

RFP Number: JSCD-14-81997-CL	Date: October 27, 2014
Request for Proposal (RFP) Department of Foreign Affairs, Trade and Development Canada (DFATD)	

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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 Insurance Requirements and any other annexes.

2. Summary

The purpose of this RFP is to select a supplier to enter into a contract with the Office of Domestic Security (JSCD) of the Department of Foreign Affairs, Trade and Development (DFATD) to provide vehicle barrier maintenance services at the Lester B. Pearson Building as described in the Statement of Work – Appendix “A” attached herein.

The work is to be performed from the contract award date (tentatively set for November 1, 2014) for a period of three (3) years. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of two (2) additional one year option periods under the same terms and conditions.

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 of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

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).

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>) issued by Public Works and Government Services Canada. Bidders who submit a bid

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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 (2014-06-26) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

2. Submission of Bids

Bids must be submitted only to Foreign Affairs, Trade and Development Canada (DFATD) 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 DFATD will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than eight (8) 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.

4. Applicable Laws

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

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

5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least eight (8) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

6. Mandatory Site Visit

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It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 125 Sussex Drive, Ottawa ON, on November 12, 2014. The site visit will begin at 9:00am, in room BG-190.

Personnel security screening is required prior to gaining authorized access to sites. Bidders must communicate with the Contracting Authority no later than two (2) days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. The Bidder's Company Security Officer (CSO) must ensure that their representatives hold a valid security clearance at the required level for the site visit. Failure to comply with the security requirements will result in the representative(s) being denied access to the site.

Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

- Section I: Technical Bid (4 hard copies)
- Section II: Financial Bid (2 hard copies)
- Section III: Certifications (1 hard copy)
- Section IV: Additional Information (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability 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

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contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

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

Prices must appear in the financial proposal ONLY. Failure to comply will result in your proposal being declared non-compliant and rejected from further consideration. Financial proposals will only be opened after the evaluation of the technical proposal is completed.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Offeror must provide the necessary documentation to support compliance with this requirement at bid closing time.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Item	Mandatory Criteria	Met / Not Met	Cross Reference to Proposal
M1	The Bidder must provide copies of all Hydraulic certification confirming that the Bidder (which includes the Project leader and technicians) are accredited to service and maintain equipment of this caliber.		
M2	<p>Mandatory Site Visit</p> <p>It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 125 Sussex Drive, Ottawa ON, on November 12, 2014. The site visit will begin at 9:00am, at 125 Sussex Drive, in BG-190, Ottawa, Ontario.</p> <p>Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.</p>		

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M3	The Bidder shall have direct experience working with Hydraulic Vehicle Barriers Systems similar to DFATD and must provide a reference. This mandatory requirement will also be evaluated according to the factors listed below in PR1.		
M4	The Bidder shall provide copies of valid PWGSC security clearances Level I (Reliability) for all technicians assigned to provide the tasks and deliverables outlined in Appendix "A" - Statement of Work attached herein.		
M5	The Bidder shall provide a business proposal which indicates with specificity how it will address and fulfill the tasks and deliverables outlined in Appendix "A" - Statement of Work attached herein.		
M6	The Bidder and all technicians shall provide copies of a valid business licenses to work in the province of Ontario and identifying their principal place of business is located within one hundred and fifty (150) KM of the department's headquarters located in Ottawa, Ontario.		
M7	The Bidder must provide copies of all Electrical certification confirming that the Bidder (which includes the Project leader and technicians) are accredited to service and maintain equipment of this calibre.		
M8	The Bidder must provide copies of all Electronic certification confirming that the Bidder (which includes the Project leader and technicians) are accredited to service and maintain the equipment.		

1.1.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids must achieve an overall minimum percentage of 60%. Bids that do not meet this requirement will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Proposals must identify the qualifications and experience of the firm and the proposed resource personnel to carry out the tasks by systematically addressing each of the requirements as detailed below.

