

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

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480C  
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**

<b>Title - Sujet</b> Boiler Inspection	
<b>Solicitation No. - N° de l'invitation</b> EQ755-150016/A	<b>Date</b> 2014-06-26
<b>Client Reference No. - N° de référence du client</b> EQ755-150016	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-003-6621	
<b>File No. - N° de dossier</b> TOR-4-37022 (003)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-08-06</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Escander, Lisa	<b>Buyer Id - Id de l'acheteur</b> tor003
<b>Telephone No. - N° de téléphone</b> (905) 615-2062 ( )	<b>FAX No. - N° de FAX</b> (905) 615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 4900 Yonge Street - 11th Floor Toronto Ontario M2N6A6 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

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

Solicitation No. - N° de l'invitation

EQ755-150016/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-4-37022

Buyer ID - Id de l'acheteur

tor003

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

EQ755-150016

CCC No./N° CCC - FMS No/ N° VME

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**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

**Boiler/Pressure Vessel Inspection Services**

**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Debriefings

**PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant (*if applicable*)
4. Enquiries - Bid Solicitation
5. Applicable Laws

**PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection

**PART 5 - CERTIFICATIONS**

1. Certifications Required Precedent to Contract Award

**PART 6 - SECURITY AND OTHER REQUIREMENTS**

1. Security Requirement
2. Insurance Requirements

**PART 7 - RESULTING CONTRACT CLAUSES**

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants (*if applicable*)
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. Insurance Requirements
13. Site Regulations

**List of Annexes and Appendices:**

Solicitation No. - N° de l'invitation  
EQ755-150016/A  
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Annex "A" Statement of Work  
Appendix "A" Inventory  
Annex "B" Basis of Payment  
Annex "C" Security Requirements Check List  
Annex "D" Federal Contractors Program for Employment Equity - Certification  
Annex "E" Insurance Requirements  
Annex "F" Technical Evaluation Criteria

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## BOILER/PRESSURE VESSEL INSPECTION SERVICES

### PART 1 - GENERAL INFORMATION

#### 1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements and the Technical Evaluation Criteria.

#### 2. Summary

1. Public Works and Government Services Canada (PWGSC), Technical Services, has a requirement for Ontario wide Inspection Services of Boilers, Pressure Vessels, Pressure Piping Systems, and associated Safety Devices in accordance with the requirements of the Canada Occupational health and Safety Regulations (COHSR) as pursuant to the Canada Labour Code Part II.
2. The period of the contract will be from October 1<sup>st</sup>, 2014 to September 30<sup>th</sup>, 2015 with the option to extend the contract by three (3) additional one (1) year periods;
3. It is expected that one contract will be awarded;
4. There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial and Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
5. Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions [2003](#) and [2004](#).
6. 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.
7. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

8. There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named [Federal Contractors Program for Employment Equity - Certification](#).

### 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.

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

### 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 ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 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.

### **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 (4 hard copies and 1 soft copy on CD or DVD)

Section II: Financial Bid 1 hard copy and 1 soft copy on CD or DVD)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

#### **Section II: Financial Bid**

- 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.

## 1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

## 1.3 SACC Manual Clauses

### Section III: Certifications

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- (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

Mandatory and point rated technical evaluation criteria are included in Annex "F".

### 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 Estimated Prices of the initial contract period and all option years (sum of tables B1 to B4).

#### 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 and Minimum Point Rating

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 minimum 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 - 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\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## **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. Failure to comply with the request may result in the bid being declared non-responsive.

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

### **1. Security Requirement**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial Security Program](#) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

Note: For foreign based suppliers interested in submitting a bid please contact the contracting authority identified herein prior to bidding in order to determine foreign security clearance equivalencies.

### **2. Insurance Requirements**

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

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

## **PART 7 - RESULTING CONTRACT 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".

### **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>) issued by Public Works and Government Services Canada.

#### **2.1 General Conditions**

[2010C](#) (2014-06-26), General Conditions – Services (Medium Complexity), apply to and form part of the Contract.

### 3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must, **EACH** hold a valid **Reliability Status** or personnel security screening at the level of **SECRET**, as required, whereas all others requiring only access to secure work site(s) must have a valid **SITE ACCESS** Clearance required, granted or approved by CISD/PWGSC.
3. Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide attached at Annex "C";
  - b) Industrial Security Manual (Latest Edition).

### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from October 1, 2014 to September 30, 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 three (3) 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](mailto: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 Technical Authority** *(to be inserted at contract award)*

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

And

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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

**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

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

## 7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ *(to be inserted at contract award)*. Customs duties are included, and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - 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 contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. 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 Monthly Payments

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payments

## 7.4 T1204 - Direct Request by Customer Department

SACC Manual Clause [A9117C](#) (2007-11-30) T1204 - Direct Request by Customer Department

## 7.5 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 following address for certification and payment.  
\_\_\_\_\_ *(to be inserted at contract award)*

OR

\_\_\_\_\_ *(to be inserted at contract award)*

- 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.

### 9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 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 [2010C](#) (2014-06-26), Services (Medium Complexity);
- (c) Annex "A", Statement of Work;
  - Appendix "A" Inventory;
  - Appendix "B" Inspection Criteria Report (ICR);
  - Appendix "C" Class Type Index;
  - Appendix "D" Record of Inspection (ROI);
  - Appendix "E" Non Destructive Testing Test/Inspection Results;
  - Appendix "F" Common Directives;

*(Appendices B-F under separate cover and will be inserted at contract award)*
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Security Requirements Check List;
- (f) Annex "D", Federal Contractors Program for Employment Equity - Certification;
- (g) Annex "E", Insurance Requirements;
- (h) Annex "F", Technical Evaluation Criteria;
- (i) the Contractor's bid dated \_\_\_\_\_ *(to be inserted at contract award)*.

## 12. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "E". 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.

### **13. Site Regulations**

SACC Manual clause [A9068C](#) (2010-01-11) Government Site Regulations  
SACC Manual Clause [A9062C](#) (2011-05-16), Canadian Forces Site Regulations

Solicitation No. - N° de l'invitation  
EQ755-150016/A  
Client Ref. No. - N° de réf. du client  
EQ755-150016

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-4-37022

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

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

Please see attached Annex "A".

**ANNEX "B"  
BASIS OF PAYMENT**

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

The firm prices stated in Annex "B" are firm for the period of the contract.

Canada reserves the right to add or delete any building/facility and devices contained in Appendix "A" – Inventory as necessary. Any additional devices added to Appendix "A" – Inventory shall become part of this contract and meet the requirements contained herein.

