

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**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 Transformer Oil Mtc.	
Solicitation No. - N° de l'invitation W0113-130094/A	Date 2014-05-08
Client Reference No. - N° de référence du client W0113-130094	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-003-6606	
File No. - N° de dossier TOR-3-36271 (003)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-05-26	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Escander, Lisa	Buyer Id - Id de l'acheteur tor003
Telephone No. - N° de téléphone (905) 615-2062 ()	FAX No. - N° de FAX (905) 615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE Construction Engineering Officer 16 Ramillies Rd - Bldg P-154 Borden Ontario L0M1C0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

Solicitation No. - N° de l'invitation

W0113-130094/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-3-36271

Buyer ID - Id de l'acheteur

tor003

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

W0113-130094

CCC No./N° CCC - FMS No/ N° VME

Please see attached RFP.

TASK AUTHORIZATION AUTORISATION DES TÂCHES

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. – N° du contrat
		Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	TO THE CONTRACTOR You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.	
Delivery location – Expédié à	À L'ENTREPRENEUR Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.	
Delivery/Completion date – Date de livraison/d'achèvement	<div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> <div>Date</div> <div>for the Department of National Defence pour le ministère de la Défense nationale</div> </div>	
Contract item no. N° d'article du contrat	Services	Cost Prix
	SUB-TOTAL	
	GST/HST TPS/TVH	
	Total	
<p>APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p> <div style="border-top: 1px solid black; margin-top: 20px; padding-top: 5px;"> <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> <div>for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</div> <div></div> </div> </div>		

Instructions for completing DND 626 - Task Authorization

Contract no.

Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost

The cost of the Task broken out into the individual costed items in **Services**.

GST/HST

The GST/HST cost as appropriate.

Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche

Inscrivez le numéro de tâche séquentiel.

N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expédiez à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ont à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

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TITLE: Main Transformer Oil Testing

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

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

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

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

Part 5 Certifications: includes the certifications to be provided; and

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, DND 626 Task Authorization Form and Quarterly Reporting Form.

2. Summary

1. The Real Properties Operations Group (RPOG) at the Canadian Forces Base (CFB) Borden, Ontario has a requirement for the services of a qualified Contractor to perform the annual transformer oil testing to ensure quality testing of transformer oil. The Contractor will also be responsible for providing services on an as and when requested basis (including emergency situations) as per the Task Authorizations (TA) issued by the Project Authority against the contract.
2. The period of the contract will be from June 1, 2014 to May 31, 2015 with the option to extend the contract by four (4) one (1) year periods;
3. It is expected that one contract will be awarded;
4. Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions [2003](#) and [2004](#).
5. For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

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

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

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

The [2003](#) (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the 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. Former Public Servant

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

3.1 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 [Defense 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.

3.2 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, Bidder 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](#).

3.3 Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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 Applicable Taxes.

4. 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*Insert the name of the province or territory*).

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.

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 May 15, 2014 at 10:00 at 16 Ramillies Rd, Conference Room 234 Building P-154, CFB Borden. Bidders must communicate with the Contracting Authority no later than 12:00 on May 14, 2014 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 (four (4) hard copies)

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

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

Section II: Financial Bid

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Bidders must demonstrate meeting every mandatory technical criterion by providing a concise and detailed response to each of the mandatory technical criteria. The technical bid should address each of the criteria in the order in which they appear.

Bidders must submit all CV's, certifications and any other supporting documentation in the bid by the bid closing date. Simply stating that the mandatory technical criteria are met is not sufficient. Failure to demonstrate meeting all of the mandatory technical criteria will result in the bid being deemed non-responsive. Bids which fail to meet the mandatory criteria will be deemed non-responsive.