Proposals must provide supporting information in number of years/projects consisting of detailed resume(s) that clearly describe the degree and nature of the knowledge/experience possessed by each proposed resource personnel including that of the firm. Supporting information shall include the previous experience with respect to the factors listed below. Up to the number of points specified below will be awarded for each factor based on length and depth of experience. The points will then be totaled.

Point Rated Requirements	Point Rating	Max Points	Cross Reference to Proposal
OFFEROR EXPERIENCE			

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PR1. Demonstrated experience with Hydraulic Vehicle Barriers similar to DFATD as described in Appendix “A” – Statement of Work.	Consecutive years of certification and/or experience working with Hydraulic Vehicle Barriers system in the last: 10 + years - 100 points 7-10 years = 90 points 4-7 years = 60 points 2-4 years = 30 points	100	
PR2. The Bidder shall have experience with mechanical and electronic/control. <ul style="list-style-type: none"> • Fabricated Components (barrier, base frame, bar, skid); • Hydraulic Components (reservoir, motor, pump, actuator); • Electrical Components (controls, power supplies, thermostat, heat trace); • Moeller “EASY” relay; • Omron heavy duty limit switch; • Allen-Bradley disconnect operating handle. Square D – Two pole QO and QOB equipment protective device (30 MA ground-fault trip level)	Consecutive years of certification and/or experience working with Hydraulic Vehicle Barriers system in the last: 10 + years - 100 points 7-10 years = 90 Points 4-7 years = 60 Points 2-4 years = 30 points	100	

2. Basis of Selection – Lowest Price per Point

2.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- 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.

2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

THE FOLLOWING TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY

Bidder	Quoted Price Excluding Taxes	Total Technical Points	Cost Per Point
Bidder 1	75,000.00	78	961.54 per point
Bidder 2	92,000.00	83	1,108.44 per point
*Bidder 3	81,000.00	88	920.46 per point

*In the above scenario, Bidder #3 would be declared the successful bidder.

PART 5 - CERTIFICATIONS

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

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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 Offeror in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

2. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Status and Availability of Resources

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

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

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2.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

2.3 Former Public Servant – Competitive Requirements

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, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

Definitions

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

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror 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, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites

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as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Offeror 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.

2.4 Certifications

Compliance with the certifications provided by the Offeror in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Offeror does not comply with any certification or it is determined that any certification made by the Offeror 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.

Certification

By submitting an Offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

Name & Signature of Authorized Individual

Date

PART 6 - SECURITY AND INSURANCE REQUIREMENTS

1. Security Requirement

- 1. At the date of bid closing, 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. For additional information on security requirements, bidders should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial 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.

2. Insurance Requirements

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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 D.

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 Offeror 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) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2014-06-26), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Subsection 01 of the 2035 General Conditions, is amended as follows:

Delete: the Minister of Public Works and Government Services
Replace by: the Minister of Foreign Affairs

3. Security Requirement

The Offeror must, at all times during the performance of the Contract hold a valid Facility Security Clearance at the level of **RELIABILITY STATUS**, issued by the Industrial Security Program (ISP), Public Works and Government Services Canada (PWGSC).

The Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET and/or RELIABILITY STATUS**.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of DFATD.

The Offeror must comply with the provisions of the:

- a) Security Requirements Check List and security guide (if applicable), attached at Annex "C";
- b) Industrial Security Manual (Latest Edition).

4. Term of Contract - Period of the Contract

The Work is to be performed during the period of (*to be completed at contract award*) to (*to be completed at contract award*).

4.1 Option to Extend the Contract

The Offeror grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one year periods under the same conditions. The Offeror agrees that, during

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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 Offeror at least ten (10) 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:

Name: Chantal Lafleur
 Title: Contracting Specialist
 Foreign Affairs, Trade and Development Canada
 Address: 125 Sussex Drive, Ottawa, Ontario K1A 0G2
 Telephone: 343-203-1326
 E-mail address: chantal.lafleur@international.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 Offeror must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is: *(To be identified at Contract Award)*

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: ____ - ____ - _____
 E-mail address: _____

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

5.3 Offeror's Representative

(To be identified at Contract Award)

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

6. Payment

6.1 Basis of Payment

The Offeror 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".

