



Parks Canada **Parcs Canada**

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Parks Canada Agency
National Contracting Services
111 Water Street East
Cornwall, ON K6H 6S3**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Parks Canada Agency
We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefore.

Proposition à : Agence Parcs Canada
Nous offrons par la présente de vendre à sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

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

Title-Sujet	
Water Treatment System Upgrades – Trent Severn Waterway	
Solicitation No. - N° de l'invitation 5P300-17-5238	Date 2017 July 3
GETS Reference No. – N° de référence de SEAG NA	
Client Reference No. – N° de référence du client	
Solicitation Closes L'invitation prend fin at – à 02:00 PM on – le 2017 August 14	Time Zone Fuseau horaire - Eastern Standard Time (EST)
Address Inquiries to: - Adresser toute demande de renseignements à : Laura Lawson	
Telephone No. - N° de téléphone 613-938-5791	Fax No. – N° de FAX 866-246-6893
Destination of Goods, Services, and Construction: Destination des biens, services et construction : See herein	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur : Telephone No. - N° de téléphone : Facsimile No. - N° de télécopieur :	
Name and title of person authorized to sign on behalf of the Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
_____	_____
Name/Nom	Title/Titre
_____	_____
Signature	Date

April 2016 Medium Complexity Bid Solicitation and Resulting Contract Template (MC)

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

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

1.2 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 Trade Agreements

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).

PART 2 - BIDDER INSTRUCTIONS

2.1 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 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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Parks Canada Agency (PCA) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PCA (Parks Canada Agency) will not be accepted.

2.3 Former Public Servant

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

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 Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 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.

2.6 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 ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Optional Site Visit

It is recommended 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 Lock 36 Kirkfield Lift Lock, Kirkfield, Kawartha Lakes, ON on 2017 July 19. The site visit will begin at 11:00 EST.

Bidders are requested to communicate with the Contracting Authority no later than July 17, 2017 at 14:00 EST to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. 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

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copies)

Section III: Certifications (1 hard copies)

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

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

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

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

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

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

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See Annex [C] □ Evaluation Criteria

4.1.1.2 Point Rated Technical Criteria

See Annex [C] □ Evaluation Criteria

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

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 each technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract.

PART 5 □ CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions □ Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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 available at the bottom of the page of the *Employment and Social Development Canada (ESDC) - Labour's* website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The Work is to be performed during the period from Contract Award to October 31, 2018.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Laura Lowson
Title: Contracting Officer, National Contracting Services
Parks Canada Agency
Acquisitions Branch
Directorate: Chief Financial Officer Directorate
Address: 111 Water Street East, Cornwall, ON K6H 6S3

Telephone: 613-938-5791
Facsimile: 866-246-6893
E-mail address: laura.lowson@pc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is: ***(to be completed upon contract award)***

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

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

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

6.5.3 Contractor's Representative *(to be completed upon contract award)*

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be

reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B for a cost of \$ _____ (*to be completed upon contract award*). Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

6.7.3 Multiple Payments

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

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04), General Conditions □ Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, Insurance Requirements;
- (f) the Contractor's bid dated _____ *(to be completed upon contract award)*

6.12 Insurance

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

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

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

ANNEX "A"

STATEMENT OF WORK

Water Treatment System Upgrades □ Trent Severn Waterway

1.0 General Project Description

The Trent Severn Waterway is a 386 km National Historic Site of Canada located in Central Ontario and is part of the Ontario Waterways field unit. It transverses the province beginning at Lake Ontario in Trenton and continues to Georgian Bay at Port Severn. It consists of 44 lock sites: which include 2 flight lock; 2 lift locks; and one Marine Railway; 14 swing bridges, and 9 office/maintenance buildings open to the public and staff and all requiring potable water.

Of the 44 lock sites, 14 bridges, and 9 office/shop buildings that have water supply, 16 lock sites, 8 bridges and 6 buildings are on municipal service and are not part of this update and 2 bridges are associated with an accompanying lock. The remaining water systems, 27 lock sites, 6 bridges and 3 buildings are either surface supplied, drawn from the river or well systems classified as ground water under direct influence of surface water (GUDI) water sources. None of the current systems use regular chlorination as a permanent method to achieve potability.