**B1 Initial Contract Period: estimated start date October 1, 2014 - September 30, 2015**

A	B	C	D	E (Cx D)
Item No.	Description	Estimated Quantity	Firm Price Per Inspection	Extended Price
1	External/Operational Inspection of Boiler, Piping System	2500 units	\$	\$
2	Internal Inspection of Boiler, Pressure Vessel and/or Pressure Piping System	500 units	\$	\$
3	Non-destructive (NDT) type inspection of Boiler, Pressure Vessel and/or Pressure Piping System	1500 units	\$	\$
4	Inspections performed outside regular working hours as per Items 1-3 above.	200 External Insp.	Percentage above unit prices for items 1 - 3 _____ %	\$
		200 Internal Insp.		\$
		200 NDT Insp.		\$
5	Re-inspection of Boiler, Pressure Vessel and/or Pressure Piping System	200 units	\$	\$
6	Services other than inspections	350 units	\$	\$
<b>Total Estimated Price</b>				<b>\$</b>

**B2 Option Year 1: October 1, 2015 - September 30, 2016**

A	B	C	D	E (Cx D)
Item No.	Description	Estimated Quantity	Firm Price Per Inspection	Extended Price
1	External/Operational Inspection of Boiler, Piping System	2500 units	\$	\$
2	Internal Inspection of Boiler, Pressure Vessel and/or Pressure Piping System	500 units	\$	\$
3	Non-destructive (NDT) type inspection of Boiler, Pressure Vessel and/or Pressure Piping System	1500 units	\$	\$

4	Inspections performed outside regular working hours as per Items 1-3 above.	200 External Insp.	Percentage above unit prices for items 1 - 3 _____%	\$
		200 Internal Insp.		\$
		200 NDT Insp.		\$
5	Re-inspection of Boiler, Pressure Vessel and/or Pressure Piping System	200 units	\$	\$
6	Services other than inspections	350 units	\$	\$
<b>Total Estimated Price</b>				<b>\$</b>

**B3 Option Year 2: October 1, 201 - September 30, 2017**

A	B	C	D	E (CxD)
Item No.	Description	Estimated Quantity	Firm Price Per Inspection	Extended Price
1	External/Operational Inspection of Boiler, Piping System	2500 units	\$	\$
2	Internal Inspection of Boiler, Pressure Vessel and/or Pressure Piping System	500 units	\$	\$
3	Non-destructive (NDT) type inspection of Boiler, Pressure Vessel and/or Pressure Piping System	1500 units	\$	\$
4	Inspections performed outside regular working hours as per Items 1-3 above.	200 External Insp.	Percentage above unit prices for items 1 - 3 _____%	\$
		200 Internal Insp.		\$
		200 NDT Insp.		\$
5	Re-inspection of Boiler, Pressure Vessel and/or Pressure Piping System	200 units	\$	\$
6	Services other than inspections	350 units	\$	\$
<b>Total Estimated Price</b>				<b>\$</b>

**B4 Option Year 3: October 1, 2017 - September 30, 2018**

A	B	C	D	E (Cx/D)
Item No.	Description	Estimated Quantity	Firm Price Per Inspection	Extended Price
1	External/Operational Inspection of Boiler, Piping System	2500 units	\$	\$
2	Internal Inspection of Boiler, Pressure Vessel and/or Pressure Piping System	500 units	\$	\$
3	Non-destructive (NDT) type inspection of Boiler, Pressure Vessel and/or Pressure Piping System	1500 units	\$	\$
4	Inspections performed outside regular working hours as per Items 1-3 above.	200 External Insp.	Percentage above unit prices for items 1 - 3 _____ %	\$
		200 Internal Insp.		\$
		200 NDT Insp.		\$
5	Re-inspection of Boiler, Pressure Vessel and/or Pressure Piping System	200 units	\$	\$
6	Services other than inspections	350 units	\$	\$
<b>Total Estimated Price</b>				<b>\$</b>

**B5 Total Evaluated Price**

Periods	Total Estimated Prices
B1: Original Contract period October 1, 2014 to September 30, 2015	\$
B2: Option Year 1 October 1, 2015 to September 30, 2016	\$
B3: Option Year 2 October 1, 2016 to September 30, 2017	\$
B4: Option Year 3 October 1, 2017 to September 30, 2018	\$
<b>Total Evaluated Price (sum of Total Price B1 to B4)</b>	<b>\$</b>

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

Solicitation No. - N° de l'invitation  
EQ755-150016/A  
Client Ref. No. - N° de réf. du client  
EQ755-150016

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-4-37022

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

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**ANNEX "C"**  
**SECURITY REQUIREMENTS CHECK LIST**

Please see attached Annex "C".

**ANNEX "D" to PART 5 - BID SOLICITATION  
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's website](#).

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

## ANNEX "E" INSURANCE REQUIREMENTS

### E1 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. 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.

## **E2 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.

**ANNEX "F"**  
**TECHNICAL EVALUATION CRITERIA**

**F1 Mandatory Technical Criteria**

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Bidders must demonstrate that they meet 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
<b>M1</b>	<p>The Bidder and all proposed resources must hold a valid Certificate of Competency issued under Ontario Regulation 220//01, s.12 Boilers and Pressure Vessels, pursuant to the Technical Standards and Safety Act, 2000.</p> <p>The Bidder must submit a list of all proposed resources and must submit copies of valid certificates for each proposed resource to demonstrate compliance with this criterion.</p>
<b>M2</b>	<p>The Bidder must hold an Authorized Inspection Agency Certificate of Accreditation demonstrating that they meet the requirements of an "Authorized Inspection Agency" as defined in Section 3.2 of American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code. The Bidder must submit a copy of their Authorized Inspection Agency Certificate of Accreditation to demonstrate compliance with this criterion.</p>
<b>M3</b>	<p>The Bidder must include with their bid a signed declaration stating that they are not currently engaged in any activities, with any department or agency of the Public Service, in the Province of Ontario, within the scope of this requirement for the operation, repair or maintenance of any boiler, pressure vessel, and/or pressure piping system, and that they agree to maintain this status for the duration of the proposed Contract and any extensions thereafter.</p> <p>The purpose of this declaration is to ensure there is no conflict of interest as inspection services must be conducted independently from repair services.</p>
<b>M4</b>	<p>The Bidder must submit a Project Safety Plan which covers all critical safety aspects of the project. The PSP must:</p> <ol style="list-style-type: none"> <li>1. Identify potential hazards and risks;</li> <li>2. Detail the engineering and administrative controls necessary;</li> <li>3. Identify necessary personnel training needs; and</li> <li>4. Contain a plan for the management of change.</li> </ol>
<b>M5</b>	<p>The Bidder must include in their proposal three (3) references for which the Bidder has provided professional inspection services that demonstrates they have knowledge and experience with projects that are similar* in scope and size in accordance with either Ontario Regulation 220/01, as pursuant to the Technical Standards and Safety Act, 2000, or Canada Occupational Health and Safety Regulations, Part V Boilers and Pressure Vessels as pursuant to the Canada Labour Code Part II.</p> <p>The following information must be provided for each reference submitted:</p> <ol style="list-style-type: none"> <li>a) company name and primary contact name and phone number;</li> <li>b) time and duration of service provided (contract dates);</li> </ol> <p>Canada is not responsible for verifying contact information or availability. All references must be available to be contacted within seven (7) business days of solicitation closing. The evaluation team will make at least 5 attempts to contact the references; if the evaluation team is unable to</p>

	<p>make contact with any of the references within the 7 business days allotted, the bid will be deemed non-responsive.</p> <p>*Similar refers to the types of inspection services, number of facilities and number of devices inspected per year as per Annex A Statement of Work and Appendix A Inventory.</p>
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## F2 Point Rated Technical Criteria

The criteria contained herein will be used to evaluate each proposal that has met all of the mandatory criteria. Bidders are advised to address each of the criteria in the order in which they appear and in sufficient depth in their proposals to enable a thorough assessment. Assessments will be based solely on the information contained within the proposal. Bidders may be contacted to confirm information or seek clarification.