6.2 Limitation of Expenditure

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1. Canada's total liability to the Offeror under the Contract must not exceed \$ (to be included 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 Offeror unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Offeror 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 Offeror 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 Offeror 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 Offeror must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Offeror does not increase Canada's liability.

6.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 Direct Request by Customer Department

7. Invoicing Instructions

The Offeror must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the quarterly maintenance report described in the Statement of Work of the Contract and service reports for all services calls rendered during each quarterly period. Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.

The Offeror must distribute the invoices and reports as follows:

- a. The original and two (2) copies of the invoices and quarterly maintenance reports must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8. Certifications - Compliance

The continuous compliance with the certifications provided by the Offeror 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 Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;

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- (b) the supplemental general conditions 2003 (2014-06-26) Standard Instructions - Goods or Services - Competitive Requirements;
- (c) the general conditions 2035 (2014-06-26) General Conditions - Higher Complexity - Services;
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment;
- (f) Annex "C", Security Requirements Check List;
- (g) Annex "D", Insurance Requirements;
- (h) the Offeror's bid dated _____, (date of bid to be included at contract award).

11. Insurance Requirements

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

The Offeror 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 Offeror's expense, and for its own benefit and protection.

The Offeror 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 Offerors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Offerors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Offeror must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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ANNEX "A" - STATEMENT OF WORK

1. BACKGROUND

DFATD has a custom design system of six (6) vehicle barriers and three (3) custom built Control Panels installed in 2006-07 located at 125 Sussex Drive that requires a preventative maintenance contract and repairs as necessary.

The six (6) vehicle barriers must be operational to manufacturers specifications at all times therefore, Domestic Security Unit (JSCD) requires maintenance and support from a qualified company who is capable of responding very quickly and competently, should there be an emergency with any malfunction of the barriers system.

The scope of work will consist of inspecting the hydraulics, mechanical, electrical and communication aspect of these barriers. As per the Vehicle Barriers Maintenance Schedule in the Operators Manual, the inspection will consist of quarterly hydraulics, mechanical and electrical inspections and semi-annual communication inspections. Work schedule to be coordinated with clients and to be carried out during after-hours (Monday to Friday 6:00pm-6:00am).

2. TASKS AND DELIVERABLES

- 2.1 The Offeror MUST, to the satisfaction of the Project Authority or delegated authority (hereafter referred to as "the Client"), undertake the following task/deliverables listed below using their own tools, ladders and other necessary equipment needed, whenever appearing at a DFATD location for any reason whatsoever. When required and after verification with the Client, rental equipment may be purchased and used until completion of task.
- 2.2 The Offeror shall clean, adjust, and test each system component to ensure that they are operational within manufacturers' specifications. The preventative maintenance frequency of such tasks shall be performed on a quarterly, semi-annual and annually basis as outlined in the attachments 1 appendix "A" and attachment 2 appendix "A" of the Statement of Work.
- 2.3 The Offeror must have sufficient resources to make preventative maintenance visits to the site(s) as outlined in the attachments 1 appendix "A" and attachment 2 appendix "A" of the Statement of Work and provide emergency service response within a two (2) hour (phone) or four (4) hour on-site.
- 2.4 Action deemed as 'minor' maintenance shall be corrected at the time of preventative maintenance and at inspections and at no additional cost. Minor maintenance consists of adjustments, cleaning and on the spot repairs to all existing equipment and hardware along with firmware updates where applicable.
- 2.5 The Offeror must contact the client to schedule all quarterly inspections outlined in attachments 1 appendix "A" and attachment 2 appendix "A" of the Statement of Work.
- 2.6 The Offeror must report to the client on action deemed as 'major' maintenance and obtain approval to submit quotation for remedial action. Such items consist of the replacement of defective equipment and hardware.
- 2.7 Replacement materials must be locally provided by the Offeror and available within the four (4) hour on-site response period to minimize any downtime and effect on the security or operations of 125 Sussex.
- 2.8 The Offeror will provide a minimum of two (2) technicians for the semi-annual and annual maintenance schedule, one (1) in the field verifying the integrity and operation of ALL

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components, and one (1) at security control centre verifying the communication and operations of all components and software.