This Statement of Work (SOW) aims at finding the best suited engineered design, water treatment system necessary to provide potable water to the identified building locations using the existing water supply be it well or from the canal.

The contract for this project requirement will be over a 2 year period.

Specific Description of Current Water Treatment Assets

Existing Water Supply and Treatment System of non-Municipal Serviced Locations

The present water supply varies at each location. There are 2 locations with drilled wells, and the remaining locations draw water directly from the reaches of the canal or by nearby dug wells. The system in each location is a stand-alone system. There is no communal treatment system and no bulk delivery of water.

Most of the lock station facilities contain a treatment system that include sand prefiltration, paper filter canisters, ultra filtration units and ultra violet lights. Most systems at the bridge locations only consist of paper filters, sand prefilter, and ultra violet. Chlorination is not part of a permanent practise although some locations will have fixtures where chorine can be added as a temporary cleaning method.

The current water systems, installed in 2005, at locks and buildings have similar installations with minimal variations. With an expected 7 year life cycle these units are nearing the end of their useful life expectancy. A typical set up is shown in Figure 1 below. Description of current system water source and classification is attached in Attachment A.

Current Issues

Chronically occurring issues include:

1. Over the past three years 20% of the ultra-filtration units have begun to fail. 7 have been replaced, however these units are now obsolete with parts availability becoming an ever increasing issue.
2. Overheating of the ultra-violet lights causes the systems to go into alarm mode and shut down.
3. Adverse water quality results at various locations for E. coli and Total coliform have also been of concern.
4. No flow meters within the current systems to monitor usage.

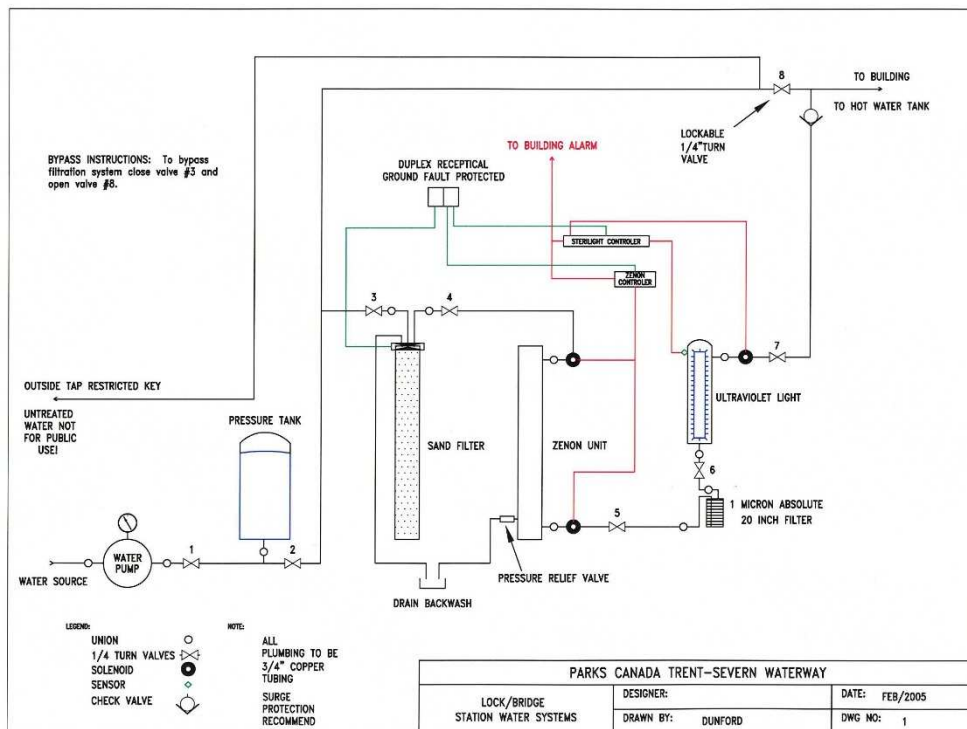


Figure 1
 Typical existing treatment system.

