

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC  
11 Laurier St./11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau  
Québec  
K1A 0S5  
Bid Fax: (819) 997-9776

**LETTER OF INTEREST**  
**LETTRE D'INTÉRÊT**

Comments - Commentaires

Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution  
Alternative Service Delivery/Autres modes de prestation  
des services  
11 Laurier/11 rue Laurier  
7B3, Place du Portage Phase III  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> SITE SUPPORT SRVCS - CFB GOOSE BAY	
<b>Solicitation No. - N° de l'invitation</b> W0123-15CE01/B	<b>Date</b> 2015-10-19
<b>Client Reference No. - N° de référence du client</b> W0123-15CE01	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PSD-005-25414
<b>File No. - N° de dossier</b> 005psd.W0123-15CE01	<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 2015-11-10</b>	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Singh, Shaila	<b>Buyer Id - Id de l'acheteur</b> 005psd
<b>Telephone No. - N° de téléphone</b> (819) 420-2979 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 5 WING GOOSE BAY HAPPY VALLEY-GOOSE Newfoundland and Labrador A0P1C0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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Please see the following.

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## **Solicitation of Interest and Qualification Department of National Defence**

### **5 Wing Goose Bay Site Support Services**

**Solicitation # W0123-15-CE01/B**

*There is a security and controlled goods requirement associated with this proposal.*

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## 1.0 PURPOSE

- 1.1. This Solicitation of Interest and Qualification (SOIQ) is the first step of a competitive process to select qualified suppliers to provide all inclusive site support services at CFB 5 Wing Goose Bay.
- 1.2. This SOIQ is neither a Call for Tender nor a Request for Proposal (RFP). No agreement or contract will be entered into, with any person or entity, based on this SOIQ. The issuance of this SOIQ is not to be considered in any way a commitment by the Government of Canada or as authorization to potential participants to undertake any work, which could be charged to Canada.
- 1.3. This SOIQ is not to be considered as a commitment to issue a RFP or enter into any agreement(s) or award any contract(s). If Canada does issue a RFP, the terms and conditions of the RFP shall be subject to Canada's absolute discretion, and nothing within this SOIQ shall be considered to limit such discretion.
- 1.4. Suppliers that have demonstrated compliance with the terms stipulated in this SOIQ document will be short-listed and be invited to participate in the ensuing Request for Proposal (RFP) process.
- 1.5. In the event that there is only one compliant **Short Listed Respondents (SLR)**, Canada will proceed to negotiate with that SLR on a non-competitive basis.
- 1.6. Canada welcomes feedback/comments from all interested suppliers on any or all aspects of this procurement. Please provide these comments to the Contracting Authority named herein.

## 2.0 CONTRACTING AUTHORITY (CA)

PWGSC Contracting Authority: Shaila Singh  
Public Works and Government Services Canada  
Commercial Acquisitions and Supply Management Sector  
Alternate Service Delivery (ASD) and Special Projects  
E-mail: shaila.singh@pwgsc-tpsgc.gc.ca  
Tel. No: (613) 420-2979

## 3.0 COMMUNICATIONS

All enquiries and other communications with government officials throughout the solicitation period are to be directed ONLY to the Contracting Authority named above who is responsible for the oversight of the solicitation process. Non compliance with

this condition during the bid solicitation period may (for that reason alone) result in disqualification of a Bidder/Respondent from the process.

## 4.0 SCOPE

- 4.1 5 Wing Goose Bay is a Canadian Armed Forces base located in Happy Valley/Goose Bay, Newfoundland & Labrador. The Department of National Defence has a requirement for the provision of site support services at the base. The services to be provided by a single Contractor include, but are not necessarily limited to: Food services, roads and grounds maintenance, transportation services, communication services, IT services, firefighting services, air traffic control services and vehicle and infrastructure maintenance services. The requirement also includes support to Department of National Defence activities, such as: operation of the airfield, and support to 444 Combat Support Squadron, North American Aerospace Defense Command (NORAD), and Canadian and Foreign Military Training, on an as and when required basis.
- 4.2 The contractor will be responsible for all labour and equipment to provide these services. Types of equipment that must be provided by the Contractor include but will not be limited to: firefighting trucks and ancillary equipment, material handling equipment, roads and grounds vehicles and equipment and transportation vehicles including cars, buses, etc. Canada will provide some Government Furnished Equipment (GFE). A complete list of GFE is detailed in the tables in Section 10 at Annex G - Statement of Work.
- 4.3 The Contract is expected to be for a period of 2 years with two (one) year options.
- 4.4 It is possible that this requirement will be cancelled if a long term role for Goose Bay is defined prior to RFP release or Contract Award as Canada intends on issuing a longer term contract once that role is defined.
- 4.5 The security requirements are provided at Annex F.

## 5.0 SOLICITATION GOVERNANCE

- 5.1 The selection of qualified suppliers to provide all inclusive site support services at CFB 5 Wing Goose Bay is subject to the following legislation, trade agreements and government policies, as applicable.
- 5.2 Agreement on Internal Trade (AIT): The Supplier Selection will be subject to AIT.
- 5.3 Defence Production Act: All PWGSC contracts for defence supplies or projects are governed by the provisions of the DPA.