Item #	Mandatory Requirement
M1	The Bidder must demonstrate that they have at least five (5) years experience in Transformer Oil Testing and demonstrate that they have been in business in Transformer Oil Testing for a minimum of 5 years. The Bidder must submit a summary on company letterhead with their proposal detailing the history and background of their company.
M2	<p>The Bidder must provide three (3) examples of contracts performed by the Bidder that are similar* in scope and size and related to Transformer Oil Testing. Each example must include at a minimum:</p> <ol style="list-style-type: none">1. the contract number;2. the period of the contract;3. the location of work;4. a brief work description;5. the value of the contract; and6. the name and contact information of the client. <p>Clients referenced within the examples may be contacted by Canada in order to verify the information provided in the examples only.</p> <p>"Similar" – for the purpose of this evaluation, means the extent of comparability in terms of scope (as per Annex A), magnitude (multiple transformers) and operating environment (such as large facilities, township, etc which include multiple transformers).</p>

M3	The Bidder must submit a list of all proposed resources and copies of valid certificates. All technicians proposed must hold a valid certification in at least one of the following technical disciplines. <ul style="list-style-type: none">• Electrical Engineer;• Electrical Engineering Technologist;• Electrical Engineering Technician; and• Certified Infrared Thermographer
M4	The Bidder must demonstrate that all proposed technicians hold a valid certification in each of the following courses. The Bidder must include copies of valid certifications for each proposed resource. <ul style="list-style-type: none">• Arc Flash Hazard Awareness;• Basic Fluid Sampling and Shipping;• Electrical Safety Awareness; and• Safety and Sub-Station Maintenance.
M5	The Bidder must demonstrate that they have available staff and are capable of providing emergency service on a 24 hour basis. The Bidder must have a 24 hour communication system (landline or wireless service) available 24 hours a day, 7 days a week, 365 days a year.

1.2 Financial Evaluation

The Bidder must submit with its bid, pricing details in accordance with Annex B – Basis of Payment, in Canadian funds. Pricing must be provided for the initial contract period and option years.

Bids will be evaluated based on the prices detailed in Annex B – Basis of Payment.

The price used in the evaluation will be the Total Evaluated Cost which is calculated as follows:

Total Evaluated Cost is the sum of the Total Prices of the initial contract period and all option years (sum of tables B1 to B5).

1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2013-04-25), Evaluation of Price

2. Basis of Selection

2.1 Mandatory Technical Criteria

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

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

2. Additional Certifications Required 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

2.2 Education and Experience

2.2.1 SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

PART 6 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

1.2 Task Authorization

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

1.2.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" form in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 5 calendar days of its receipt (except in emergency situations), the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor (except in emergency situations). The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$5,000.00, Applicable Taxes included, inclusive of any revisions.

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

1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10%, of the Total Estimated Contract Cost.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not

exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

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

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

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

The quarterly periods are defined as follows:

1st quarter: June 1 to August 31;
2nd quarter: September 1 to November 30;
3rd quarter: December 1 to February 28; and
4th quarter: March 1 to May 31.

The data must be submitted to the Contracting Authority no later than **fifteen (15)** calendar days after the end of the reporting period.

1.2.4.1 Reporting Requirement- Details

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

For each authorized task:

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

For all authorized tasks:

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

1.2.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by Real Properties Operations Group Contracts Cell of CFB Borden. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

2. Standard Clauses and Conditions

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

2.1 General Conditions

[2035](#) (2014-03-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Security Requirement

There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from June 1, 2014 to May 31, 2015 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lisa Escander
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
33 City Centre Drive, Suite 480C
Mississauga, Ontario
L5B 2N5

Telephone: 902-615-2062
Facsimile: 905-615-2060
E-mail address: Lisa.Escander@pwgsc-tpsgc.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 inserted at contract award)*

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

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

5.3 Contractor's Representative *(to be completed by bidder)*

Name: _____
Title: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants *(if applicable)*

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment – Firm Unit Prices – Task Authorization

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

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

7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ 10,000.00. Customs duties are included, and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Multiple Payments

SACC Manual clause [H1001C](#) (2008-05-12), Multiple Payments

7.4 Time Verification

SACC Manual clause [C0711C](#) (2008-05-12), Time Verification

8. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

9. Certifications

9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

10. Applicable Laws

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

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035](#) (2014-03-01), General Conditions - Higher Complexity;
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance - Specific Requirements;
- (f) Annex D, DND 626 Task Authorization Form
- (g) Annex E, Quarterly Reporting Form
- (h) the signed Task Authorizations (including all of its annexes, if any);
- (i) the Contractor's bid dated _____.

12. Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

13. Insurance Requirements

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

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

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

14. SACC Manual Clauses

SACC Manual Clause [A9062C](#) (2011-05-16), Canadian Forces Site Regulations

ANNEX "A"
STATEMENT OF WORK

A1 Background

The Real Properties Operations Group (RPOG) at the Canadian Forces Base is responsible for all Transformer Oil Testing at CFB Borden, Ontario. In the performance of this responsibility the RPOG has a requirement for the services of a qualified Contractor to perform the annual transformer oil testing to ensure quality testing of transformer oil. The Contractor will also be responsible for providing services on an as and when requested basis (including emergency situations) as per the Task Authorizations (TA) issued by the Project Authority against the contract.

A2 Objective

The contractor is responsible to supply all labour, materials, transportation and equipment to perform all transformer oil testing, strictly adhering to the rules, codes and standards listed in the references. The annual transformer oil testing will normally take place during the month of September at 12 separate locations as listed below. Due to possible interference related to weather conditions, testing may be conducted into October; the Contractor will be required to coordinate with the Project Authority (PA).

Services required in an emergency situations may be requested verbally followed by an email confirmation when time permit; all emergency requests will be followed up with a signed TA.

A3 Scope

- 3.1. All work must be performed by qualified personnel, recognized by Ontario Ministry of Labour and the Ministry of the Environment (MOE) in at least one of the following technical disciplines. All resources must hold valid certifications for the duration of the contract.

- 3.1.1. Electrical Engineer;
- 3.1.2. Electrical Engineering Technologist;
- 3.1.3. Electrical Engineering Technician; and
- 3.1.4. Certified Infrared Thermographer.

- 3.2. All resources must hold a valid certification in each of the following courses for the duration of the contract and must provide a copy upon request.

- 3.2.1 Arc Flash Hazard Awareness;
- 3.2.2 Basic Fluid Sampling and Shipping;
- 3.2.3 Electrical Safety Awareness; and
- 3.2.4 Safety and Sub-Station Maintenance.

- 3.3 Every oil sample must be professionally tested to the specifications, drawings, directions (as established by the Ministry of the Environment) and references listed herein. The specifications, drawings and directions will be made available to the Contractor on site.

Any deviation from these established specifications, drawings, directions or references must be updated and forwarded by the Contractor to the PA for approval prior to testing.

- 3.4 The PA may add or delete transformers as required at any time, for the duration of this contract.

3.5 The Contractor is responsible for all reports, certifications and permits required under by this contract.

3.6 Testing Sites:

The Contractor must supply all labour, equipment, materials and transportation to provide testing of transformer oil located at the following buildings located within CFB Borden:

- North Sub-station 5 MVA-2
- South Sub-station 5 MVA-2
- Bldg O-143 1500 kVA
- Bldg O-125 500 kVA
- Bldg O-166 1000 kVA
- Blackdown Park 1000 kVA-1
- Bldg A-253 2MVA-1 (Welding Shop)
- Kitchen-1 (Curtis Bldg) 1000 kVA
- Kitchen-2 (Vickers Bldg) 1000 kVA
- CFMPA 1000 kVA
- Health Services Clinic 1000 kVA
- CFSEME 1500 kVA
- Additional Locations to be selected by the PA if necessary.

A4 References

All work will be performed in accordance with the latest editions of the following references which are readily available on line or will be made available on site:

- 4.1 National Building Code of Canada;
- 4.2 CAN/CSA C22.1 Canadian Electrical Code, Part-1 and all local amendments;
- 4.3 Ontario Electrical Safety Code (OESC);
- 4.4 Ontario Health and Safety Association (OHSA);
- 4.5 All Federal, Provincial and Base Health and Safety regulations; and
- 4.6 Base Security Orders.