Only those proposals which are responsive (compliant) with all of the mandatory criteria and then achieve (or exceed) the stated minimum points required for the point rated technical criteria section (which is equivalent to 95 points of the total points available) will be further considered for award of a contract. Proposals not meeting the minimum points required will be deemed non-responsive.

Item #	Point Rated Technical Criteria	Proposal Page #	Maximum Points
<b>R1</b>	<p><b>Knowledge and Experience</b></p> <p>Further to the references required as per M6, the Bidder should select one of the references for point evaluation and include a summary of the services provided and a description of each of the following:</p> <ul style="list-style-type: none"> <li>a) identify types of inspection services (types of equipment) provided;</li> <li>b) identify approximate number of facilities per client;</li> <li>c) approximate number of devices inspected per year;</li> </ul> <p>This reference will be evaluated based on the above criteria with a maximum of 5 points to be awarded for each bullet.</p>		<b>15</b>
<b>R2</b>	<p><b>Project Management</b></p> <p>The purpose of this criterion is to evaluate the Bidder's ability to manage the requirements of the contract.</p> <p>The Bidder should establish the context and resource allocations for the execution of the contract, and should act as an interface between the Operating Authority and the Technical Authority. To ensure that all relevant contract deliverables are met, and all applicable approvals are obtained prior to initiating any portion of the contract, the Bidder is to develop and provide a Project Management Plan with a focus on scope and time that includes the following:</p> <ul style="list-style-type: none"> <li>a) Demonstration of an organizational structure, with appropriate allocation of in-house resources, which would be required to ensure successful management and completion of the required tasks as per Annex "A" Statement of Work.</li> <li>b) A proposed tentative schedule which will meet the requirements of the contract. The proposed schedule should include all activities and milestones required to accomplish the completion of the contract and required deliverables as per Annex "A" Statement of Work. The Bidder</li> </ul>		<b>40</b>

	<p>should also include a contingency plan demonstrating a planned course(s) of actions in the event that a situation arises that could potentially jeopardize the expected deliverables;</p> <p>c) A detailed work breakdown incorporating a work plan as per the tasks and deliverables identified in Annex "A" Statement of Work and the work sites listed in Appendix "A"- Inventory. The Bidder should consider geographical zoning and/or groupings to take advantage of climate differences throughout the province;</p> <p>d) A process to track and report work progress and successful completion of tasks and milestones towards the successful completion of the contractual requirements as per Annex "A" Statement of Work.</p> <p>A maximum of 10 points will be awarded for each bullet.</p>		
<b>R3</b>	<p><b>Project Safety</b></p> <p>The purpose of the criterion is to demonstrate the Bidder's commitment, approach and responsibilities for Occupational Health and Safety (OHS).</p> <p>As per M5 the Bidder's submitted PSP will be evaluated based upon the following:</p> <p>a) Identification of Health and Safety issues relevant to the work as per Annex A Statement of Work</p> <p>b) demonstration of safe work procedures and practices, e.g. OHS Policies, company safety policies, and safety rules and/or procedures</p> <p>c) demonstration of all known or potential hazards which may be present during the execution of the contract including analysis and preventive or control measures to mitigate or minimize the hazard</p> <p>A maximum of 10 points will be awarded for each bullet.</p>		<b>30</b>
<b>R4</b>	<p><b>Risks and Change Management</b></p> <p>The purpose of the criterion is to demonstrate the Bidder's ability to manage risk and change during the life of the contract.</p> <p>Risk Management is a systematic process of identifying, analyzing and responding to project risk. It includes maximizing the probability and impact of positive events or opportunities and minimizing the likelihood and consequences of adverse events to attaining project objectives. A Risk Management Plan is a document which facilitates the management of risk throughout the life cycle of the project. To demonstrate this, the Bidder should develop and provide a Risk Management Plan that addresses the following five (5) inter-related steps:</p> <p>a) understanding of project objectives;</p> <p>b) identifying risks related to those objectives;</p> <p>c) assessing risk (probability/likelihood and frequency, as well as impact);</p> <p>d) responding to risk (level of action to avoid/eliminate, reduce/mitigate, retain/ accept, or transfer/share the risk);</p> <p>e) monitoring and reporting (to ensure key risk responses are working and key risk information is communicated and shared within the project team);</p>		<b>30</b>

	<p>f) provide evidence of flexibility and willingness to incorporate new or changing technologies into business processes.</p> <p>A maximum of 5 points will be awarded for each bullet.</p>		
<b>R5</b>	<p><b>Quality Management</b></p> <p>The purpose of the criterion is to demonstrate the Bidder's methodology and approach to Quality Management/Quality Assurance.</p> <p>Quality Management Planning assists organizations in enhancing customer satisfaction. Customers require products with characteristics that satisfy their needs and expectations. A Quality Management approach encourages organizations to analyze customer requirements, defines the processes that contribute to the provision of a product that meets or exceeds the specified requirements and keeps these processes under control. Since customer needs and expectations tend to change organizations are driven to continually improve their products and processes.</p> <p>The Bidder should provide details of its Quality Management System/Quality Assurance Planning with a focus on measurement of results against the deliverables required as per Annex A Statement of Work.</p> <p>To demonstrate this, the Bidder should provide:</p> <ul style="list-style-type: none"> <li>a) a full description of their Quality management/ Assurance system which includes a continual improvement process;</li> <li>b) describe how the Bidder's senior management team is committed to the ongoing review of documented processes;</li> <li>c) a description of the methodology used for periodic and ongoing internal evaluations of the organization's documented processes;</li> <li>d) a description of the Bidder's client feedback process within the organization.</li> </ul> <p>As evidence to support the information provided for this criterion, the bidder should include samples of documents, emails, survey/ questionnaire sheet etc... where applicable.</p> <p>A maximum of 5 points will be awarded for each bullet.</p>		<b>20</b>
	<b>Minimum Points/Total points</b>		<b>95/135</b>

## ANNEX "A"

### STATEMENT OF WORK (SoW)

#### Table of Contents

A1	Terminology .....	4
A2	Objective .....	8
A3	Background .....	8
A4	Contractors Responsibilities- (General).....	8
A5	Project Safety .....	8
A6	Security .....	9
A7	Inventory .....	9
A8	Inspection Frequencies .....	10
A9	Scheduled Inspections .....	11
A10	Non-destructive Testing (NDT) .....	11
A11	Re-inspections .....	11
A12	Other Services .....	11
A13	Exemptions .....	11
A14	Coordination and Scheduling.....	12
A15	Record of Inspection (ROI) .....	12
A16	Non-Compliant Equipment.....	13
A17	Departmental Responsibilities .....	14
A18	Correspondence .....	14
A19	Submission of Documents .....	14
A20	Continual Improvement and Future Technology.....	15

#### Attached Appendices

Appendix "A" Inventory

Appendix "B" Inspection Criteria Report (ICR)

Appendix "C" Class Type Index

Appendix "D" Record of Inspection (ROI)

Appendix "E" Non Destructive Testing Test/Inspection Results

Appendix "F" Common Directives

*(Appendices B-F under separate cover and will be inserted at contract award)*

#### A1 Terminology

**Alteration** means any change in the item described in the original manufacturer's data report that requires a change of design calculations or otherwise affects the pressure-containing capability of the boiler or pressure vessel.