- 5.4 Controlled Goods Program (CGP): The supplier selection is subject to the CGP. Further information is available at: <http://ssi-iss.tpsgc-pwgsc.gc.ca/dmc-cgd/index-eng.html>;
- 5.5 Federal Contractors Program for Employment Equity: The Federal Contractors Program for Employment Equity will apply to the supplier selection and the Contract. Further information is available at: [http://www.hrsdc.gc.ca/eng/labour/equality/fcp/employer\\_tool/intro/page00.shtml](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/employer_tool/intro/page00.shtml); and
- 5.6 Procurement Business Number: Participating suppliers are required to have a Procurement Business Number as per the following: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier#600>.

## **6.0 INDEPENDANT THIRD PARTIES AND CONFLICT OF INTEREST**

- 6.1 Canada has employed the assistance of the following private sector contractors in the preparation of this solicitation:
- a) ASC Group Inc.
  - b) Samson & Associates
- 6.2 Responses to this solicitation from any such contractor or with respect to which such contractor (or any subcontractor, employee, agent or representative of that contractor who was involved in the preparation of this solicitation) is in any manner directly or indirectly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. By submitting a bid, the Bidder/Respondent represents that there is no such conflict of interest as stated above. It is within Canada's sole discretion to determine whether a conflict of interest exists.
- 6.3 The ASC Group Inc will provide non-specific training in the use of the TF!<sup>TM</sup> software which will be used by Canada in evaluating proposals in response to the second stage of this competitive process. For the purposes of this Article 6.0 and article 18 of Annex A , General Terms and Conditions of Qualification, it is not a conflict of interest for Bidders to receive project non-specific training from ASC Group Inc. in the use of the TF!<sup>TM</sup> software in order to enable Bidders to submit a bid or to obtain technical and pricing information from ASC Group Inc. with respect to any of its software products that a Bidder may want to propose as part of its solution.
- 6.4 Samson & Associates will provide fairness monitoring of the selection process to ensure that the Contractor for site support services at 5 Wing Goose Bay will be selected in a fair, open and transparent manner and that equal treatment will be accorded to all competitors.

## **7.0 COMPETITIVE PROCESS TO SELECT QUALIFIED SUPPLIERS**

7.1 The Selection process will include the following activities:

### **7.1.1 Solicitation of Interest and Qualification (SOIQ)**

- a. The objective of the SOIQ is to establish a pool of SLR for any resulting or follow-on RFP competitive process. The SOIQ will use criterion that are simple and concise while being comprehensive, fair and open, to reduce the processing time. The verification of qualifications will be conducted on a pass/fail basis.
- b. Suppliers are requested to identify themselves and submit a response via the form provided Annex B and C & E. Interested suppliers are encouraged to carefully review the Qualification Criteria and requirements described in Annex B and C & E.
- c. Responses to the SOIQ must be complete and will be reviewed as submitted. However, during the SOIQ verification of qualification process, Canada may request that respondents provide clarification or additional information in regard to any aspect of their respective submission. All such clarification requests by Canada will be made in writing, and transmitted via e-mail by the Contracting Authority. Respondents must make appropriate arrangements so that these clarification questions can be responded to in an expeditious manner within 2 business days.
- d. Any Respondent whose qualifications have been successfully verified by Canada as meeting the Qualification Criteria contained in the SOIQ will be short-listed and invited to participate in any resultant RFP process as a SLR.

### **7.1.3 Request for Proposals and Evaluation**

- a. Canada may issue one RFP.
- b. The Proponent providing the lowest price for the requirements in accordance with the evaluation criteria in the RFP will be recommended to Senior Management for the Contract for Site Support Services at CFB 5 Wing Goose Bay.



## 8.0 TENTATIVE SCHEDULE

8.1 A schedule pertaining to the SOIQ and pre-RFP activities is provided below:

Event	Target Date
Last day for questions on the SOIQ	November 02, 2015
SOIQ Closing	November 06, 2015
Verification of qualification complete	November 12, 2015
Release of final RFP	November 13, 2015

## 9.0 INSTRUCTION TO INTERESTED SUPPLIERS

9.1 To pre-qualify to participate in the RFP process, interested suppliers must duly complete the form attached at the Annexes herein and provide the required proof of compliance.

9.2 Qualification Criteria – Legal Status

9.3 Qualification Criteria – Experience and Capability

9.4 If short-listed as a SLR:

- a. Agree to financial transparency, through the use of open book accounting, during the RFP process, and after contract award, and accept audits by the Government on all matters relating to the negotiation and administration of the Umbrella Agreement and ensuing contracts; and,
- b. A SLR may withdraw its intention to participate in the RFP by notifying the Contracting Authority, in writing, of their intention to withdraw. Upon receipt of a notice to withdraw, the SLR will no longer be eligible to participate in the RFP process or submit a Proposal.

## 10.0 CLOSING DATE AND TIME

10.1 The closing date and time for responses to this SOIQ is:

November 09, 2015, 1400 EST.

10.2 SOIQ responses shall include the duly completed and signed forms provide in the Annexes herein and should be forwarded via e-mail to the Contracting Authority.