- 2.9 The Offeror shall permit and facilitate inspection of the work by the Client.
- 2.10 The Offeror shall be responsible for any damage caused to any property occupied by the Department or by others, and repair such damage at its own expense.
- 2.11 The Offeror shall provide an inspection report to manufacturer's specification and quote for all damage to be repaired at the client's request.
- 2.12 The Offeror shall provide an inspections report and acceptance of repairs done to the barriers when required.

3. ON-SITE SERVICE

- 3.1. Business Hours – Unlimited "On Call" services must be provided to the Client by the Offeror during normal business hours, Monday through Friday, 8am - 4pm EST. Upon receipt of a service request by the Client during normal business hours, the Offeror must, in consultation with the Client, determine the priority of the service call and schedule appropriately for completion as deemed by the client.
- 3.2. After Business Hours and Emergency (including all holidays) – the Offeror must provide an after hour on-call phone number/contact list for all technicians available after hours. Technicians must return the Client calls within two (2) hours of initiation to begin corrective action.
- 3.3. "After Business Hours and Emergency (including holidays)" service means that the Offeror must upon request of the Client, report to the designated location and provide services as required to bring the system up to manufacturers' specifications. After Business Hours and Emergency services provided, must be pre-approved by the Client before corrective action is taken and shall be billable on a time and material basis. There must be at least one (1) after-hours technician available at any time to bring the systems up to manufacturers' specifications.
- 3.4. "Phone Support" services must be provided by the Offeror twenty four/seven (24/7) and three hundred and sixty five (365) days a year at no additional cost to the Client.
- 3.5. Any service requested by the Client outside the scope or terms of this Maintenance Contract may be provided by the Offeror at its sole discretion and at the Offeror's then-current rates for services, including labour, material, and travel charges. However, such work shall not commence until the Client has approved the charge for the service as submitted by the Offeror.
- 3.6. Any additional parts and firmware installed to any of these systems by the Offeror, or any other installation firm, shall be maintained under this resulting Maintenance Contract and covered by the Offeror beyond any other supplier and/or manufacturer warranty.

4. EXCLUSIONS

Unless otherwise specifically agreed to herein, the Offeror's performance under this agreement shall not include the following:

- 4.1. Replacement or repair parts, except miscellaneous hardware or parts and any individual item that costs less than five hundred dollars (\$500) CDN each.
- 4.2. The provision or maintenance of any back-up or restoration files for any system identified in this Scope or Work.

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4.3. Maintenance and support of CCTV system used to monitor barrier operation.

5. CLIENT SUPPORT

5.1. The Client may provide some system components and replacement parts, as they become necessary. The Offeror shall also supply replacement parts at the request of the Client and at the Offeror's then current rates for service including, labour, material, and shipping.

6. CONSTRAINTS

6.1. The Offeror's company, including its staff and technicians, must be certified and/or licenced in Hydraulic, electrical and electronic systems to perform preventative maintenance, repair and technical services.

6.2. The Offeror and the technicians providing the task and deliverables must be in possession and maintain a current and valid business license for each applicable provinces where required and have their principal place of business located within one hundred and fifty (150) Km of the department's headquarter location in the City of Ottawa, Ontario, Canada.

6.3. No part of this agreement shall be assigned or subcontracted by the Offeror without the prior written consent of the Client. Any party subcontracted by the Offeror shall be subject to the Terms and Conditions in this agreement.

6.4. The Client reserves the right to:

- cancel the resulting Contract at any time, and at its own discretion;
- Require alterations, additions to, or omissions from the work called for by the resulting Contract;

(NOTE: Additional work shall be performed on a time and material basis, and shall be invoiced separate to the resulting Contract. The Offeror shall not be entitled to extra time or compensation for extra work unless orders therefore are issued in writing, and the amount of extra time, or compensation for such extra work, or the reduction in time or compensation due to omission in work, is specified in such written orders. These written orders shall be issued prior to start of any additional work.)