A5 Tasks

Annual Transformer Oil Testing must include:

- Dissolved fault gas analysis;

- Standard ASTM oil tests;
- Moisture Content;
- PCB analysis;
- Metals in oil;
- Furans in oil; and
- Standard Oil and Gas testing.

A6 Deliverables

- 6.1 Every oil sample must be tested and the results provided to the PA in the form of a written report within 30 days of test completion. The results must meet or exceed the requirements and standards given in the references. All testing must be accepted by the PA.

A7 Emergency Service and Regular Service Response Times

- 7.1 Contractor must be available and capable of providing emergency service on a 24 hour basis.
- 7.2 In an emergency situation, the Contractor must, upon verbal authorization from the PA or other authorized individual, proceed within four (4) hours; an email confirmation will be sent when time permits. A signed TA will be issued as soon as it is practical for the PA to do so.
- 7.3 The contractor must not refuse any call for testing and must begin work within the next working day upon contact from the PA.

A8 Authorization of Work

Upon contract award the Contractor will be advised by the PA of the names of persons authorized to request service. No payment will be paid to the contractor for any work performed without the authorization of the PA.

ANNEX "B" BASIS OF PAYMENT

Bidders must provide firm unit prices in Canadian funds including travel and living expenses. The total amount of Harmonized Sales Tax (HST) is to be show separately, if applicable.

Prices stated in Annex B are firm for the period of the contract.

Note: Estimated quantities are for evaluation purposes and will be deleted at time of contract award.

The Contractor will be paid the following firm unit prices for the Work performed pursuant to this Contract.

- 1) **Per Testing pricing for Item #1 and #2:** includes all labour, material, tools, equipment and transportation required to provide each annual test in September complete with individual reports for each transformer. PCB Analysis is to be conducted as a separate test at the same time as Item #1 Transformer testing.
- 2) **Testing pricing for Item #3 and #4:** on an "as and when" requested basis, when the contractor is already on site for other work. Unit price is to provided per service call, per hour and per test including reports for each transformer

B1 Contract Period: From June 1, 2014 to May 31, 2015

A	B		C	D	E (CxD)
Item #	Description		Estimated Quantity	Firm Unit Price	Extended Price
1	Scheduled Annual Transformer Testing		12	\$_____/Test	\$
2	Scheduled Annual PCB Analysis		12	\$_____/Test	\$
3	Transformer Testing- “as and when” requested	Service Call	1	\$_____/Call	\$
		Additional Labour	1	\$_____/Hour	\$
		Test and Report	1	\$_____/Test	\$
4	Transformer Testing for PCB’s only- “as and when” requested	Service Call	1	\$_____/Call	\$
		Additional Labour	1	\$_____/Hour	\$
		Test and Report	1	\$_____/Test	\$
Total Price					\$

B2 Option Year 1: June 1, 2015 to May 31, 2016

A	B		C	D	E (Cx D)
Item #	Description		Estimated Quantity	Firm Unit Price	Extended Price
1	Scheduled Annual Testing		12	\$_____/Test	\$
2	Scheduled Annual PCB Analysis		12	\$_____/Test	\$
3	Transformer Testing- “as and when” requested	Service Call	1	\$_____/Call	\$
		Additional Labour	1	\$_____/Hour	\$
		Test and Report	1	\$_____/Test	\$
4	Transformer Testing for PCB’s only- “as and when” requested	Service Call	1	\$_____/Call	\$
		Additional Labour	1	\$_____/Hour	\$
		Test and Report	1	\$_____/Test	\$
Total Price					\$

B3 Option Year 2: June 1, 2016 to May 31, 2017

A	B		C	D	E (Cx D)
Item #	Description		Estimated Quantity	Firm Unit Price	Extended Price
1	Scheduled Annual Testing		12	\$ _____/Test	\$
2	Scheduled Annual PCB Analysis		12	\$ _____/Test	\$
3	Transformer Testing- “as and when” requested	Service Call	1	\$ _____/Call	\$
		Additional Labour	1	\$ _____/Hour	\$
		Test and Report	1	\$ _____/Test	\$
4	Transformer Testing for PCB’s only- “as and when” requested	Service Call	1	\$ _____/Call	\$
		Additional Labour	1	\$ _____/Hour	\$
		Test and Report	1	\$ _____/Test	\$
Total Price					\$