## 11.0 TERMS AND CONDITIONS

- 11.1 This document is for the solicitation of interest and qualification. Canada reserves the right to change, at any time, any or all parts of the SOIQ, as it considers necessary.
- 11.2 Canada is not obligated to issue any RFP, or to select any Proponent, or to negotiate any contract.
- 11.3 The RFP, when released, will take precedence.
- 11.4 Only the SLRs will have the right to submit proposals in response to the ensuing RFP.
- 11.5 Canada will not reimburse any person or entity for any cost incurred in providing a response to this SOIQ or the ensuing RFP, or in participating the competitive process as a Respondent, SLR, Proponent or Selected Proponent.
- 11.6 All inquiries with regards to this SOIQ must be submitted in writing to the Contracting Authority no later than November 02' 2015, 1400 EDT. Enquiries received after that time may not be answered.
- 11.7 Responses to the SOIQ must be submitted to the Contracting Authority as outlined above, on or before the closing date and time by duly completing the Annexes with the requisite information. If the information is not clearly provided in the response, the Respondent must provide the information on request from the Contracting Authority within 2 business days.
- 11.8 By submitting a response to the SOIQ, the Respondent agrees with the qualification criterion, commitments and conditions stipulated in this document.
- 11.9 The Respondent further understands that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a response to the SOIQ, the Respondent declares that it has never been convicted of an offence under section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return) subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.
- 11.10 A response to this SOIQ by a joint venture must be signed by all the members of a joint venture. If the joint venture becomes a Selected Proponent, all members of the joint

venture will be jointly and severally or solitarily liable for the performance of any resulting Contracts.

- 11.11 By submitting a response to the SOIQ, the Respondent agrees to be bound by all of the terms and conditions of this SOIQ.
- 11.12 Canada may, in its absolute discretion, but shall not be obliged to accept and consider documents and materials from Respondents or Interested Parties received or requested by Canada after the SOIQ closing date, including responses to clarification requests by Canada, for the purposes of qualifying any Respondents under this SOIQ, and also including, without limitation, any documentation, response or information whatsoever.
- 11.13 Canada will assess responses in accordance with the broad purposes of this SOIQ, which include encouraging competition, and shall have the unfettered discretion to qualify a Respondent as a SLR notwithstanding that there may be deficiencies or errors in its response that are not significant in Canada's unfettered opinion in terms of the purposes and intent of this SOIQ, and no Respondent shall have any claim for compensation of any kind whatsoever, as a result of participating in this SOIQ, and by submitting a response, each Respondent agrees that it has no claim.
- 11.14 Canada acknowledges that the SLR may change ownership, re-organize, or pursue opportunities from time to time after qualification under the SOIQ and before closing of the RFP that could result in corporate or other organizational changes. If any corporate re-organization or other change has occurred or is proposed by an SLR at any time before or after it has qualified as an SLR that may affect its legal status or otherwise affect its qualification as an SLR, Canada may, in its absolute discretion, on the basis of the principles and intent of this SOIQ, consider and determine whether the changed SLR is eligible to submit a Proposal as a Proponent.

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## **12.0 POINT OF CONTACT FOR ENQUIRIES**

- 12.1 Canada will acknowledge the receipt of incoming e-mails within one business day. Interested suppliers are to assume all responsibility for the successful delivery and receipt of all questions to the Contracting Authority.
- 12.2 Questions submitted to any other person but the Contracting Authority specified above, or in any other form, will not be answered. Responses given in any other manner than that which is outlined above will not be binding upon any party.
- 12.3 Canada reserves the right not to respond to any question received after the date stipulated above or to any question not related to this SOIQ. Any responses will be made publicly available through Buyandsell.gc.ca. If a question is determined to be proprietary, in Canada's sole discretion, Canada reserves the right to respond only to that party.

## Annex A - General Terms and Conditions of Qualification

For the purposes of this SolQ, the term "bid" means "response" and "bidder" means "responant".

### 01 Integrity Provisions - Bid

#### 3. Interpretation

For the purposes of these Integrity Provisions, the following definitions apply:

"Administrative Agreement"

is a negotiated agreement between a supplier/potential supplier and the Minister of PWGS as provided for in the [\*Ineligibility and Suspension Policy\*](#).

"Affiliate"

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

"Control"

means

a. direct control, such as where:

- i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
- ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
- iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;

- iv. the general partner of a limited partnership controls the limited partnership; and
  - v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b. deemed control, such as where:  
a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity
- c. indirect control, such as where:  
a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of
  - i. any securities of the entity that are beneficially owned by that person, and
  - ii. any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

"Ineligibility"

means not eligible for contract award.

"Suspension"

means a determination of temporary ineligibility by the Minister of PWGS.

4. Statement

- a. Bidder's/Respondent's must comply with the [Code of Conduct for Procurement](#) and be eligible for contract award under the [Ineligibility and Suspension Policy](#) In addition, Bidder's/Respondent's must respond to bid solicitations in an honest, fair and comprehensive manner, and that accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts, and submit bids as well as enter into contracts only if they will fulfill all obligations of the Contract.
- b. By submitting a bid, Bidder's/Respondent's confirm that they understand that being convicted of certain offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of contract award. If it is determined by the Minister of PWGS, after contract

award, that the Bidder made a false declaration, Canada will, following a notice period, have the right to terminate the Contract for default.