- Withhold payment for:
Defective work not corrected after the Client has notified the Offeror in writing and given the Offeror reasonable time to correct such defects, or
Claims filed against the Offeror, failure of Offeror to pay sub-Contractors or suppliers, default of Offeror in performance of the scope of work of the resulting Contract, or
Failure to make timely progress in the performance of any work, such failure not accounting to excusable delays.

6.5. The Offeror shall, at its own expense, ensure that ALL waste materials are removed from the service, installation, or work site, and the property occupied by the Department. The Offeror warrants that ALL such waste, including any materials deemed to be hazardous by Federal and Provincial regulations, will be properly handled and disposed of, and will not be abandoned. The Department reserves the right to withhold payment until such time as the Offeror has fully complied with the foregoing.

6.6. No advertising or publicity matter having or containing any reference to the Department of Foreign Affairs, Trade and Development or any of its agents and employees shall be made by the Offeror, or anyone on the Offeror's behalf, unless written consent has been obtained from the Client.

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- 6.7. The Offeror's technicians shall have sufficient knowledge to speak, read and comprehend, one of Canada's official languages.
- 6.8. The Offeror shall provide copies of valid PWGSC security clearances Level I (Reliability) for all technicians assigned to provide the tasks and deliverables outlined in the Statement of Work attached herein at DFATD locations.

7. CONTROL MEASURES

- 7.1. The Offeror must provide a service report for all scheduled and unscheduled maintenance work. The service report must be signed by the Client upon full completion of each work assignment or maintenance visit and a copy is to be left on site for the Client. Service reports for telephone support must be included with any billing (see 7.4).
- 7.2. The Offeror must provide the Client a set of procedures ready to be implemented after each service call, which will enable the Client to notify the Offeror of suspected malfunctions and make arrangements to provide service(s) covered under this agreement.
- 7.3. The Offeror shall maintain, populate and update the Client's system maintenance log book, kept at 125 Sussex.
- 7.4. The Offeror will retain copies of all service reports and copies will be forwarded with the quarterly invoice to the DFATD Domestic Security Unit. (Note DFATD Domestic Security Unit will not be responsible for accounting, tracking or cataloguing of Service invoices. It is the responsibility of the Offeror to provide DFATD copies of all service, installations, and labour charges before any processing or payment occurs to the Offeror).
- 7.5. At the request of the Offeror or Client this contract may be reviewed at any time to determine the overall quantity of any increase or decrease of the inventory covered by this agreement and the value of the Maintenance Contract may be amended accordingly.

8. DEFECTS AND WARRANTY

In addition to any other warranties specifically provided for, the Offeror warrants to the Department that ALL parts and firmware furnished, and ALL work done under the resulting Contract, will be of good quality, free from faults and defects within a period of one (1) year from the final acceptance by the Client, and in concordance with the resulting Contract. Such warranty shall include performance, workmanship, labour, materials, and the Offeror's design or engineering contributions. Upon notification by the Client, the Offeror shall proceed with due diligence, at its own expense, and during the hours of coverage set forth in the resulting Contract, to replace any defective materials, or perform any labour necessary to correct any defect in the work. Should the Offeror fail to do so, the Client may, at the Offeror's expense, furnish such materials or labour as are necessary to bring the work up to the required standard.

9. WORK LOCATIONS

The services provided by the Offeror shall be performed at 125 Sussex Drive, Ottawa, ON.

10. DELIVERABLES

Service reports in MS Word format are to include details of the tasks outlined in Section 2.0 and attachments 1 to 3 in this scope of work. The Preventative Maintenance Schedule is defined to begin on the date of the awarding maintenance contract.