1.1 Existing Raw Water Characteristics

The Proponent will design a systems that will encounter GUDI sources. It is the Proponent's responsibility with logistic support from Parks Canada Agency to collect necessary information to make an informed proposal regarding each individual site. Treated water report data from the last three (3) years will be provided to the Proponents for each site to assist in the design of a system that provides the deliverables and use the information to offer a functional warranty. Assumptions made in terms of raw water should be clearly indicated by the Proponent in their proposal. Note: These readings will vary at different times of the year i.e temperature, water flow in the river, and other factors that influence the results. One sample may not be indicative of year round raw water quality. Results for Chemical Analysis Tables A and B are available in Attachment C.

2.0 Operation and Maintenance of Existing Drinking Water Assets

The present systems are maintained by trained Parks Canada personnel. The systems typically are in operation 6-7 months of the year. Start up and Shut down is completed every spring and fall. Samples are collected by Operating staff and transported to the testing laboratory.

2.1 General Scope of Work

The scope of work includes the raw water sampling, engineered design, fabrication, supply, installation, commissioning (including passing three consecutive water tests), start-up and documentation of individual point-of-entry water treatment systems (design-build), including all necessary equipment, components and sub-components necessary to meet the drinking water needs prioritized by Parks Canada to be installed over a two year period. Existing systems and priority of replacement are listed in Attachment A. Parks Canada Agency, requires cost effective, easy to operate, reliable point of entry water treatment systems that will meet all mandatory and rated requirements that have been outlined in this document. The Proponent is asked to also consider simple and robust solutions requiring minimal operations and maintenance.

The point-of-entry water treatment systems shall be located inside each building. It will be connected to the existing raw water supply from each water source and supply treated water to the public and Parks

personnel of the buildings being serviced. The Proponent must ensure minimal downtime to existing services during installation of new equipment. Any obsolete equipment, including UV filters and lights, point-of-use treatment systems, etc. shall be separated, disabled, removed and disposed of upon being decommissioned. The Proponent is responsible to take and record existing pump name plate information for each location and determine if it can be reused with the new water system in order to meet actual water capacity. Any functioning pumps that need to be replaced will be returned to Parks Canada.

Although Sections 3.1.1 to 3.1.15 further describe the scope of work, proponents are encouraged to consider innovative solutions for the potable water treatment on the Trent Severn Waterway

Point of Entry Water Treatment System

The main scope of the works includes the supply of all necessary equipment and materials to produce potable water to 36 individual locations along the Waterway over a 2-year installation program. (refer to Attachment A and B for priorities and locations).

The point-of-entry systems shall be designed to treat the variety of raw water quality from the individual water sources to meet the requirements of the Potable Water Guidelines and Standards for Parks Canada Agency.

(https://buyandsell.gc.ca/cds/public/2015/02/16/18eaad7202dcf6b1303a133a227e2863/potable_water_guidelines_and_standards.pdf)

The installed treatment capacity and delivery of treated water to the buildings shall be such that it meets the maximum day demand or peak flow as determined by the Proponent. The Proponent is to base the sizing of the POE units on four (4) drinking water system classifications i.e. micro, small, medium and large as outlined in the *Potable Water Guidelines and Standards for Parks Canada* based on daily number of visitors to each facility. A micro system has a daily flow of less than 3,000 litres per day for 95% of the operational time. A small system has a daily flow rate between 3,000-60,000 litres for 95% of the operational time. These flow rates are based on 120 litres per person per day which is equivalent to the following daily populations. All of the Trent Severn Waterway are micro (<25 people) to small (25-500 people) systems.

The Proponent will also supply and install a flow meter on each system in order to capture and record the following information locally, the rate measurement and totalization of daily flow rates in addition to daily minimum and maximum flow rates.

The treatment system shall produce water that will meet the quality requirements outlined in the Potable Water Guidelines and Standards for Parks Canada Agency.