5. List of Names

- a. Bidder's/Respondent's, who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidder's/Respondent's bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidder's/Respondent's bidding as societies, firms, or partnerships do not need to provide lists of names.
- b. If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- c. The Bidder must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

6. Request for Additional Information

By submitting a bid, the Bidder certifies that it is aware, and that its Affiliates are aware, that Canada may request additional information, certifications, validations from a third party qualified by the Minister of PWGS, and other evidentiary elements proving identity or eligibility to contract with Canada. Canada may also verify the information provided by the Bidder, including the information relating to convictions for certain offences and any conditional or absolute discharges specified in these Integrity Provisions.

7. Lobbying Act

By submitting a bid, the Bidder certifies that neither it nor any of its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).

8. Canadian Offences Resulting in Legal Incapacity

By submitting a bid, the Bidder certifies that:

- a. it and the Affiliates of the Bidder have not been convicted of or pleaded guilty to an offence under any of the following provisions which would result in a legal incapacity under section 750(3) of the [Criminal Code](#) and for which they have not

been pardoned or received a record of discharge under the Canadian Pardons subsection:

- i. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or
  - ii. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#), or
- b. the Bidder has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract as described in (a).

9. Canadian Offences

By submitting a bid, the Bidder certifies that:

- c. the Bidder and the Affiliates of the Bidder have not, in the last three years, from the bid submission date, been convicted of or pleaded guilty to an offence under any of the following provisions for which they would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#), or
  - ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the [Competition Act](#), or
  - iii. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
  - iv. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or



- v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the [Corruption of Foreign Public Officials Act](#), or
  - vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#); or
- d. the Bidder has not been convicted of or pleaded guilty to the offences described in paragraph (a) and it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible for contract award as described in (a).

#### Foreign Offences

By submitting a bid, the Bidder certifies that:

- a. the Bidder and its Affiliates have not, in the last three years, from the bid submission date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections, and for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned under the Foreign Pardons subsection and:
  - i. the court, before which the Bidder or its Affiliate appeared, acted within the court's jurisdiction;
  - ii. the Bidder or its Affiliate appeared during the court's proceedings or submitted to the court's jurisdiction;
  - iii. the court's decision was not obtained by fraud, and
  - iv. the Bidder or its Affiliate was entitled to present to the court every defence that the Bidder or its Affiliate would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract as described in (a).

#### 10. Ineligibility for Contract Award

- a. The Bidder confirms that it understands that where it or any of its Affiliates have been convicted of certain offences or have been held responsible of certain acts, as described under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences, the Foreign Offences and the Lobbying

Act subsections, the Bidder or its Affiliate is ineligible to be awarded a contract, subject to a Public Interest Exception.

- b. The Bidder confirms that it understands that it is ineligible for contract award where it has been so determined by the Minister of PWGS under the Ineligibility and Suspension Policy and that the period of ineligibility or suspension has not expired.

#### 11. Declaration of Convicted Offences

Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed [Declaration Form](#), to be given further consideration in the procurement process.

#### 12. Period of Ineligibility

The following rules determine the period for which a Bidder or its Affiliate that has been convicted of certain offences is, ineligible to be awarded a contract:

- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Bidder or an Affiliate of the Bidder has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection.
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Bidder or an Affiliate of the Bidder has pleaded guilty to or been convicted of, as the case may be, in the last three years, from the bid submission date, the period of ineligibility for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.
- c. subject to an Administrative Agreement, for violations of matters referenced in the Lobbying Act subsection for which a Bidder or an Affiliate of the Bidder has been found responsible, as the case may be, in the last three years, from the bid submission date, the period of ineligibility for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.

#### 13. Canadian Pardons

A determination of ineligibility for contract award will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Bidder or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;
- c. been granted a pardon under section 748 of the Criminal Code;
- d. received a record of suspension ordered under the Criminal Records Act; and
- e. been granted a pardon under the Criminal Records Act, as that Act read immediately before the day section 165 of the Safe Streets and Communities Act comes into force.

#### 14. Foreign Pardons

A determination of ineligibility for entering into government contracts will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Bidder or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons, conditional discharges, absolute discharges, record suspensions, or restoration of legal capacities by the Governor in Council.

#### 15. Suspension of Period of Ineligibility

The Bidder confirms that it understands that a determination of ineligibility for entering into government contracts made under these Integrity Provisions may be suspended by the Minister of PWGS through an Administrative Agreement, to the extent that it is permissible in law. The period of ineligibility applicable to that Bidder or its Affiliate and the right to participate in a given procurement process are guided by the terms and conditions of the Administrative Agreement. Subject to the Public Interest Exception, an Administrative Agreement may only suspend a period of ineligibility on solicitations issued after it has been concluded.