**Appropriate standard:** means a standard or standards, as amended from time to time, to the extent that the most recent standard provides the highest level of safety. If more than one standard meets this criterion, the standard or standards shall be selected using the following order of precedence:

- i. standard prescribed by the Canada Labour Code Part II and its pursuant applicable regulations;
- ii. standard prescribed by provincial and territorial occupational health and safety acts and regulations;
- iii. any standard that has been accepted, developed, approved, prepared, published, and/or maintained by an accredited organization that assumes such responsibility, i.e. the Standards Council of Canada (SCC) (and the standards development organization for the Canadian Standards Association (CSA) of the SCC) and the International Organization for Standardization (ISO);
- iii. standard developed by a government organization with regard to a subject area within their jurisdiction

(e.g., Health Canada, Transport Canada and Environment Canada);

- iv. standard developed by an association recognized by a majority of qualified practitioners in the field to which the standard is addressed (e.g., American Society of Heating, Refrigerating and Air- Conditioning Engineers [ASHRAE]).

**Authorized inspection agency** (hereinafter referred to as "Contractor") means:

- i. meets the requirements of an "Authorized Inspection Agency" as defined in Section 3.2 of the American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code;
- ii. an agency responsible for safety inspections of boiler, pressure vessels and piping systems under provincial or territorial jurisdiction in the geographical area in which a boiler, pressure vessel or piping system is located;
- iii. employs qualified inspectors recognized under the laws of the province or territory in which the boiler, pressure vessel or piping system is located;
- iv. does not contract with any department or agency of the Public Service for the operation, repair or maintenance of boiler, pressure vessel or piping systems.

**Boiler - "high pressure"** means a boiler in which steam, gas or vapour is generated at more than one atmosphere of pressure or a boiler containing liquid that has a working pressure exceeding 1100 kPa (160psi) or an operating temperature exceeding 121oc (250°F).

**Boiler- "low pressure hot water"** means a hot water boiler that has a pressure not exceeding 1100 kPa {160psi) or an operating temperature exceeding 121°C (250°F).

**Boiler- "low pressure steam"** means a boiler that operates at a vapour pressure not exceeding one atmosphere of pressure.

**Boiler- "organic fluid"** means a boiler that contains an organic fluid that has an operating temperature not exceeding 343oc (650°F).

**Boiler- "unfired"** means a boiler in which steam or other vapour is generated by a source of heat other than combustion and includes an electric boiler.

**Boiler- "waste heat"** means an indirect-fired boiler that utilizes waste gases produced by the primary process to generate steam.

**Canadian Registration Number (CRN)** means a registration number, allotted by a provincial government that allows a pressure-retaining item to be used in the province.

**Certificate of qualification** means a certificate issued under the applicable boiler pressure vessel statute or ordinance, certifying that the holder thereof has the necessary qualifications for the position for which the certificate is issued.

**Certificate of inspections** means a record issued by a qualified inspector/ inspection agency in respect of boiler, pressure vessel or piping system certifying that it has been inspected and conforms to the minimum standards of the COSHR as pursuant to the Canada Labour Code Part II.

**Code** means the GSA Standard B51-M1997 Code for the Construction and Inspection of Boilers and Pressure Vessels. The English version of which is dated September 1997 and was amended in February 1998 and the French version of which is dated September 1998.

**Cushion tank** means a pressure vessel installed in a closed hot water heating system or cooling system to provide a pneumatic cushion for the expansion of the water.

Solicitation No. - N° de l'invitation  
EQ755-150016/A  
Client Ref. No. - N° de réf. du client  
EQ755-150016

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-4-37022

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

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**Decommissioned** means permanent disconnection and isolation from all mechanical and electrical services and incapable of operation.

**Designated inspection agency** means the provincial, territorial or other inspection agency engaged by the Minister to inspect boilers, pressure vessels or piping systems for a specific geographic area.

**Fitting** means a regulating, controlling or measuring device subject to internal pressure and attached to a boiler, pressure vessel or piping system.

**Fiscal year:** means the time period from April 1 to March 31.

**Heat exchanger** means a pressure vessel such as a condenser, evaporator, heater, cooler, or similar apparatus not specifically identified in the code, where the tube side or shell side, or both, meet the definition of a pressure vessel.

**Hydropneumatic tank** means a pressure vessel containing both water and air, the compression of which serves only as a cushion.

**Inspection (external)** means as complete an examination as can be reasonably made of the external surfaces and safety devices while the boiler or pressure vessel is in "Operation".

**Inspection (internal)** means as complete an examination as can be reasonably made or when construction permits; when the boiler or pressure vessel is "Shut Down" and handholds and/or manholes or other inspection openings are opened or removed for visual inspection of the interior components. If visual inspection is not possible, inspection maybe supplemented with a non-destructive type test.

**Inspection (ultrasonic)** means a non-destructive inspection using an ultrasonic device to determine the inner metal condition of equipment.

**Inspection Criteria Report (ICR)** means a document prepared for each boiler, pressure vessel or piping system describing the physical characteristic which include but limited to the following; manufacturers name, serial number, Canadian Registration Number, maximum allowable working pressure, maximum temperature at which the device may operate, and the reason or justification why the device must be inspected. The report will also identify which minimum criteria(s) or requirement(s) the device meets which necessitates the need for inspection.

**Manufacturer's data report** means a document in an accepted form by which a manufacturer certifies that a boiler, pressure vessel, or fired-heated pressure coil has been manufactured in accordance with ASME Code or CSA 851-03. The document supplies a technical description of the vessel, is signed by a representative of the manufacturer, and provides for a countersignature by an inspector or authorized inspector, where required.

**Maximum allowable working pressure** means the maximum allowable working pressure set out in the record of inspection.

**Minister** means the Minister of Public Works and Government Services Canada (PWGSC).

**Must** is used to express a requirement, i.e., a provision that the user is obliged to satisfy in order to comply with the standard.

**New** means an operational boiler, pressure vessel or pressure piping system that is within the specified manufacturer's warranty period from time of acceptance.

**Non-destructive test (NDT) technician** means a person who performs nondestructive testing and who is certified to carry out such testing under the requirements and certification of the Canadian General Standards Board (CGSB), Non-destructive Testing- Qualification and Certification of Personnel (ISO9712: 2000).