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ATTACHMENT 1 TO APPENDIX "A"

Preventative Maintenance Schedule: Vehicle Barrier Maintenance

Initial	Date & Time	Item	Description	Quarterly	Semi-Annuall y /Annual
Every three (3) months General Inspections: for all six (6) Vehicle Barriers					
		1.	Lubrication, inspections and minor repairs	X	
		2.	Remove dirt accumulation on motor, particularly in and around vent openings, by vacuuming	X	
		3.	Verify the hydraulics and electrical cabinet for leaks, debris	X	
		4.	Clean louvers as required	X	
		5.	Operational check should be performed every shift	X	
		6.	Cleaning of the Barriers Trenches (see attachment 2 appendix "A", section 1.1 for additional details)	X	
		7.	Inspection and Lubrication (see attachment 2 appendix "A", section 1.2 for additional details)	X	
		8.	Hydraulic System (see attachment 2 appendix "A", section 1.3 for additional details)	X	
		9.	Verify leaks of hydraulic power unit	X	
		10.	Verify rust and wear of components	X	
		11.	Verify the conduit for debris, blockage, water leaks	X	
		12.	Verify the rubber pad (end stop) for excessive wear	X	
		13.	Record number of cycles from the EASY 719 panel (push left arrow for "cycle count and right arrow for "roll over" count)	X	
		14.	<p>Communication with the Three Remote Control Operators (Master Controls at Console, Front Barrier Controls in Vestibule, and Rear Barriers Controls at Rear Entrance) must be inspected thoroughly to ensure the proper communication and operation of all components. Inspection will consist of the following:</p> <ul style="list-style-type: none"> • Inspect that all lights are in working condition and replace as required; • Log Firmware version and check for updates to install; • Testing communication between control 	X	

			panels; <ul style="list-style-type: none"> • Inspecting all panels and ensuring proper power and tighten any loose connection there may be; • Update all firmware to latest versions; • Display Panel LED. 		
		15.	Conduit heaters	X	
		16.	Fill oil reserves	X	
Every six (6) Months Inspection: for all six (6) Vehicle Barriers					
		17.	Includes statement of work in three (3) Months inspection		X
		18.	Remove inner shrouds and inspect all components for proper operation and fluid leaks		X
		19.	Verify the excess movements of components		X
		20.	Lubricate the main barriers shaft bearings and actuators		X
		21.	Verify for any debris, wear or loose fasteners		X
		22.	Verify actuator pins for wear		X
		23.	Verify and adjust limit switch functionality (per-set stops and cam positions)		X
		24.	Change the oil filter (schedule may vary based on usage)		X
		25.	Change oil as required		X
		26.	Verify oil strainer (remove hydraulic power unit reservoir cover)		X
		27.	Verify all hoses and tubing connections for leakage (remove service trench cover)		X
		28.	Verify hydraulic actuator for leakage (wipe off tube fittings with rags)		X
		29.	Grease as required		X
		30.	Touch up paint as required		X

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ATTACHMENT 2 TO APPENDIX "A"

Preventative Maintenance General Instructions:

General Instructions to support Inspections
<p>1.1 Cleaning the Barrier Trench</p> <p>The main trench must be kept clear of all objects and debris. Extraneous debris could cause damage to the barrier. Therefore removal of all leaves, branches, etc. must be performed prior to the barrier closing. Failure to do this will potentially cause a build-up in the trench and may damage the barrier. In order to clean debris from the barrier trench the following steps must be taken:</p> <ul style="list-style-type: none"> • Raise the barrier; • Turn the local disconnect switch for 208 VAC on the electrical enclosure door to "OFF"; • Place stop block in the centre of the barrier, to prevent accidental lowering during cleaning; • Use broom or shovel to remove debris; • To access the drain, remove the protecting channel and the bottom expanded metal. <p>The drain must be checked if there are indications that water is accumulating in the main trench and not properly draining.</p> <p>Warning: Turn off the local disconnect switch, located on the electrical enclosure door, prior to cleaning the trench</p>
<p>1.2 General Inspection and Lubrication</p> <p>The following parts within the drive ends must be inspected every six (6) months. In order to facilitate this inspection the inner shrouds must be removed:</p> <ul style="list-style-type: none"> • Main barrier shaft bearings • Actuator connection pins • Actuator spherical rod clevis <p>The moving shrouds (front and rear) and the inner shrouds must be removed from each drive end to access the grease point for the main shaft bearings.</p> <p>The main barrier shaft bearings require lubrication at the same interval.</p> <p>Use SKF LGMT 2 or LGMT 3 grease or an equivalent, such Shell Avania R2 or Avania R3. The actuator connection pins and the actuator spherical rod clevises do not require lubrication.</p> <p>During routine inspections check the barrier for any unusual noise, which may indicate problems. If noises are discovered please place barrier in the down position and perform service. During these inspections also check for:</p> <ul style="list-style-type: none"> • Excess movement of components; • Rust; • Loose fasteners, etc.
<p>1.3 Hydraulics System</p> <p>The maintenance for the hydraulics system includes the following key points:</p> <ul style="list-style-type: none"> • Check fluid level in the hydraulic power unit reservoir; • Change oil filter located on hydraulic power unit; • If the required pressure is not reached the suction strainer may be plugged (initiate servicing). <p>The system must be checked for leaks including:</p> <ul style="list-style-type: none"> • Actuator and hoses (inner shrouds removed); • Fittings around the hydraulic power unit;