#### 16. Period of Ineligibility for Providing False or Misleading Information

The Bidder confirms that it understands that where it has made a false declaration or provided false or misleading information under these Integrity Provisions, the Minister of PWGS will declare a Bidder to be ineligible to be awarded contracts for a period of ten years. The period of ineligibility is effective from the date of determination by the Minister of PWGS.

**17. Period of Ineligibility for Breaching Administrative Agreements**

The Bidder confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

**18. Suspension of a Bidder**

The Bidder confirms that it understands that the Minister of PWGS may suspend a Bidder from being awarded a contract for a period of up to 18 months, subject to renewal, pending completion of the criminal proceeding, if the Bidder has been charged with any of the offences listed in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections or if the Bidder has admitted to being guilty of any of these offences. The period of suspension is effective from the date of determination by the Minister of PWGS. A period of suspension does not abridge or suspend all other periods of ineligibility that may be imposed on a Bidder by the Minister of PWGS.

**19. Third Party Validation**

The Bidder confirms that it understands that where it or any of the Bidder/Respondent Affiliates has been subject to a period of ineligibility to be awarded contracts, for which the Canadian Pardons and the Foreign Pardons subsections do not apply, the Bidder/Respondent must provide by bid closing date, a confirmation from an independent third party, recognized in advance by the Minister of PWGS, confirming that measures have been put in place in order to avoid the re-occurrence of such wrongdoings that led to the convictions. Failure to provide the said confirmation from an independent third party renders this bid non-responsive.

**20. Subcontractors**

The Bidder/Respondent must ensure that contracts with first tier subcontractors include Integrity Provisions similar to those imposed in the resulting contract.

**21. Public Interest Exception**

The Bidder/Respondent confirms that it understands:

- a. that, with the exception of a legal incapacity to contract resulting from section 750(3) of the Criminal Code, Canada may enter in a contract with a Bidder/Respondent, or any of its Affiliates, which have been convicted of or have pleaded guilty to any of the offences referenced in the Canadian Offences and Foreign Offences subsections, where Canada considers it necessary to the public interest for reasons which include, but are not limited to:
  - i. the need is one of pressing emergency in which delay would be injurious to the public interest;

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- ii. the Bidder/Respondent is the only person capable of performing the contract;
  - iii. the contract is essential to maintain sufficient emergency stocks in order to safeguard against possible shortages; and;
  - iv. not entering into the contract with the Bidder/Respondent would have a significant adverse impact on the health, national security, safety, security or economic or financial well-being of the people of Canada or the functioning of any portion of the federal public administration;
- b. Canada may only enter into a contract with a Bidder/Respondent under this subsection where the ineligible Bidder/Respondent has concluded an Administrative Agreement with the Minister of PWGS, on such terms and conditions that are necessary to safeguard the integrity of the procurement process and can apply to any procurement. The Administrative Agreement need not be concluded in advance of the solicitation.

## 02 Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## 03 Standard Instructions, Clauses and Conditions

Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c.16), the instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.

## 04 Definition of Bidder/Respondent

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

## 05 Submission of Bids

1. Canada requires that each bid, at closing date and time or upon request from the Contracting Authority, be signed by the Bidder/Respondent or by an authorized representative of the Bidder/Respondent. If a bid is submitted by a joint venture, it must be in accordance with section 17.

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2. It is the Bidder's/Respondent's responsibility to:
  - a. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
  - b. prepare its bid in accordance with the instructions contained in the bid solicitation;
  - c. submit by closing date and time a complete bid;
  - d. send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The facsimile number and related instructions for bids transmitted by facsimile are provided in section 08;
  - e. ensure that the Bidder's/Respondent's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,
  - f. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
2. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder/Respondent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's/Respondent's part nor for notification services offered by a third party.
3. Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive Bidder's/Respondent's in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive Bidder's/Respondent's, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive Bidder's/Respondent's, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
5. Not Used
6. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as

confidential, subject to the provisions of the [Access to Information Act](#) (R.S. 1985, c. A-1) and the [Privacy Act](#) (R.S., 1985, c. P-21).

7. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a Bidder's/Respondent's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or [brochures not submitted](#) with the bid.

8. A bid cannot be assigned or transferred in whole or in part.

#### **06 Late Bids**

PWGSC will return bids delivered after the stipulated bid solicitation closing date and time.

#### **07 Not Used**

#### **08 Not Used**

#### **09 Customs Clearance**

It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the bid closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed bid under section 07.

#### **10 Legal Capacity**

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

#### **11 Rights of Canada**

Canada reserves the right to:

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

## 12 Rejection of Bid

1. Canada may reject a bid where any of the following circumstances is present:
  - a. the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
  - b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
  - c. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with the Government of Canada:
    - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
    - ii. Canada determines that the Bidder's/Respondent's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.



3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
  - i. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
  - ii. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

### **13 Not Used**

### **14 Not Used**

### **15 Not Used**

### **16 Conduct of Evaluation**

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
  - a. seek clarification or verification from Bidder's/Respondent's regarding any or all information provided by them with respect to the bid solicitation;
  - b. contact any or all references supplied by Bidder's/Respondent's to verify and validate any information submitted by them;
  - c. request, before award of any contract, specific information with respect to Bidder's/Respondent's' legal status;
  - d. conduct a survey of Bidder's/Respondent's' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
  - e. verify any information provided by Bidder's/Respondent's through independent research, use of any government resources or by contacting third parties;
2. Bidders/Respondent's will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

### **17 Joint Venture**

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement.