**Operating Authority** means a Public Service Department, Agency, or its designated representative responsible for the operation and/or maintenance of a building and its boiler, pressure vessels and piping systems contained within.

**Piping system** means an assembly of pipes, pipe fittings, valves, safety devices, pumps, compressors and other

Solicitation No. - N° de l'invitation  
EQ755-150016/A  
Client Ref. No. - N° de réf. du client  
EQ755-150016

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-4-37022

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

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fixed equipment which contains a gas, vapor or liquid and is connected to a boiler or pressure vessel; for the purposes of this contract this definition applies to all piping and valves connected to a device within the mechanical room and/or space.

**Pressure** means pressure measured in kilopascals, or pounds per square inch above the prevailing atmospheric pressure.

**Pressure vessel** means a closed vessel, other than a boiler, that is used for containing, storing, distributing, transferring, distilling, processing or otherwise handling a gas, vapor or liquid under pressure exceeding the service and size limits in the COHSR as pursuant to the Canada labour Code Part II.

**Previously unknown/undiscovered** means an operational boiler, pressure vessel or pressure piping system that is not within the manufacturer's specified warranty, is not identified in Appendix "A" - Inventory, and the Operating Authority cannot provide sufficient evidence of inspection documentation.

**Provincial authority** means the Provincial or Territorial body authorized to perform boiler, pressure vessel inspections.

**Qualified inspector** means a person recognized under the laws of the provincial or territory in which the boiler, pressure vessel or piping system is located or by the National Board of Boiler and Pressure Vessel Inspectors as qualified to inspect boilers, pressure vessels and piping systems.

**Qualified person** means, in respect of a specific duty, a person who because of his/her knowledge, training and experience is qualified to perform that duty safely and properly.

**Record of Inspection (ROI)** means a record or report prepared by an inspector after inspection of a boiler or pressure vessel declaring the current status of the device with respect to operational safety.

**Regional Director** means an official public administrator designated accountable by the Minister to administer the safety inspection program in the area in which a Public Service occupancy or establishment is located.

**Re-inspection** means an inspection that is repeated on an object as a result of modification or repair or requested by the Inspector under his/her directives issued at the time of the previous inspection whereby the inspection certificate was "withheld".

**Repair** means any work necessary to restore a boiler or pressure vessel to a safe and satisfactory operating condition, provided that there is no deviation from the original design.

**Scheduled shut-down** means the boiler or pressure vessel is connected to a mechanical and/or electrical service and is normally capable of operation but, is shut down due to the plant operating schedule.

**Safety Code Inspection Program (SCIP)**, means is a program whereby PWGSC establishes and manages inspection services on behalf of all custodial departments to ensure inspections required by the COHSR are carried out. Through a national data management system PWGSC captures and monitors data demonstrating that inspections required by the CLC II have taken place.

**Seal** means to take any measures necessary by a qualified person to prevent the unauthorized operation or use of a boiler, pressure vessel device.

**Should** is used to express a recommendation or that is advised, but not necessarily required.

**Storage tank** means a pressure vessel that is used to store hot water and is not equipped with a heating unit, or pressure vessel that is used to store chilled water in a closed pressurized cooling system.

**Shut-down** (unscheduled) means the boiler or pressure vessel is connected to a mechanical and/or electrical service and is normally capable of operation but, is shut down due to unforeseen failure, or repair.

## **A2 Objective**

This Annex prescribes the minimum technical requirements to provide inspection services of boilers, pressure vessels, pressure piping systems, and associated safety devices in accordance with the requirements of the Canada Occupational Health and Safety Regulations (COHSR) as pursuant to the Canada Labour Code Part II.

## **A3 Background**

The Government of Canada occupational safety and health laws and legislation as it pertains to the Public Service of Canada, requires that every boiler, pressure vessel and piping system and safety device in operation must be inspected and tested at the prescribed frequencies by a "Qualified Inspector" to determine that the applicable occupational safety and health requirements are met.

## **A4 Contractors Responsibilities- (General)**

The Contractor must:

1. Provide inspection services for each boiler, pressure vessel and/or piping system and safety devices attached in Appendix "A" - Inventory and be responsible for the execution of all the requirements and/or directions stated within this SoW.
2. Make the necessary arrangements and execute the requirements of this SoW with the least possible interference or disturbance to the owner's use of the facilities;
3. Be responsible for compliance with all aspects of the security requirements for his/her personnel, which include obtaining security clearances for all or any employee who requires access to the work site;
4. Comply with all instructions and/or directions when issued by the Operating Authority concerning safety and security issues on each work site.

## **A5 Project Safety**

Notwithstanding any other safety requirement specified in this section or in any other section of Annex A, Statement of Work and/or other related documents, the Contractor must prepare a written PSP outlining the procedures and safe work practices, which all personnel working on or accessing a project site must follow.

A good PSP covers all critical safety aspects of a project. It is a tool that helps communicate dangers and what should be done to prevent or minimize them in a uniform way. The PSP will identify potential hazards and risks by the use of system safety analysis techniques and will detail the engineering and administrative controls that will be necessary to protect the staff as well as other occupants of the building.

1. The PSP will identify necessary personnel training needs and will contain a plan for the management of change.
2. The completed PSP will serve as the "Operational Procedure" and "Safety Manual" for the contract.
3. The Contractor will provide a written PSP that addresses the following:
  - a) safe work procedures and practices, e.g. OHS Policies, company safety policies, and any or all safety rules or procedures;
  - b) all known or potential hazards which are present during the execution of the contract including analysis and preventive or control measures to mitigate or minimize the hazard.

The PSP must address and conform to the applicable Provincial Safety Act, Codes and Regulations, except where a requirement to conform to a more stringent Act or Regulation has been specified elsewhere in the contract documents. All known or potential hazards must be identified, and it is the Contractor's responsibility to be familiar with all applicable safety acts, regulations, codes and contract requirements.

The requirements of this SoW must be identified and addressed in the PSP, by identifying standard operating

Solicitation No. - N° de l'invitation  
EQ755-150016/A  
Client Ref. No. - N° de réf. du client  
EQ755-150016

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-4-37022

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

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procedures and safe work practices which incorporate clear and specific control measures, applicable safety rules, procedures and practices, all of which are mandatory.

The PSP must be submitted to the Technical Authority upon contract award. A revised PSP must be submitted within 5 business days of any potential or new hazard being identified, or when requested by the Technical Authority for the duration of the contract.

Submission of the PSP does not imply approval and must not relieve the Contractor of any legal obligations for the provision of Occupational Health and Safety (OHS) requirements as specified by Provincial Legislation.

The Contractor must ensure all workers and authorized persons under their control entering a work site are notified and provided written copies of the PSP. The Contractor must ensure safety requirements; procedures, safe work practices and all applicable safety legislation are identified and adhered to. Any person not complying with the applicable safety legislation, regulations, directives, and/or the requirements of this contract must not be permitted on the work site.