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- Connections at the drive end (service trench covers removed).

Replace oil filter as per maintenance manual which a copy will be provided to the Offeror.

Hydraulic oil must be replaced with:

- Shell Tellus 32; or Equivalent (i.e. Castrol EP 32).

For maintenance of the hydraulic system, refer to Appendix A for the hydraulic schematic layout of the hydraulic power unit.

1.4 Electronic System

- PLC's (Programming logic controller)– firmware updates
- Fiber optic transmitters and receiver – Firmware updates
- Testing of the fiber optics integrity

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ANNEX "B" - BASIS OF PAYMENT

- 1.1 The Offeror must complete this pricing schedule and include it in its financial proposal. **Pricing must only be contained in the financial proposal.** A price breakdown must be provided for the firm all inclusive hourly rates.
- 1.2 Offerors shall quote in Canadian dollar (CAD), firm prices/rates as indicated in the tables below that include all costs necessary to perform the work. GST, HST or VAT must be indicated separately, as applicable. Failure to provide pricing for an item will render the bid non-responsive.
- 1.3 The prices given below for the services will remain in force for the entire duration of the contract including the two (2) extension periods of one year if they are exercised.
- 1.4 The volumetric (estimated usage) data is provided in good faith and does not represent a commitment on the part of Canada. Canada's actual usage may be higher or lower.

SECTION 1: INITIAL CONTRACT PERIOD ONE (12 MONTHS)

During the period of the initial Contract, for Work performed in accordance with the Contract, the Offeror will be paid as specified below.

PRICING SCHEDULE 1 – INITIAL CONTRACT PERIOD ONE (12 Months)					
	Resource Category	No. of Resources	Firm All-Inclusive Hourly Rate		
1	Service Engineer	1	_____ CAD		
2	Helper	1	_____ CAD		
	Service	No. of visits	Maintenance / Inspection	Remote System Verification	Sub Total
		A	B	C	D = (A x B) + C
3	Every three (3) months inspection	4	_____ CAD	_____ CAD	_____ CAD
4	Every six (6) months inspection	2	_____ CAD	_____ CAD	_____ CAD
Pricing Schedule 1 Total (VAT excluded):					_____ CAD

SECTION 2: INITIAL CONTRACT PERIOD TWO (12 MONTHS)

During the period of the initial Contract, for Work performed in accordance with the Contract, the Offeror will be paid as specified below.

PRICING SCHEDULE 2 – INITIAL CONTRACT PERIOD TWO (12 Months)				
	Resource Category	No. of Resources	Firm All-Inclusive Hourly Rate	
1	Service Engineer	1	_____ CAD	

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2	Helper	1	_____ CAD		
	Service	No. of visits	Maintenance / Inspection	Remote System Verification	Sub Total
		A	B	C	D = (A x B) + C
3	Every three (3) months inspection	4	_____ CAD	_____ CAD	_____ CAD
4	Every six (6) months inspection	2	_____ CAD	_____ CAD	_____ CAD
Pricing Schedule 2 Total (VAT excluded):					_____ CAD

SECTION 3: INITIAL CONTRACT PERIOD THREE (12 MONTHS)

During the period of the initial Contract, for Work performed in accordance with the Contract, the Offeror will be paid as specified below.