GUDI, Ground Water under Direct Influence of Surface Water sources shall require a minimum of 2 log cryptosporidium removal/inactivation, 3 log giardia removal/inactivation and 4 log virus removal/inactivation by chemically assisted filtration or equivalent. As per O.Reg 170/03, Schedule 3, chlorination is not a suitable form of treatment for Point-of-Entry systems.

All materials that come in contact with water (leaching of contaminants) within the system shall meet all applicable standards set by AWWA and ANSI safety criteria standards □NSF/ANSI 60 □ 2016 Drinking Water Treatment Chemicals □ Health Effects□ and □NSF/ANSI 61-2016 Drinking Water System Components □ Health Effects□.

Systems shall be located inside each building facility therefore sampling taps (i.e. test port) must be incorporated into the design system. A minimum of two locations are required: prior to treatment and after treatment. Process waste will be connected to the existing on site infrastructure.

2.1.1 Water System Alarm

The Point of Entry (POE) system shall include an alarm (i.e. light) that will activate indicating a fault in the system has occurred and requires service.

2.1.2 Maintenance Schedule/Plan, Spare Parts and Consumable Materials

The Proponent is to include the supply of one-year of spare parts kit (e.g., gaskets, etc.) and consumable materials (e.g., cartridges, UV lamps and sleeves, etc) for each location. A list of spare parts and consumables must be provided in the proposals. Explanations on the nature of the spares and consumables and of their importance to the process and well-functioning of the system are also to be provided in proponents' proposals. Expected availability as well as lead time for parts and consumable materials delivery shall also be indicated in the proposals.

2.1.3 Specialized Tools and Test Equipment

If applicable, one complete set of specialized tools that are beyond those of a normal tradesman's tool kit shall be included in the scope. In addition, three year's supply of the test equipment to allow routine testing and testing during maintenance shall be included in the scope. Examples of specialized tools might include connector keys (e.g., Camlocks, cartridge filter wrenches). These specialized tools and test equipment items shall be listed in the proposal and included in the firm fixed price.

2.1.4 Coordination of Site Work

The Proponent shall coordinate site work with Parks Canada staff

Pre-installation site visit □ The Proponent, within a minimum of one week of the planned installation, shall conduct a pre-installation site visit with the Departmental Representative. The intent is to provide an overview of the installation, discuss timelines, and communicate to the staff the level of disruption necessary.

Service disruptions are to be kept to a minimum. Should work take place during the operating season, temporary potable water supply must be provided to the building during any period of time when the existing or new system is offline, as per the Health Canada and World Health Organization guidelines

2.1.5 Installation of Point of Entry System

Installation of the point-of-entry systems is the sole responsibility of the Proponent and placement of the proposed system will be verified during the pre-site meeting. The POE will be a fixture unit, within the building.

The location of the POE systems may vary from building to building, therefore the Proponent must be willing to coordinate a piping arrangement suitable to device requirements and staff requirements. All plumbing components must meet CSA, NFS standards approved in the Province of Ontario. All water lines are to be copper. Standardization of POE systems across the waterway is preferred but will be determined at a minimum by water quality and daily use criteria.

2.1.6 New Components for Existing Water Source Infrastructure

The Proponent will provide any new components necessary to attach to the existing water intake lines and be sized to provide the performance necessary for the POE treatment system to operate.

2.1.7 Commissioning and Start Up

Commissioning and Start-Up is the responsibility of the Proponent. The Proponent shall produce a Training Manual, Maintenance Manual with bill of materials (BOM), Commissioning Manual/Plan including a commissioning checklist indicating all required checkpoints and data recording (water test, pressure, max and minimum flow capacity) The check list will be signed by the Proponent and Departmental Representative; and a Schedule for submission to the Departmental Representative two weeks in advance of commissioning the first system. Departmental Representative to be given 48 hour notice for commissioning of each subsequent system

2.1.8 Site Preparation and Site Restoration

The sites must be returned to previous or better conditions. In particular, all materials and debris must be removed from the Owner's property, including gravel and other base materials and any damages caused to existing assets must be repaired. The Departmental Representative will be taking pictures and/or videos of the site before on-site activities begin. Any hydrocarbon or other chemical spills must be completely removed as per local rules and regulations. A site inspection will be conducted following clean-up and restoration work jointly with the Departmental Representative to obtain release from the Contracting.