Bidder's/Respondent's who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
  3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

#### **18 Conflict of Interest - Unfair Advantage**

1. In order to protect the integrity of the procurement process, Bidder's/Respondent's are advised that Canada may reject a bid in the following circumstances:
  - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Bidder's/Respondent's and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidder's/Respondent's who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of

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interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

### **19 Entire Requirement**

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

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## Annex B – Supplier Identification Form

Pursuant to the Solicitation of Interest and Qualification (SOIQ) document, reference \_\_\_\_\_ dated \_\_\_\_\_, released on MERX on behalf of Public Works and Government Services Canada, and the terms therein:

We, \_\_\_\_\_ (name of the legal entity) \_\_\_\_\_, \_\_\_\_\_ (address) \_\_\_\_\_, incorporated under the laws of \_\_\_\_\_ (name of province or territory of Canada), consider that we have met the qualifications to be considered as a potential supplier for the provision of Site Support Services at CFB 5 Wing Goose Bay.

We acknowledge that we have read the purpose, security requirement and background provided in the SOIQ, and are aware of the competitive process and the ensuing contract will be governed by the set of legislation, trade agreements and government policies described in the SOIQ.

We acknowledge that Canada has engaged certain independent third parties to assist in the selection process, and we will abide by the restrictions detailed in the SOIQ.

We accept the competitive process to select one supplier for the provision of an all supply of services outlined in this SOIQ.

We understand from the tentative schedule provided in the SOIQ that the timeline is aggressive and we commit to co-operate with Canada.

We have provided the proof of compliance that we met the qualification requirements stipulated in the SOIQ, and they are attached herein. We acknowledge that Canada reserves the right, but is not obligated to do so, to contact references provided or otherwise independently verify any information provided.

We understand that if we are short-listed, we will fulfil the commitments stipulated in the SOIQ. Further, if we are selected as a Contractor, we will also fulfil all of the commitments stipulated in the SOIQ.

We acknowledge and accept the terms and conditions stipulated in the SOIQ document, the right of Canada stipulated in paragraph 12 and have followed the communication protocol specified in the SOIQ.

We confirm that the official language in which we wish to exchange correspondence with Canada is \_\_\_\_\_.

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**DECLARATION:**

I, the undersigned, being a principal of the Respondent, hereby certify that the information given on this form and in the submitted Response is accurate to the best of my knowledge. If the Response is submitted by a partnership or Joint Venture, then the following is required from each component entity.

Our single point of contact is (name)  
(title)  
(organization)  
(address)  
(telephone)  
(e-mail address)

I/We certify that the undersigned has the authority to bind our business entity.

\_\_\_\_\_  
(signature / name / title / date)

\_\_\_\_\_  
(signature / name / title / date)

## Annex C – Qualification Criterion

### Proof of Compliance

#### 1. Qualification Criteria - Legal Status

Information to be provided:

Respondents must be intending to bid as a Prime Bidder/Respondent.

Canada Revenue Agency Business Number:

Name and address of the entity:

Details of the Incorporation: (Registration Number, incorporation date, Jurisdiction)

#### 2. Qualification Criterion Corporation – Experience and Capability

The respondent must have managed two projects/programs of same size and scope running for a minimum of 5 years and over \$5M. Canada reserves the right to contact references or otherwise independently verify any information provided above.

#### 3. Qualification Criterion Individual – Experience and Capability

**KEY POSITION:** The following is the key management position required, within the Contractor's organization. **Contractor Program Manager:** The Contractor Program Manager (CPM) must have relevant experience in two (2) projects of similar size, scope and complexity or one long-term project of 10 years or more. The CPM should have at least 10 years experience in similar operations and at least fifteen years overall work experience.

#### 4. Registration for Site Visit and Bidder Conference

Canada may conduct a mandatory Site Visit and Bidder Conference during the RFP process. It is mandatory that respondents to this SolQ register for this potential Site Visit and Bidder Conference.

Canada will only accept registration requests from Prime Bidders who may include subcontractors in their registration. A Bidder can only register a maximum of three (3) attendees and identify one alternate. A Bidder may register a maximum of one (1) attendee per subcontractor. Bidders should also identify one alternate. Bidders must register, in writing, with the Contracting Authority by the close of the SolQ.

The following information will be required from each Bidder/Respondent:

- a) A statement and certification on how the Bidder/Respondent meets the definition of the Bidder/Respondent as defined in Definition of a Bidder, Article 04 of [2003](#) (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements.
- b) A list of representative(s) and sub-contractor representative's, as applicable;
- c) A list of issues they wish to table; and
- d) A written request to use base accommodations, if required.

The following information must be provided for each individual and the proposed alternate:

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- a) Surname
- b) Forename
- c) Date of Birth
- d) Place of Birth
- e) Nationality
- f) Proof of Security Level Clearance issued by PWGSC Industrial Security Program.  
NOTE: The minimum level is Enhanced Reliability.
- g) Position
- h) Company

Should Canada conduct a Site Visit and Bidder Conference the following clauses will be in the RFP.