B4 Option Year 3: June 1, 2017 to May 31, 2018

A	B		C	D	E (Cx D)
Item #	Description		Estimated Quantity	Firm Unit Price	Extended Price
1	Scheduled Annual Testing		12	\$_____/Test	\$
2	Scheduled Annual PCB Analysis		12	\$_____/Test	\$
3	Transformer Testing- “as and when” requested	Service Call	1	\$_____/Call	\$
		Additional Labour	1	\$_____/Hour	\$
		Test and Report	1	\$_____/Test	\$
4	Transformer Testing for PCB’s only- “as and when” requested	Service Call	1	\$_____/Call	\$
		Additional Labour	1	\$_____/Hour	\$
		Test and Report	1	\$_____/Test	\$
Total Price					\$

B5 Option Year 4 from June 1, 2018 to May 31, 2019

A	B		C	D	E (Cx D)
Item #	Description		Estimated Quantity	Firm Unit Price	Extended Price
1	Scheduled Annual Testing		12	\$ _____/Test	\$
2	Scheduled Annual PCB Analysis		12	\$ _____/Test	\$
3	Transformer Testing- “as and when” requested	Service Call	1	\$ _____/Call	\$
		Additional Labour	1	\$ _____/Hour	\$
		Test and Report	1	\$ _____/Test	\$
4	Transformer Testing for PCB’s only- “as and when” requested	Service Call	1	\$ _____/Call	\$
		Additional Labour	1	\$ _____/Hour	\$
		Test and Report	1	\$ _____/Test	\$
Total Price					\$

Solicitation No. - N° de l'invitation
W0113-130094/A
Client Ref. No. - N° de réf. du client
W0113-130094

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-3-36271

Buyer ID - Id de l'acheteur
tor003
CCC No./N° CCC - FMS No./N° VME

B6 Total Evaluated Price

Periods	Total Evaluated Price
B1: Contract period from June 1, 2014 to May 31, 2015	\$
B2: Option Year 1 from June 1, 2015 to May 31, 2016	\$
B3: Option Year 2 from June 1, 2016 to May 31, 2017	\$
B4: Option Year 3 from June 1, 2017 to May 31, 2018	\$
B5: Option Year 4 from June 1, 2018 to May 31, 2019	\$
Total Evaluated Price (sum of Total Price B1 to B5)	\$

Note: this table for evaluation purposes only and will be removed at the time of contract award.

ANNEX "C"
INSURANCE REQUIREMENTS

C1 Commercial General Liability Insurance

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

- o. 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.

C2 Errors and Omissions Liability Insurance

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

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

C3 Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence

- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- e. OPCF/QEF/SEF #4B - Permission to Carry Radioactive Material Endorsement
- f. OPCF/SEF/QEF #6a - Permission to Carry Passengers for Compensation or Hire
- g. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B /
Quebec: QEF #27 / Other Provinces: SEF#27

Solicitation No. - N° de l'invitation
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Client Ref. No. - N° de réf. du client
W0113-130094

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-3-36271

Buyer ID - Id de l'acheteur
tor003
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"
DND 626 TASK AUTHORIZATION FORM

Please see attached form.

Solicitation No. - N° de l'invitation
W0113-130094/A
Client Ref. No. - N° de réf. du client
W0113-130094

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TOR-3-36271

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ANNEX "E"
QUARTERLY REPORTING FORM

Contract No.	Contract start date dd/mm/yyyy	Contract end date dd/mm/yyyy
Total Value to Date \$	Total Value for Report Period \$	Start Date – End Date dd/mm/yyyy

Invoice No.	Date of Task Authorization	Total Value of Task Authorization