2.1.9 Decommissioning of Existing Assets

Contractors will be asked to decommission all existing assets which have been elected not to be used as part of the individual facility's drinking water system. This includes existing point-of-use treatment systems, etc. Equipment and other assets are to be provided to Parks Canada, or disposed of if not accepted. Treatment units shall only be taken out of service upon the successful commissioning of the new point-of-entry systems.

The Proponent will create a record of the decommissioned assets for each facility, listing at the minimum the make, model for each treatment unit removed including photographs of the system prior to its removal. This record is to be provided to the Departmental Representative.

2.1.10 Documentation

The Proponent shall provide sufficient technical data and associated instructions to allow the effective in-service operation and maintenance of the equipment by the Owner's personnel. As a minimum, the documentation to be supplied as part of the scope of work includes:

- An Operation and Maintenance (O&M) Manual for each distinct system
- A Monitoring and Recording Manual for each distinct system.
- A Quality Assurance / Quality Control (Q/A/QC) Plan for each distinct system.
- A start-up and commissioning plan.
- A Process Flow Diagram (PFD) i.e.: from the well to the outlet of the treated water from the POE system, a Piping and Instrumentation Diagram (P&ID), General Arrangement (GA) Drawings.
- As-Built drawings, including, but not limited to: Electrical and Control Panel drawings and wiring connection diagrams.
- Data sheets, materials certifications and illustrated parts diagrams.
- Design calculations (mechanical, civil and process).
- List price, lead time and availability of spare-parts, consumables, and availability of specialized tools and test equipment.
- Three (3) packing lists per shipment.
- From award of Contract until completion of commissioning, a Project Schedule updated every two weeks.
- Original Warranties from Equipment Manufacturers for each piece of equipment supplied (e.g., for the UV light unit etc.).
- A Certificate of Completion and Conformance to be presented for signature by the Departmental Representative upon successful completion of on-site installation.
- A Final Acceptance Certificate to be presented for signature by the Departmental Representative upon successful completion of start-up and commissioning.

Drawings, the functional specification and design calculations shall be signed and sealed by a Professional Engineer prior to each installation.

The documents shall be delivered in outline during the final pre-shipping factory inspection and in completed draft during Commissioning and Acceptance. Final documents shall include the following:

- a) Master document in fully editable MS Format and .dwg format (as applicable) delivered as a DVD. Drawings will be generated and distributed following the PWGSC National CADD standard in the

format using layering and file protocols as prescribed in the □Doing Business with A&E, PWGSC Ontario Region <http://www.tpsgc-pwgsc.gc.ca/biens-property/cdao-cadd/index-eng.html>

b) 3 x protected copies (.pdf or equivalent) delivered as a DVD.

c) 3 x hard copies suitably bound for long term workshop use.

A separate set of as-built drawings in larger format shall accompany the operations and maintenance manuals on delivery.

2.1.11 Maintenance

The scope under this item includes

- The annual start up and shut down of water systems 2 weeks prior to the navigation season and after the close of navigation season. (Individual locations may require extended □in service□ duration dependent on building and lock maintenance programs in any given year.)
- Proponents are required to complete the required water sampling and analysis services for all locations identified in Attachment B for any service work performed on a system.
- The Proponent will compile a written record of all service calls by location. A copy of the record will be kept at each location and an electronic copy forwarded to Parks Canada, Trent-Severn Waterway head office. Information required on any service call shall include but not necessarily limited to:
 - Location
 - Date of service interruption
 - Date(s) of service response and resolution
 - Full description of service call ie reason for service, corrective actions taken, components replaced etc
 - All retesting results
 - Time and date back in service

2.1.12 Warranty

The Proponent shall warranty all goods, services and systems to provide a functioning system that provides treated water to the quality stated in the scope of work. The warranty period will be a minimum of twelve (12) months after commissioning and acceptance of the Work or the length of the Proponent's or manufacturer's standard warranty period, whichever is longer. Warranty will be staged to coincide with multiyear installation program. In particular:

2.1.12.1 Warranty period of twelve (12) months from commissioning and acceptance.

2.1.12.2 All new pumps will have a minimum warranty of twenty-four (24) months from commissioning and acceptance.

2.1.12.3 All plumbing components and connections shall remain water tight and fit for use with a warranty period of twenty-four (24) months from commissioning and acceptance.