- 4.1 It is mandatory that the Bidder (see Definition of a Bidder, Article 04 of [2003](#) (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements), or representative(s) of the Bidder, attend the site visit and Bidder conference. Bidders who do not attend the mandatory site visit and Bidder conference or do not send a representative will not be given an alternative appointment. Should a Bidder that did not attend submit a bid, their bid will be declared non-responsive.
- 4.2 Arrangements have been made for the mandatory site visit and Bidder conference which will *tentatively* be held at 5 Wing Goose Bay from November 30, 2015 to December 04, 2015 (*Monday, December 07 2015 and Friday December 11, 2015 should be booked as travel days*). The conference will begin on *December 08, 2015 0900 AST*. Canada will not delay the conference or site visit due to late arrivals. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is mandatory that Bidder who intend to submit a bid attend or send a representative(s).
- 4.3 *Transportation around the base for the mandatory site visit and Bidder conference will be provided. Meals and accommodations will not be provided; however, attendees may eat at the mess hall. Base accommodations may be available at their own cost. Written confirmation from hotels that there is no accommodation will be required.*
- 4.4 *Personnel security screening is required prior to gaining authorized access to the 5 Wing Goose Bay site. The Bidder's Company Security Officer (CSO) must ensure that their representatives hold a valid security clearance at the Enhanced Level, for the site visit. Failure to demonstrate compliance with the security requirements prior to the deadline for registration will result in the individuals being denied access to the site visit and Bidder's conference.*
- 4.5 Any clarifications or changes to the bid solicitation resulting from the mandatory site visit and Bidders' conference will be included as an amendment to the bid solicitation.

4.6 All attendees will be required to sign an attendance sheet at the mandatory site visit and Bidders' conference. Bidders should confirm in their bid that they or their representative have attended the site visit.

4.7 The tentative agenda will include:  
e) The Bidders' conference;  
f) Tour of the facilities; and  
g) TF!™ software training.

## 5. Controlled Goods Registration

The Controlled Goods Program (CGP) is a registration and compliance program that regulates access to controlled goods, including *International Traffic in Arms Regulations* (ITAR) items, in Canada. Respondents must provide proof of registration for the corporation with the Controlled Goods Program.

## 6. Financial Viability

6.1. Financial Viability Requirement: Respondents must be financially viable to enter into this Qualification. To determine the Respondent's financial viability, the Contracting Authority may, by written notice to the Respondents, require the submission of some or all of the financial information detailed below during the evaluation of qualification. The Respondent must provide the following information:

- a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Respondent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Respondent's last three fiscal years, or for the years that the Respondent has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Respondent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- c. If the Respondent has not been in business for at least one full fiscal year, the following must be provided:



- i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
    - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
  - d. A certification from the Chief Financial Officer or an authorized signing officer of the Respondent that the financial information provided is complete and accurate.
- 6.2. If the Respondent is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
- 6.3. If the Respondent is a subsidiary of another company, then any financial information in 1. (a) to (d) above required by the Contracting Authority must be provided by the ultimate parent company.
- 6.4. Financial Information Already Provided to Public Works and Government Services Canada (PWGSC): The Respondent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
- a. the Respondent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
  - b. the Respondent authorizes the use of the information for this requirement.

It is the Respondent's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

- 6.5. Other Information: Canada reserves the right to request from the Respondent any other information that Canada requires to conduct a complete financial capability assessment of the Respondent. The Respondent also understands that a complete

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financial capability review of the Respondent may also be conducted at the time individual bid solicitations are issued under the RFP or any resulting Contract.

6.6. Confidentiality: If the Respondent provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act](#), R.S., 1985, c. A-1, Section 20(1) (b) and (c).

6.7. Respondents must submit their financial statements for the legal entity outlined in article 1 of this Annex. Canada reserves the right to request further information if required.

## 7. Certifications

Respondents must complete the certifications at Appendix 1 to Annex C.

## Appendix 1 to Annex C - Certifications

### 1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder/Respondent 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 specified will render the bid non-responsive.

### 2. Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder/Respondent certifies that the Bidder/Respondent, and any of the Bidder/Respondent's members if the Bidder/Respondent is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](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.

- 2.2.1 Canada will have the right to declare a bid non-responsive if the Bidder/Respondent, or any member of the Bidder/Respondent if the Bidder/Respondent is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.
- 2.2.2 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.
- 2.2.3 The Bidder/Respondent must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder/Respondent is a Joint Venture, the Bidder/Respondent must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 3. Integrity Provisions

- 3.1 In accordance with the Integrity Provisions, Bidder/Respondents, offerors and suppliers who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently their directors. Bidder/Respondents, offerors and suppliers bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner. Bidder/Respondents bidding as societies, firms, or partnerships do not need to provide lists of names.
- 3.2 Suppliers must provide Consent to a [Criminal Record Verification \(PWGSC-TPSGC 229\)](#) form for directors or owners. As part of the criminal records verification, persons may be

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required to provide fingerprints or further proof of identity to complete the verification process.