PRICING SCHEDULE 3 – INITIAL CONTRACT PERIOD THREE (12 Months)					
	Resource Category	No. of Resources	Firm All-Inclusive Hourly Rate		
1	Service Engineer	1	_____ CAD		
2	Helper	1	_____ CAD		
	Service	No. of visits	Maintenance / Inspection	Remote System Verification	Sub Total
		A	B	C	D = (A x B) + C
3	Every three (3) months inspection	4	_____ CAD	_____ CAD	_____ CAD
4	Every six (6) months inspection	2	_____ CAD	_____ CAD	_____ CAD
Pricing Schedule 3 Total (VAT excluded):					_____ CAD

SECTION 4: OPTION PERIOD ONE (12 month period)

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Offeror will be paid as specified below to perform all the Work in relation to the Contract extension.

PRICING SCHEDULE 4 – OPTION PERIOD ONE (12 Months)				
	Resource Category	No. of Resources	Firm All-Inclusive Hourly Rate	

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1	Service Engineer	1	_____ CAD		
2	Helper	1	_____ CAD		
	Service	No. of visits	Maintenance / Inspection	Remote System Verification	Sub Total
		A	B	C	D = (A x B) + C
3	Every three (3) months inspection	4	_____ CAD	_____ CAD	_____ CAD
4	Every six (6) months inspection	2	_____ CAD	_____ CAD	_____ CAD
Pricing Schedule 4 Total (VAT excluded):					_____ CAD

SECTION 5: OPTION PERIOD TWO (12 month period)

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Offeror will be paid as specified below to perform all the Work in relation to the Contract extension.

PRICING SCHEDULE 5 – OPTION PERIOD TWO (12 Months)					
	Resource Category	No. of Resources	Firm All-Inclusive Hourly Rate		
1	Service Engineer	1	_____ CAD		
2	Helper	1	_____ CAD		
	Service	No. of visits per year	Maintenance / Inspection	Remote System Verification	Sub Total
		A	B	C	D = (A x B) + C
3	Every three (3) months inspection	4	_____ CAD	_____ CAD	_____ CAD
4	Every six (6) months inspection	2	_____ CAD	_____ CAD	_____ CAD
Pricing Schedule 5 Total (VAT excluded):					_____ CAD

SECTION 6: SUMMARY PRICING SCHEDULE

SUMMARY PRICING SCHEDULE	
Total Evaluated Price (Sum of Schedules 1, 2, 3, 4 and 5) = (taxes excluded)	_____ CAD

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ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST

See attached.

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ANNEX "D" - INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

The Offeror 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.

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 Offeror's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Foreign Affairs, Trade and Development Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Offeror.
- 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 Offeror and/or arising out of operations that have been completed by the Offeror.
- 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 Offerors' Protective Liability: Covers the damages that the Offeror becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Offeror resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Offeror for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,

RFP Number: JSCD-14-81997-CL	Date: October 27, 2014
Request for Proposal (RFP) Department of Foreign Affairs, Trade and Development Canada (DFATD)	

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 Offeror '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 Offeror '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.

2. Bailee's Customer's Goods Insurance

The Offeror must obtain Bailee's Customer's Goods insurance while Government Property is under its care, custody or control for repair or servicing, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$2,000,000.00. Government Property must be insured on a Replacement Cost (new) basis.

1. Administration of Claims: The Offeror must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The Bailee's Customer's Goods must include the following:
 - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - b. Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
 - c. Waiver of Subrogation Rights: Offeror 's Insurer to waive all rights of subrogation against Canada as represented by Foreign Affairs, Trade and Development Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

3. Automobile Liability Insurance

The Offeror must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

The policy must include the following:

- a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- e. Liability for Physical Damage to Non-owned Automobiles