2.1.12.4 Original Equipment Manufacturer Warranties (e.g., pumps, UV-light unit, etc.) will apply if longer than the periods specified in paragraphs 2.1.12.1 to 2.1.12.3.

All costs to rectify warranty issue shall be the responsibility of the Proponent. Common consumables are understood not to be covered by the mechanical warranty.

2.1.13 Functional Warranty

The water produced by the system shall meet all requirements of the *Potable Water Guidelines and Standards for Parks Canada*.

The quantity of water produced shall be sufficient to meet the needs of Parks Canada Trent Severn Waterway. Proponents are to state in their proposals the design assumptions used. Acceptance of the Work will include verification of actual production rates against capacity as stated in Proponents' proposals.

2.2 Acts Regulations, Codes, Standards, Guidelines, Policies and Protocols

Without limitations, the following particular Canadian Acts apply to this project:

1. *Canadian Environmental Protection Act*
2. *Occupational Health and Safety Act*
3. *Hazardous Products Act*
4. Drinking Water Systems Regulation O. Reg. 170/03 and Drinking Water Quality Standards Regulations O. Reg 169/03 made under the Safe Drinking Water Act
5. *Potable Water Guidelines and Standards for Parks Canada*
6. *HC's Guidelines for Canadian Drinking Water Quality*

Proponents will be required to perform the duties of the work in accordance with but not limited to the following Acts

7. Canadian Building Code
8. Canadian Fire Code
9. Canada Labour Code
10. Ontario Labour Code
11. Canadian Electrical Code C22.1-15 part I (23rd edition)

2.3 Schedule

The Proponent will complete all work by October 31, 2018 and provide an indicative schedule in the submission and update this schedule as soon as possible following the award of the contract. Once reviewed and agreed by the Departmental Representative, this schedule will function as the baseline schedule. For planning purposes 50% of the systems will be installed and commissioned from April 1, 2017 to October 31, 2017. The remaining 50% of the systems will be installed and commissioned from April 1, 2018 to October 31, 2018. If either the Proponent or Parks Canada proposes an accelerated schedule in the first year it will be at the sole discretion of the Department Representative of Parks Canada. Refer to Attachment A for the priority sites to be completed in 2017.

2.3.1 Weekly Report

The Proponent will provide a weekly report via email by the close of business on each Friday following the issuance of a contract detailing

- 2.3.1.1 List of activities for the past week and the status of their progress;
- 2.3.1.2 Milestones from the project schedule that had been expected to be completed that week;
- 2.3.1.3 Progress against those milestones;
- 2.3.1.4 Reasons for deviation from the original plan, if applicable;
- 2.3.1.5 Corrective measures to be taken to return the project to its original track;
- 2.3.1.6 Overall comments from the Project Manager.

2.3.2 Progress Meetings

The Proponent will be required to attend tri-weekly progress meetings at 2155 Ashburnham Drive, Peterborough, ON, K9L 1P8 or as determined by the Departmental Representative.

2.4 Quality Assurance and Quality Control (QA/QC)

2.4.1 QA/QC Plan

The Proponent will establish a Quality Assurance and Quality Control Plan for this project. The Proponent will make reference to this QA/QC plan in their proposal and will outline the key events and processes that they intend to use to assure quality. The process will include the assembly of goods, factory or workshop processes, installation, documentation, spare parts provision, specialized tools and test equipment provision and the delivery of training.

The Proponent will be expected to present QA/QC updates during and at completion of (pre-shipment) manufacturing, upon completion of on-site installation, and upon completion of commissioning, startup & acceptance. The Departmental Representative and Contracting Authority reserve the right to inspect the Proponent's Work any time for the duration of the Contract.