#### 4. Federal Contractors Program for Employment Equity - Certification

I, the Bidder/Respondent, 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/Respondent'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/Respondent certifies having no work force in Canada.

☐ A2. The Bidder/Respondent certifies being a public sector employer.

☐ A3. The Bidder/Respondent certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).

☐ A4. The Bidder/Respondent 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/Respondent has a combined workforce in Canada of 100 or more employees; and

☐ A5.1. The Bidder/Respondent certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

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( ) A5.2. The Bidder/Respondent 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/Respondent is not a Joint Venture.

**OR**

( ) B2. The Bidder/Respondent 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).

**Former Public Servants in Receipt of a Pension**

As per the definitions in the RFP, is the Bidder/Respondent or Bidder/Respondents Employee's a Federal Public Servant (FPS) in receipt of a pension? Yes ( ) No ( )

If so, the Bidder/Respondent must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

By providing this information, Bidder/Respondents agree that the successful Bidder/Respondent'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.

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## Annex D – Client Reference Forms

### CLIENT REFERENCE FORM – PROJECT/PROGRAM

Client reference to provide the following information for each project that is presented by the Respondent:	
Project Name / Description	
Describe the work performed by the Respondent on the project	
Describe the contracting method used for the project	
Project Details	
Project Location	
Project Size	
Describe the overall "scope" of the project	
Describe any significant "scope" changes during the project	
Contact Information and Testimonial	
Client reference's company name	
Client reference representative's name	
Client reference representative's title	
Client reference representative's telephone number	Area Code (____), Number ____ - ____
Client Reference Representative's Testimonial	I hereby certify the information provided in this client reference to be true and factual.  _____ <i>Signature</i> _____ <i>Date</i> _____
Respondent's company name	
Respondent representative's name	
Respondent representative's title	
Respondent representative's telephone number	Area Code (____), Number ____ - ____
Respondent Representative's Testimonial	I hereby certify the information provided in this client reference to be true and factual.  _____ <i>Signature</i> _____ <i>Date</i> _____

**Note to Respondent:** The information above must be provided for each of the projects submitted by the Respondent.

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### CLIENT REFERENCE FORM – KEY INDIVIDUALS

Client reference to provide the following information for each project that is presented by the Respondent:	
Key Individual Name	
Key Position	
Describe the work performed by the Key Individual on the project	
Describe the duration and stage of the project when the Key Individual provided services	
Project Details	
Project Location	
Project Size	
Describe the overall "scope" of the project	
Describe any significant "scope" changes during the project	
Original Completion Date	
Actual or Planned Completion Date	
If applicable, explain any discrepancy between original and actual/planned completion date	
<b>Contact Information and Testimonial</b>	
Client reference's company name	
Client reference representative's name	
Client reference representative's title	
Client reference representative's telephone number	Area Code (___), Number ___ - ___
Client Reference Representative's Testimonial	I hereby certify the information provided in this client reference to be true and factual.  _____ Signature Date
Respondent's company name	
Respondent representative's name	
Respondent representative's title	
Respondent representative's telephone number	Area Code (___), Number ___ - ___
Respondent Representative's Testimonial	I hereby certify the information provided in this client reference to be true and factual.  _____ Signature Date

**Note to Respondent:** The information above must be provided for each of the Key Individuals to be submitted by the Respondent.

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## Annex E – List of Directors

By submitting a Response, the Respondent certifies that the Respondent and its affiliates are in compliance with the provisions as stated in Annex A above.

The related documentation therein required will assist Canada in confirming that the certifications are true.

NOTE TO RESPONDENTS

WRITE DIRECTOR'S AND/OR OWNERS SURNAMES AND GIVEN NAMES

FIRM / ENTITY	NAME

*Note to Respondent: Add rows as required.*



## Annex F – Security Requirements

Respondents are advised that the following security requirements will form part of the RFP process and must be met at the RFP closing date, once established.

The Contractor 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). This contract includes access to controlled goods. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada.

The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

The Contractor personnel requiring access to CLASSIFIED NON RESTRICTED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET or CONFIDENTIAL, as required, granted or approved by CISD/PWGSC.

The Contractor personnel requiring access to CLASSIFIED RESTRICTED information, assets or sensitive work site(s) must be a citizen of Canada and must EACH hold a valid personnel security screening at the level of SECRET or CONFIDENTIAL, as required, granted or approved by CISD/PWGSC.

The Contractor personnel requiring access to COMSEC information/assets must be a Canadian citizen, hold a valid security clearance commensurate with the information/assets that will be accessed, have a need-to-know and have undergone a COMSEC briefing and signed a COMSEC Briefing certificate. Access by foreign nationals or resident aliens must be approved by the Head of IT Security Client Services at CSEC on a case-by-case basis.

The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

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

The Contractor must comply with the provisions of the:

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

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## **Annex G – Statement of Work**

The Statement of Work that is provided under separate cover is a draft document for information purposes only.

# **Request for Proposal for the Department of National Defence**

## **Annex G Statement of Work**

### **5 Wing Goose Bay Site Support Services**

### **Solicitation # W0123-15-CE01**

*There is a security and controlled goods requirement associated with this proposal.*