## **A6 Security**

1. The Contractor may be subject to additional security screening procedures with respect to other Government of Canada facilities, not under the custodianship of PWGSC. The Contractor must submit to all requests for further security screening and adhere to all security requirements as prescribed by other Government of Canada Departments or Agencies.
2. Employees of the Contractor will be required to have their photograph taken by the Environmental Safety & Health, Corporate Security, Emergency Preparedness branch of PWGSC prior to commencing any service.
3. The Technical Authority will identify the level of security clearance required for the work site in the task authorization. The Contractor must provide the Technical Authority with a list of employees requiring access to the work site in a form stipulated by the Technical Authority. Only personnel who have obtained the necessary security clearances will be permitted on the work sites.
4. Employees of the Contractor must carry their identification with them at all times while performing services on Government of Canada premises and to produce it upon request by the operating authority.
5. Passes and keys for personnel requiring access to (restricted or otherwise) areas of Government of Canada facilities may be made available on request to each building security or building manager.
6. Passes and keys when issued and controlled by site security or building manager are the responsibility of the Contractor and must not be removed from the work site without written permission by the Operating Authority.
7. The Contractor must surrender all Government-issued identification documents at the completion of this Contract.
8. The Government of Canada will not be responsible for any cost to the Contractor of any kind or nature, which may arise from this section.

## **A7 Inventory**

1. All boilers, pressure vessels, piping systems and associated safety devices known at time of tender, which are subject to this SoW, are identified in Appendix "A" - Inventory.
2. The Technical Authority reserves the right to add or remove any inventory item identified in Appendix "A" - Inventory.
3. The Contractor must verify that each inventory item listed in Appendix "A" - Inventory, is affixed with a PWGSC SCIP inventory identification label. A missing or illegible identification label must be reported to the Technical Authority on the ROI.

4. When an operational boiler or pressure vessel is found and is not listed in Appendix "A" - Inventory, and is not exempted by Section A13 Exemptions, the Contractor must notify the Operating Authority, and request approval to conduct the required inspection(s). If approval is granted, the Contractor must perform the required external inspection of the equipment and provide an ROI in accordance with section A15. If approval is not granted, the Contractor must complete an individual ICR indicating the required inspection was not completed and reason why.
5. When inspection services are provided on new/previously unknown devices as identified above, the Contractor must provide written notification to the Technical Authority in the form of an ICR for each newly identified device. The ICR must identify the device, in accordance with Appendix "C" - Equipment Class/Type Index and why it must be inspected, and to what section of the code it must conform to for compliance. The ROI, ICR, and/or any deficiency report must be identified as new. Where the inventory number and work order number would be identified in the electronic file name, they must be replaced with the word "NEW." Where there is more than one new device found in the same building they must be numbered respectively starting from one (1) after the word NEW.
6. Reimbursement for inspections on new devices not listed in Appendix "A" - Inventory must be made at the set cost stated in Annex "B", Basis of Payment, only on completion and submission of both the ICR and ROI in accordance with this section.
7. When equipment listed in Appendix "A" - Inventory has been decommissioned or permanently removed from the building, the inventory label, if available, must be returned to the Technical Authority complete with a ROI indicating the status of the device(s).
8. Equipment, which is exempt from these inspection requirements, must not be inspected unless directed to do so by the Operating Authority in writing and approved by the Technical Authority. These inspections must be identified on the ROI as "Client Requested Inspection." All claims will be removed from the invoice for inspections performed on devices that do not meet the requirements in this section.
9. Except for "Client Requested Inspections", the Contractor must not knowingly inspect exempted equipment. For planned, "Scheduled Inspections" which should have been exempted, the following must apply:
  - The Contractor must submit a cancelled ICR, complete with full description of why the device no longer meets or has never met the minimum requirements for inspection. The inspector must sign and date the cancelled inspection record;
  - The Contractor must leave a copy of the cancelled ROI with the Operating Authority and submit copy to the Department Representative;
  - The Contractor must not make a claim for inspection services, if they change the inspection requirement status subsequent from one inspection cycle to the next.

## **A8 Inspection Frequencies**

The following inspection frequencies are as prescribed by Canada Occupational Health and Safety Regulations:

1. Every high-pressure boiler, high-temperature hot water boiler and every low-pressure steam boiler in use at a work place must be inspected; externally, at least once every year; and internally, at least once every two (2) years.
2. Every low-pressure hot water boiler and every unfired boiler in use at a work place must be inspected; externally, at least once every two (2) years; and internally, at least once every four (4) years.
3. Every low-pressure organic fluid boiler in use at a work place must be inspected externally, at least once every two (2) years; and internally, at least once every three (3) years.
4. Every waste heat boiler in use at a work place must be inspected; externally, at least once every year; and

internally, at least once every two (2) years.

5. Pressure vessels, other than buried pressure vessels in use at a work place must be inspected; externally, at least once every year; and internally, at least once every two (2) years.
6. Air receivers in use at a work place must be inspected; externally, at least once every year; and internally, at least once every five (5) years.

#### **A9 Scheduled Inspections**

External and Internal inspections must be performed on all devices as specified in Appendix "A" - Inventory, supplied by the Technical Authority, or more frequently if necessary in an effort to protect the safety and health of employees, service providers, and/or persons which have been granted access to Government of Canada facilities. The Technical Authority shall be notified of any departures from the scheduled inspections. If an internal inspection is impractical, or it physically cannot be performed on an object, the Contractor must identify the reason on the inspection certificate at the time of the operational inspection.

#### **A10 Non-destructive Testing (NDT)**

Only where internal inspections cannot physically or reasonably be carried out on an object, the Operating Authority may request a non-destructive type test to supplement or compliment an internal inspection. The Contractor upon request from the Operating Authority and with approval from the Technical Authority the Contractor must provide a non-destructive type test complete with a written report of the test results. The Contractor must use the departmental supplied template ROI for Ultrasonic Testing (UT) thickness readings.

#### **A11 Re-inspections**

1. A re-inspection must be completed where a boiler, pressure vessel and/or safety device is found to be unsafe to operate and is sealed to prohibit its use. The device must also be re-inspected after alterations or repairs have been performed to ensure the device is safe to operate, and must be performed prior to returning the device to normal service.
2. When a re-inspection is required the Contractor must, on direction from the Operating Authority, coordinate the scheduling of the re-inspection as applicable, once the directives or non-compliances have been corrected.
3. When the Operating Authority requests a re-inspection in accordance with this section, the Contractor must provide inspection and the Contractor must identify on both the ROI and invoice that the inspection was a "Re-inspection".
4. In addition to identifying the inspection as a "Re-inspection", the ROI must identify the original Inventory number against which the re-inspection was performed.

#### **A12 Other Services**

The Contractor upon request from the Operating Authority must provide inspection and certification services for new installations and major repairs where the Provincial or Territorial inspection agency is not prepared to provide the service. An initial inspection and or certification record must be issued once it has been certified as safe for its intended use. Documentation acceptable to Labour Canada must be provided certifying that the newly installed or repaired boiler, pressure vessel or piping system complies with the requirements of COHSR.