2.4.2 Testing, Verification and Quality Inspections (QI)

2.4.2.1 General

Prior to shipment of any fabricated items, a "factory test" will occur. Testing will also occur on site during installation. Upon completion of the entire system commissioning, acceptance tests will occur. The Proponent shall propose a test program as part of the Project Schedule and QA/QC Plan.

2.4.2.2 Verification of Documentation as listed in Section 2.1.10-Documentation

Following release of the purchase order, the Proponent will develop the Documentation as listed in Section 2.1.10. at the 66% , 99% and 100% for each location, for review partial review based on the Proponent's schedule.

2.4.2.3 "Factory Tests" and Quality Inspections □

Where necessary, "Factory Tests", likely at a Proponent's or sub Proponent's fabrication centre, shall take place prior to shipment of major components, typically after the fabrication of the first main component. These "tests" shall confirm conformance of the goods with documentation and, to the extent possible, contractual requirements. As part of its deliverables, the Proponent will be responsible for providing evidence of the results obtained during factory tests and Quality Inspections to the Departmental Representative. The Departmental Representative reserves the right to inspect the Proponent's Work any time for the duration of the Contract. Factory tests shall allow for practical inspections of the equipment when eventual changes to the Work are still possible. As well as proposing these tests in their schedule and QA/QC Plan, the Proponent must confirm the tests with the Owner, preferably 2 weeks in advance but as soon as practically possible.

2.4.2.4 Visual Inspections

The functionality of all pieces of equipment supplied shall be demonstrated on site in the presence of the Owner's representative.

2.4.2.5 Commissioning and Final Acceptance □

The entire system will be demonstrated in the presence of the Parks Canada staff, members of the team who have completed the training, and the Departmental Representative. Each part of the system will be verified as being functional as designed and the system proven to meet the requirements of the Process Warranty as outlined in Section 2.1.13 - "Functional Warranty". Prior to granting substantial performance (Final Acceptance) the Proponent must demonstrate that each Point-of-Entry system has passed the specified performance testing.

Performance Test:

- 1) A stop-start test of the system must be demonstrated with no impact to the any of the system's operations.

- 2) Potable water samples meeting the water quality as defined by the Functional Warranty proven by 3 samples within the first 24 hours of operation is the responsibility and cost of the Proponent.
- 3) The performance test shall include uninterrupted operation of the system at the Proponent's specified peak flow rate for a period of 2 hours at least three times.
- 4) Any interruption (□stop of the water flow□) of the performance test during normal operation, including unsatisfactory water quality results, shall require a repeated test.
- 5) The system shall demonstrate the ability to automatically shut off any flow of potentially untreated water into the building (i.e.: in the event a UV unit is no longer **capable of delivering the minimum intensity, the solenoid device shall activate and** shut down the POE system).

ANNEX "B"**BASIS OF PAYMENT**

Bidders must provide pricing in the format specified in this Annex B □ Basis of Payment. Failure to provide prices in the format specified will render the quotation non-responsive.

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices (including but not limited to all labour, materials, travel and disbursements), as specified below.

Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is extra, if applicable. The quotation is to be in **Canadian dollars**.

Item No.	Description / Standard Number and Name	Estimated Quantity	Unit Price per System	Extended Price
Contract Period from				
1.	Water Treatment System - Micro System (including but not limited to all labour, materials, installation, travel and disbursements, mobilization and demobilization)	9	\$	\$
2.	Water Treatment System - Small System (including but not limited to all labour, materials, installation, travel and disbursements, mobilization and demobilization)	27	\$	\$
Maintenance (as required)				
Item No.	Description	Estimated Hours	Hourly Rate	Extended Price
3.	Year 1 □ new installs and remaining existing systems	125	\$	\$
4.	Year 2 □ new installs and remaining existing systems	125	\$	\$
5.	Service Call Flat Rate	Hourly Rate		\$

ANNEX "B"

BASIS OF PAYMENT (Page 2 of 2)

