1 Technician (regular hours)	26	X \$ _____	=	\$ _____
1 Technician (5:00 pm – 8:00 am)	8	X \$ _____	=	\$ _____
1 Technician (weekends and holidays)	8	X \$ _____	=	\$ _____

Total Labour: (B2) \$ _____

*Total: (C1) \$ _____

*Add amounts (A1), (B1) and (B2) from this section and **enter the total amount on line C1.**

II) PRICING TABLE FOR FIRST OPTION YEAR

PART "A"

MAINTENANCE

Lump sum: Lump sum based on Section 2 API of specifications for **first option year**. (A1) \$ _____

PART "B"

REPAIRS (see Note 2)

Materials: Estimated maximum amount for repair materials only for the contract period: (B1) \$12,500.00

Labour: Labour charge for repairs for full term of contract (see Note 3).

<u>Unit price</u>	<u>Number of hours</u> (maximum)	Hourly rate	
1 Technician (regular hours)	26	X \$ _____	= _____ \$
1 Technician (5:00 pm – 8:00 am)	8	X \$ _____	= _____ \$
1 Technician (weekends and holidays)	8	X \$ _____	= _____ \$

Total Labour: (B2) \$ _____

*Total: (C2) \$ _____

*Add amounts (A1), (B1) and (B2) from this section and **enter the total amount on line C2.**

III) PRICING TABLE FOR SECOND OPTION YEAR

PART "A"

MAINTENANCE

Lump sum: Lump sum based on Section 2 API of specifications for second option year. (A1) \$ _____

PART "B"

REPAIRS (see Note 2)

Materials: Estimated maximum amount for repair materials only for the contract period: (B1) \$12,500.00

Labour: Labour charge for repairs for full term of contract (see Note 3).

<u>Unit price</u>	<u>Number of hours</u> (maximum)	Hourly rate		
1 Technician (regular hours)	26	X \$ _____	=	\$ _____
1 Technician (5:00 pm – 8:00 am)	8	X \$ _____	=	\$ _____
1 Technician (weekends and holidays)	8	X \$ _____	=	\$ _____

Total Labour: (B2) \$ _____

*Total: (C3) \$ _____

*Add amounts (A1), (B1) and (B2) from this section and **enter the total amount on line C3 (see Note 1).**

IV) PRICING TABLE FOR THIRD OPTION YEAR

PART "A"

MAINTENANCE

Lump sum: Lump sum based on Section 2 API of specifications for **third option year**. (A1) _____ \$

PART "B"

REPAIRS (see Note 2)

Materials: Estimated maximum amount for repair materials only for the contract period: (B1) _____ \$12,500.00

Labour: Labour charge for repairs for full term of contract (see Note 3).

<u>Unit price</u>	<u>Number of hours</u> <u>(maximum)</u>	Hourly rate		
1 Technician (regular hours)	26	X \$ _____	=	_____ \$
1 Technician (5:00 pm – 8:00 am)	8	X \$ _____	=	_____ \$
1 Technician (weekends and holidays)	8	X \$ _____	=	_____ \$

Total Labour: (B2) _____ \$

*Total: (C4) _____ \$

*Add amounts (A1), (B1) and (B2) from this section and **enter the total amount on line C4 (see Note 1).**

V) PRICING TABLE FOR FOURTH OPTION YEAR

PART "A"

MAINTENANCE

Lump sum: Lump sum based on Section 2 API of specifications for **fourth option year**. (A1) \$ _____

PART "B"

REPAIRS (see Note 2)

Materials: Estimated maximum amount for repair materials only for the contract period: (B1) \$12,500.00

Labour: Labour charge for repairs for full term of contract (see Note 3).

<u>Unit price</u>	<u>Number of hours (maximum)</u>	<u>Hourly rate</u>		
1 Technician (regular hours)	26	X \$ _____	=	\$ _____
1 Technician (5:00 pm – 8:00 am)	8	X \$ _____	=	\$ _____
1 Technician (weekends and holidays)	8	X \$ _____	=	\$ _____
Total Labour: (B2)				\$ _____

*Total: (C5) \$ _____

*Add amounts (A1), (B1) and (B2) from this section and **enter the total amount on line C5**

*Add the totals from parts C1, C2, C3, C4 and C5 of Annex A and enter the total amount on line **D1 (see Note 1)**. The amount on line D1 will be used to evaluate the proposal:

GRAND TOTAL:..... (D1) \$ _____

NOTES:

1. The total amount of the bid will be used for evaluation purposes **only**, and only the amount shown in Part "A" is covered by this contract. The Department undertakes to pay the Part "A" amount only, subject to approval of the work and other conditions in the specifications.
2. The Department does not undertake to give the Contractor the amounts shown in Part "B" for materials and labour. The Department will, however, pay to the Contractor the amounts negotiated for each repair authorized by the departmental representative. The Contractor will be paid for work at an hourly rate plus materials based on the general provisions of Section 1 **API** and will not be entitled to any other compensation for any difference between the hours negotiated for each repair and the hours actually worked. The Contractor will be paid only for the materials authorized and used in performing the work and shall obtain prior approval from the Department's authorized representative before starting any work under Part "B".
3. **The above hourly rates shall include all labour costs related to work done by employees, including all benefits, travel, overhead and Contractor profit.**

ANNEX "C1"

REFERENCE PRICE LIST

This document must be included with your proposal at closing date. The unit price will be part of the contract as reference, but is not part of the financial evaluation.

Bidder must provide a price for the items listed below. It must include in its price the cost of the part and its installation. The price should consider the replacement of the item will be made during maintenance of the following month. Therefore, no additional transportation costs or extra for the relocation or service will be accepted. Exceptions will be treated separately.

In the case of refills of fire extinguishers, hydrostatic testing of fire extinguishers and hoses, the contractor will perform the said works in accordance with the requirements of the EP specification section. To do this, the contractor will be able to leave immediately, and after receiving the approval of Environment Canada official, with these items, taking care to replace said items with a similar item. It will have a full month to complete service on the item and will report on the inspection of the following month. No transport costs / additional service will be accepted by Environment Canada. For exceptions will be treated separately.

The following table must be completed and used to value the contract. Any item whose price is deemed excessive will result in rejection of the bid.

Item	Unit Price for the first year of the contract	Unit Price for first option year	Unit Price for second option year	Unit Price for third option year	Unit Price for fourth option year
Battery 12 volts 12 Ah					
Battery 12 volts 18 Ah					
Battery 12 volts 7.2 Ah					
Extinguisher recharge –chemical powder 20 lbs.					
Extinguisher recharge –chemical powder 10 lbs.					
Extinguisher recharge CO2 - 5 lbs.					
Extinguisher recharge CO2 - 10 lbs.					
Extinguisher recharge CO2 - 15 lbs.					
Extinguisher recharge CO2 - 20 lbs.					
Extinguisher recharge Watermist					
Hydrostatic test chemical powder extinguisher 20 lbs.					
Hydrostatic test chemical powder extinguisher 10 lbs.					

Hydrostatic test CO2 extinguisher 5 lbs.					
Hydrostatic test CO2 extinguisher 10 lbs.					
Hydrostatic test CO2 extinguisher 15 lbs.					
Hydrostatic test CO2 extinguisher 20 lbs.					
Hydrostatic test extinguisher Watermist					
Hose replacement 1.5 in. 100 feet					
Hose replacement 1.5 in. 75 feet					
Hose replacement 1.5 in. 50 feet					
Hydrostatic test – hose 1.5 in. 100 feet					
Hydrostatic test – hose 1.5 in. 75 feet					
Hydrostatic test – hose 1.5 in. 50 feet					
Unitary price non-CCQ technician– regular time					
Unitary price CCQ technician– regular time					
Unitary price fire detection alarm system technician regular time					
Unitary price fire detection alarm system technician overtime					
Unitary price non-CCQ technician– overtime					
Unitary price CCQ technician– overtime					

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 \$2,000,000.00 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 Environment 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 the 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation..
 - k) If the policy is written on a claim-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) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- q) Sudden and Accidental Pollution Liability (minimum 120 hours) : To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r) 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.

ANNEX « E »

Former Public Servant Certification – Competitive Requirement

To be completed (by each of the contractor's employees assigns to the contract) and attach to your submission

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:

- e. an individual;
- f. an individual who has incorporated;
- g. a partnership made of former public servants; or
- h. 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: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

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:

- 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 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.

Signed

Date

ANNEX « F »
SUMMARY INSTRUCTIONS AND PERSONNAL SCREENING, CONSENT AND
AUTHORIZATION FORM

**To be completed by each of the contractor's employees assigns
to the contract and attach to your submission**

The personal screening, consent and authorization form, is an integral part of this process. You have to join completed document in your submission

Section	To be completed by employee	Comments
A. Administrative information and particulars of appointment	N/A	This section will be completed by Environment Canada
B. Biographical information and criminal conviction	Home address for the last five years. If more space is required, you may use a separate sheet of paper. Complete the par on criminal convictions.	See detailed instructions at the back of the form
C. Consent and verification	Indicate the Surname and date of birth at the top of the page Initial line 1 & 2 Sign and date at the end of section C	EC will complete the part pertaining to the agent The application cannot be processed without the employee's signature and the initials. Detailed instructions are provided at the end of the form
D. & E	N/A	These sections will be completed by Environment Canada