#### **A13 Exemptions**

The application of the COHSR, Part V, Boilers and Pressure Vessels and the requirements of this SoW contained herein do not apply to: a heating boiler that has a wetted heating surface of 3m<sup>2</sup> (302 ft) or less; a pressure vessel that has a capacity of 40 litres (1.5 3 ft) or less; a pressure vessel that is installed for use at a pressure of one atmosphere of pressure or less; a pressure vessel that has an internal diameter of 152mm (6") or less; a pressure vessel that has an internal diameter of 610mm (24") or less and that is used to store hot water; a pressure vessel that

has an internal diameter of 610mm (24") or less connected to a water pumping system and that contains compressed air which serves as a cushion; a hydropneumatic tank that has an internal diameter of 610mm (24") or less; an inter-provincial or international pipeline; or a refrigeration plant that has a capacity of 18 kW or less of refrigeration.

#### **A14 Coordination and Scheduling**

1. In consultation with each Operating Authority, the Contractor must schedule inspection services on all boilers, pressure vessel and piping system in operation at the Operating Authorities work place. If the Operating Authority and the Contractor cannot come to an agreement, the Technical Authority must be notified.
2. Inspections must be performed during regular business hours, Monday through Friday between 08:00 hrs and 17:00 hrs, or as mutually agreed to with the Operating Authority.
3. Where the Operating Authority requests inspections to be performed outside regular business hours, written authorization must be provided from the Operating Authority copied to the Technical Authority prior to the commencement of work.
4. Where inspections have been coordinated and scheduled in accordance with this section, and where access to the building is prevented or otherwise denied without 24 hours notice to the Contractor, the Contractor must immediately take action to notify the Technical Authority of such, and make arrangements with the Operating Authority to reschedule the visit.
5. The Contractor will be reimbursed for the attempted inspection at 30% of the set cost stated in Annex "B", Basis of Payment, for the approved inspection type, and schedule a second visit for the purpose of inspection at the same set rate as the initial attempted inspection.
6. The Contractor must be reimbursed for approved scheduled inspections, at 30% of the set cost stated in Annex "B", Basis of Payment, where the device is not available/ready for the scheduled inspection due to an unscheduled shutdown, has been decommissioned, or removed from the building.

#### **A15 Record of Inspection (ROI)**

1. Upon completion of an inspection and the boiler, pressure vessel or piping system has been deemed to be safe to the extent essential for the safety and health of employees, the Contractor must issue a separate ROI for each approved inspection type being performed. The Contractor must use the departmental supplied ROI template in Appendix "D".
2. The Contractor must request the Operating Authority or his/her designated agent to sign off completed ROI's to provide verification the inspection was performed. If the Operating Authority does not sign off, the Contractor must notify the Technical Authority in writing within one business day.
3. Upon completion of an approved inspection, the Contractor must issue an individual ROI for each inspection being performed and it must include, but is not limited to the following:
  - a. type of inspection, (Operational/external, Internal, NDT, Re-inspection, Client requested);
  - b. date of inspection, (MMM-DD-YYYY);
  - c. location of device including: the Operating Authority's name; the building/campus or property name and/or number if applicable; the building/campus or properties municipal address; and the floor, area and/or room the device is located;
  - d. the description of the device in accordance with Appendix "C" - Equipment Class/Type Index
  - e. the Provincial Installation Number;
  - f. the Canadian Registration Number;

- g. the manufacturers name;
  - h. the manufacturers serial number;
  - i. the year the device was manufactured/built;
  - j. the maximum allowable working pressure and the maximum temperature at which the boiler or pressure vessel or piping system may be operated at;
  - k. the boiler, pressure vessel or piping systems operational status shall be identified using the following terms as defined in section A3 Terminology:
    - i. operational and safe for its intended use;
    - ii. safe for its intended use with directives/noncompliance's;
    - iii. unscheduled shutdown; shut-down and sealed;
    - iv. decommissioned; removed from building;
  - l. directives that must be completed, with time frames for completion. The ROI shall identify the directive number from the list of most commonly issued directives (attached as Appendix "F"). If the deficiency/noncompliance is not identified in the provided list, it must be identified in the space provided on the ROI.
  - m. date of re-inspection if required;
  - n. list any non-mandatory recommendations which would provide improved operating conditions and/or compliance with current codes and regulations;
  - o. the printed name and signature of the Inspector who carried out the inspection;
  - p. the printed name and signature of the Operating Authority or designate, acknowledging receipt of ROI complete with phone number and date of signature;
4. The Contractor must provide an original signed copy of the ROI upon completion of the inspection to the Operating Authority. The original ROI must be signed by the Operating Authority, or designate, to ensure verification of receipt. In addition to the original hard copy document, an electronic copy in portable document format (.pdf) must be produced and submitted to the Technical Authority complete with an ICR and/or any deficiency/ directives as applicable.

#### **A16 Non-Compliant Equipment**

1. Where the Contractor determines upon inspection that a boiler, pressure vessel device or piping system is not safe to operate to the extent essential for the safety and health of employees the Contractor must immediately:
  - a. issue a written shut down order describing the noncompliance or rationale for this action, identify the noncompliance, directive, code or act infraction(s) requiring correction/repair prior to returning the boiler, pressure vessel or piping system to a safe operating condition. The Contractor must leave a copy of this written notice with the Operating Authority and immediately forward an electronic copy to the Technical Authority;
  - b. direct the Operating Authority to shut-down and seal the boiler, pressure vessel or piping system in a prescribed manner, cancel the existing ROI and inform the Operating Authority that the use of the boiler, pressure vessel, or piping system is prohibited.
2. When a boiler, pressure vessel or piping system has been inspected and is safe to operate to the extent essential for the safety and health of employees, however, minor deficiencies and/or non-compliance are present, the Contractor must issue a ROI to the Operating Authority. The ROI must identify any directives or recommendations, which would result in an improved operating condition and/or compliance with current

code requirements. Devices may be allowed to operate providing minor non-compliances and/or recommendations would not jeopardize the user safety.

3. After any non-compliance(s) has been corrected or repairs performed, and, at the request of the Operating Authority, the Contractor must provide inspection services in accordance with section A9 Scheduled Inspections. The Contractor must not certify a boiler, pressure vessel or pressure piping system until, in the opinion of the Inspector, the device is safe for its intended use.

#### **A17 Departmental Responsibilities**

1. Within five (5) business days from award of contract the Technical Authority will provide the Contractor with an electronic version of Appendix "A" - Inventory.

Appendix "A" - Inventory shall include at a minimum:

- a. custodian department
  - b. building name and/or municipal address;
  - c. operating authority contact name and phone number;
  - d. a unique inventory identification number for each device;
  - e. an inspection ticket number for each device ; and
  - f. a description of the device
2. From time to time, the Operating Authority will build new buildings and/or sell or demolish existing buildings. When the Technical Authority becomes aware of these situations, the Contractor will be issued written notice to include or delete these facilities from the inspection program.