Breakdown to be used in Life Cycle Cost Evaluation of R3

Contractor must provide all the information requested below to allow Parks Canada to complete a 20 year

	Hourly rate	\$	
	Service call out (flat rate)	\$	
1	Initial cost of equipment		\$
2	Cost of commissioning		\$
	• includes installation, travel, etc		
3	Cost of annual consumables (membranes/filters/cartridge/uv lights replacements)		\$
	• Provide list of consumable items and their costs	List	
	• Provide Frequency of replacement ie. x times /year	#	
4	Estimated energy usage per year in Kw/hour		
5	Estimated annual maintenance costs		\$
	• Include all travel (flat rate call out), materials and equipment	\$	
	• hourly rate x assume 250 hrs per year	\$	
6	Estimated major replacement recapitalization		\$
	• Provide List component(s) and cost	List	
	• State year(s) of recapitalization (year 1-20)	Yr-	
7	Residual value of equipment		\$

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ _

Facsimile: ____ _

E-mail address: _____

ANNEX □ C□

EVALUATION CRITERIA

Mandatory Criteria

Proposals will be evaluated in accordance with the mandatory requirements as detailed herein. Bidders are instructed to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the Evaluation Team. Proposals failing to adequately respond to the mandatory requirements will be excluded from further consideration.

The information provided by the Supplier in their response will be assessed according to the following mandatory criteria:

Mandatory Criteria	Met	Not Met	Comments	preparation instructions
M1. Offeror company must have been in business of supplying commercial water systems for minimum 5 yrs				Offeror must demonstrate that the Offeror has been in business of providing and installing maintaining water treatment systems for minimum of 5 years
M2. Project Manager must have minimum 5 yrs experience				Project manager must demonstrate minimum of years of installation and servicing.
M3. System designed by P.Eng and meet the performance criteria				Show certification of equipment that complies with ANSI/NSF standards and procedures to treat raw water to meet PCA standards, 2 log removal/inactivation of Cryptosporidium oocysts, 3 log removal/inactivation Giardia cysts, ≥ 4 log removal/inactivation of viruses

Rated Criteria

The information provided by the Supplier in this response will be assessed according to the following rated criteria:

Technical Criteria	Maximum Pts	Required Minimum Pts	Score	Preparer Instructions
<p>RT1 Proposed approach and methodology</p> <p>No warranty met = 0 points Partial warranty = 5 points Meets all warranty criteria per RFP = 30 Exceeds warranty criteria = 40 points</p>	40	30		<p>Proponent must clearly demonstrate all Equipment and components meet warranty and redundancy requirements of the RFP.</p> <p>a) Provide a list of components and their associated warranties.</p>
<p>RT2 Contractor Experience</p> <p>Contractor experience items a-d. scoring</p> <p>Less than 1 = 0 points 1-2 = 5pts 3-5 = 10 points Greater than 5 = 15 points</p>	15	10		<p>Contractor must demonstrate, complete with references, the Company has had similar contracts equal or greater than \$400.000 value.</p> <p>Each project should include</p> <p>a) services provided by contractor;</p> <p>b) period of the service including start and end dates;</p> <p>c) name of client organization;</p> <p>d) reference contact name for the client organization, along with email address and/or phone number.</p>

Price Points	Maximum Pts	Required Minimum Pts	Score	Preparer Instructions
<p>RT3 20 yr life Cycle Capital cost and Service contract</p> <p>Prorated on the lowest LCC: Lowest Responsive LCC x 40 / Bid LCC</p>	40	30		<p>The costs the Contractor provides in the separate financial envelope (See Annex B) will be used by Parks Canada to perform a 20 year life cycle analysis in conjunction with the submitted Year 1 and Year 2 maintenance costs</p> <p>The following information for the system proposed will be used in determining the LCC.</p> <ol style="list-style-type: none"> 1) Initial capital cost 2) Cost of commissioning 3) Cost of Annual Consumables 4) Year 1 and Year 2 maintenance costs 5) Annual Energy Usage 6) Cost recaptalization and major repairs 7) Residual Value

ANNEX "D"

INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