#### **A18 Correspondence**

All correspondence must be in a written format. The Contractor must respond to all correspondence (i.e. directions, orders or notices) via email. The following email address will be used for all such correspondence: *(to be inserted at contract award)*

#### **A19 Submission of Documents**

1. All ROI's, ICR, and/or reports of deficiencies or directives as applicable, shall be provided to the Technical Authority in electronic format as per section A18. All documents shall be in the most current Portable Document Format (pdf.) and shall be compressed and optimized for Fast Web View with a file size limit of 100kb or less.
2. When electronic documents are submitted in accordance with this section, they shall be protected with industry standard security features to allow for printing of the document only.
3. All electronic ROI's shall be identified with a file extension name incorporating the inventory number and document identifier as listed in the table below.

#### **19.1 Electronic Document Naming Conventions**

*Existing Boiler Pressure Valve (BPV) Inventory with PWGSC Inventory Numbers*

<b>Inventory No.</b>	<b>Inspection Type</b>	<b>Identifier</b>	<b>Example</b>
2193853	External Inspection Report	ER	<b>2193853-ER</b>
2193853	Internal Inspection Report	IR	<b>2193853-IR</b>
2193853	Non-Destructive Test Results	NR	<b>2193853-NR</b>

*New or Previously unknown/discovered BPV*

<b>Inventory No.</b>	<b>Inspection Type</b>	<b>Identifier</b>	<b>Example</b>
NEW	Inspection Criteria Report	CR	<b>NEW-CR</b>
NEW	External Inspection Report	ER	<b>NEW-ER</b>
NEW	Internal Inspection Report	IR	<b>NEW-IR</b>
NEW	Non-Destructive Test Results	NR	<b>NEW-NR</b>
<i>When more than one device is identified above, they shall be numbered from 01 to applicable number of new devices found in operation, i.e. NEW01, New02, NEW 03, NEW04....•.....etc</i>			<b>NEW01-CR</b>
			<b>NEW02-CR</b>
			<b>NEW03-CR</b>

4. All completed ROI's, and/or applicable ICRs shall be submitted to the Technical Authority in electronic format as per the requirements set out in this section within 30 calendar days of all completed inspections.
5. In addition to the above, all electronic ROI's, and/or applicable ICRs shall be burned on CD/DVD medium or installed onto a thumb drive, organized into folders and sorted by Custodian first, then by municipal address and or building name.
6. All 30-day submissions shall be accompanied with a spreadsheet containing the information stated in Appendix "A" - Inventory in addition to the cost per inspection, subtotaled by Custodian first, then by municipal address and or building name.
7. In addition to the 30 day submission of documents, the Contractor will, submit a fully completed Appendix "A" - Inventory document with all inspections identified as completed with the date of inspection, or the operational status if the inspection was not/could not be performed at the end of each one year contract period (including the optional periods if exercised). The data is to be sorted by custodian first, then by municipal address and/or building name.
8. The final version of Appendix "A" - Inventory and/or any other applicable documentation shall be submitted to the Technical Authority no greater than January 31st for the first year of the contract and December 31st for all/or any contract extension option(s). Appendix "A" - Inventory shall be in electronic format and burned onto CD or DVD medium or installed onto a thumb drive.

**A20 Continual Improvement and Future Technology**

Maintenance Management Services, a department of PWGSC, Real Property Branch endorses and prescribes to a continual improvement process.

Information sharing and web-based technologies will continue to advance over the term of the contract and may offer advantages over the current data exchange approach. As a result, the means of exchanging information between the Contractor and PWGSC may evolve and take advantage of these advances during the term of the contract.

It is anticipated that changes in technology and web based advancements will provide new opportunities for process improvement in such areas as: reductions in administrative requirements; improved organizational efficiency; and reduction in response times; and broadcasting for emergency responsiveness to Official Persons in Charge (OPI).

Maintenance Management Services is committed to Quality Improvement and Quality Management is developing and implementing a new module within the Real Property Management System (RPMS) to assist in the execution of

Solicitation No. - N° de l'invitation  
EQ755-150016/A  
Client Ref. No. - N° de réf. du client  
EQ755-150016

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-4-37022

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

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the Safety Code Inspection Program.

With such technical web based advancements, it is anticipated that the Contractor will access and/or feed data through a secure portal to a Departmental electronic database. The Contractor will execute the requirements of the contract based on the requirements of the SoW, prepare electronic inspection reports and data for each inspection and upload back to the RPMS through a secure portal closing the applicable completed work ticket.

As this technology develops and access securities/ protocols are put into place, it is expected that the successful firm will incorporate this information exchange process into their internal work.

Solicitation No. - N° de l'invitation  
EQ755-150016/A  
Client Ref. No. - N° de réf. du client  
EQ755-150016

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-4-37022

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

**ANNEX "C"**  
**SECURITY REQUIREMENTS CHECK LIST**



Government of Canada

Gouvernement du Canada

**RECEIVED**

MAY 08 2014

Contract Number / Numéro du contrat

EQ755-150016/001/PWL

Security Classification / Classification de sécurité  
UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)**  
**LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		Public Works and Government Services Canada
2. Branch or Directorate / Direction générale ou Direction Real Property Branch		
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Boiler and Pressure Vessel Inspections over four years in Ontario		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

EQ755-150016/001/PWL

Security Classification / Classification de sécurité  
UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non  Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes  
Non  Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |  |  |
|---|---|--|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input checked="" type="checkbox"/> SECRET<br>SECRET | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET- SIGINT<br>TRÈS SECRET - SIGINT         | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET  | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input checked="" type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS   |   |  |  |

Site Access and Secret Levels of clearance are required for certain assets in the NCA.

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No  Yes  
Non  Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes  
Non  Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non  Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No  Yes  
Non  Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No  Yes  
Non  Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non  Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No  Yes  
Non  Oui



Contract Number / Numéro du contrat EQ755-150016/001/PWL
Security Classification / Classification de sécurité UNCLASSIFIED

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Solicitation No. - N° de l'invitation  
EQ755-150016/A  
Client Ref. No. - N° de réf. du client  
EQ755-150016

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-4-37022

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

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## **Security Guide**

Minimum Security clearance breakdown by level and address. According to Parliamentary Precinct-Security Access Requirement Map (June 2012)

Secret clearance required:

14 Metcalfe St.  
93 Sparks St.  
80 Wellington St.  
59 Sparks St.  
63 Sparks St.  
85 Sparks St.

Reliability Clearance required:

185 Sparks St.  
181 Sparks St.  
177 Sparks St.  
150 Wellington St.  
165 Sparks St.  
144 Wellington St.  
128 Wellington St.  
100 Wellington St.  
107 Sparks St.  
109 Sparks St.  
115 Sparks St.  
119 Sparks St.  
65 Sparks St.  
67 Sparks St.  
69 Sparks St.  
75 Sparks St.

Site Access clearance required:

249 Wellington St.  
229 Wellington St.  
111 Wellington (West Block, Centre Block, East Block and Library of Parliament)  
40 Elgin St.  
119 Queen St.  
131 Queen St.  
181 Queen St.  
202 Sparks St.  
180 Wellington  
150 Wellington St. (only certain floors- tbd)  
165 Sparks St. (only certain floors- tbd)  
140 Wellington St.  
121 Sparks St.  
151 Sparks St.