



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier/11,rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (613) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

<b>Title - Sujet</b> Furniture and Equipment	
<b>Solicitation No. - N° de l'invitation</b> EP758-180822/A	<b>Date</b> 2017-09-13
<b>Client Reference No. - N° de référence du client</b> EP758-180822	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PPS-013-26437	
<b>File No. - N° de dossier</b> 013pps.EP758-180822	<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 2017-10-25</b>	
<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Stone, Caitlin	<b>Buyer Id - Id de l'acheteur</b> 013pps
<b>Telephone No. - N° de téléphone</b> (613) 302-1235 ( )	<b>FAX No. - N° de FAX</b> (613) 990-4447
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PWGSC National Capital Area Phase III, Place du Portage 11 Laurier Street Gatineau, QC K1A 0S5	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Parliamentary Precinct Division/Acquisitions de la Cité  
parlementaire  
222 Queen Street / 222, rue Queen  
Ottawa  
Ontario  
K1A 0S5

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

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EP758-180822

Amd. No. - N° de la modif.  
File No. - N° du dossier  
013pps.EP758-180822

Buyer ID - Id de l'acheteur  
013pps  
CCC No./N° CCC - FMS No./N° VME

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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### 1.2 Statement of Work

The requirement is detailed under Article 6.2 of the resulting contract clauses. The requirement has been sub-divided into the following packages:

CA03 – SEATING  
CA03.1 – SEPARATE SEATING  
CA04 – SOFT SEATING  
CA05 – TABLES  
CA06 – LIBRARY FURNITURE  
CA07 – PRINTING & POSTAL  
CA08 - APPLIANCES & LAUNDRY  
CA09 – HEALTH & SAFETY  
CA10 – HOUSEKEEPING & JANITORIAL  
CA11 – VISUAL AIDS & CREDENZA  
CA12 – LOCKERS, BENCHES & CARTS

Bidders have the option to bid on any or all package(s) in Annex A.1 Building Components Lists, any or all item(s), or a combination of packages(s) and item(s). The basis of evaluation consists of two (2) stages. In Stage 1, all responsive bids for packages will be evaluated first. If there are at least two responsive bids for a package, the responsive bid with the lowest evaluated price by package will be recommended for award of a contract.

If there is only one responsive bid or no responsive bids for an entire package, the Stage 2 evaluation will be performed. In Stage 2 responsive bids for each item will be evaluated individually. The responsive bid(s) with the lowest evaluated price by item will be recommended for award of a contract.

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.4 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 Canadian Free Trade Agreement (CFTA).

## 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) (<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.

"The 2003 document is amended as follows:

- Section 5, entitled Submission of bids, is amended as follows:
  - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
  - subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) in the bid solicitation or to the specified address in the bid solicitation;"
  - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
  - Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

- Section 6, entitled Late bids, is deleted entirely and replaced with the following: "For bids submitted using means other than the epost Connect service, PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids."
- Section 07, entitled Delayed bids, is amended as follows:
  - Subsection 1 is amended to add the following paragraph:  
"or, d. a CPC epost Connect service date and time indicator."
- Section 8, entitled Transmission by facsimile, is amended as follows:
  - the title is deleted and replaced with the following title: "Transmission by facsimile or epost Connect"
  - subsection 3 is deleted entirely and replaced with the following: "A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."
  - Subsection 4, entitled epost Connect, is added and includes the following:
    - "ePost Connect

- a. Unless specified otherwise in the solicitation, bids may be submitted by epost Connect service
- b. To submit a bid using epost Connect service the Bidder must send an email to PWGSC Bid Receiving Unit in Headquarters (TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca) requesting to open an epost Connect conversation at least six business days prior to the bid solicitation closing date unless the Bidder is using its own licensing agreement to epost Connect with Canada Post Corporation to send its bid. Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the bid solicitation closing date and time. Requests received after that time may not be answered.
- c. The solicitation number must be identified in the description field of all electronic transfers.
- d. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
- e. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
  - i. receipt of a garbled or incomplete bid;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;
  - vii. security of bid data; or
  - viii. inability to create an electronic conversation through the epost Connect service.
- f. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."

### 2.1.1 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - a. designates the brand name, model and/or part number of the substitute product and its component code;
  - b. states that the substitute product is fully interchangeable with the item specified;
  - c. provides complete specifications and descriptive literature for each substitute product;
  - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

## **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada's Bid Receiving Unit or through the epost Connect service provided by Canada Post Corporation by the date and time indicated on page 1 of the bid solicitation. Bidders should consult section 08 of Standard Instructions 2003, as detailed in the above article entitled Standard Instructions, Clauses and Conditions.

## **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

## **2.4 Applicable Laws**

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

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

#### **3.1.1 Electronic Bid Submission**

If the Bidder chooses to submit their bids electronically, Canada requests that Bidders provide their bid in accordance with PART 2 - BIDDER INSTRUCTIONS, 2.1 Standard Instructions, Clauses and Conditions, Section 8, Subsection 4.

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

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

#### **3.1.2 Traditional Bid Submission**

If the Bidder chooses to submit their bids using the traditional method, Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies and 1 soft copy on CD or USB)

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

Section III: Certifications (1 hard copy and 1 soft copy on CD or USB)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

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

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

**Section I: Technical Bid**

In their technical bid, Bidders should 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 Financial Bid Presentation Sheet in Appendix ii. The total amount of Applicable Taxes must be shown separately.

**3.1.1 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

**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 and Tiree Facility Solutions Inc. will evaluate the bids.

#### **4.1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Appendix i - Technical Evaluation Criteria. Bidders MUST respond to the mandatory evaluation criteria in their Technical Bids. Bidders SHOULD respond to the rated evaluation criteria in their Technical Bids. Bidders should use Appendix i to indicate where in their bid the evaluation criteria may be found (for example, referencing the appropriate page number).

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

Mandatory financial evaluation criteria are included in Appendix ii, "Financial Bid Presentation Sheet". Bidders MUST complete the pricing tables found in Appendix ii, "Financial Bid Presentation Sheet"

##### **4.1.2.2 Evaluation of Price**

1. The price of the bid will be evaluated as follows:
  - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - b. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

## 4.2 Basis of Selection

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

4.2.2 There will be two (2) stages of selection: Stage 1 - By Package and Stage 2 - By Item.

Stage 1 - By Package: All responsive bids for an entire package(s) will be evaluated first. The responsive bid with the lowest evaluated price by package will be recommended for award of a contract.

If there are either no responsive bids or only one response bid for an entire package, Stage 2 evaluation, below, will be performed for the items within that package.

Stage 2 - By Item: All responsive bids for individual items will be evaluated by item. The responsive bid with the lowest evaluated price by item will be recommended for award of a contract.

4.2.3 If a Bidder is recommended for award of contract more than once, a single contract will be awarded.

4.2.4 In an event of a tie, a mutually agreed selection methodology will be determined (e.g. coin toss).

4.2.5 For the purposes of determining the evaluated prices for each package and item, the optional goods and services are excluded.

4.2.6 Below is an example of the basis of selection process.

**Table 1**

Requirement		Quantity	Firm Unit Prices		
			Bidder 1	Bidder 2	Bidder 3
Package A	Refrigerator	1	\$100	\$150	\$200
	Water Dispenser	2	\$50	\$45	\$35
	Microwave	3	\$25	\$20	\$30
Package B	Chair	1	\$50	\$70	\$200
	Table	2	\$100	\$90	\$50
Package C	Air Blower	1	\$200	\$200	\$200
	Air Compressor	2	\$100	Did not Bid	\$135
	Escalator Cleaner	3	\$60	\$55	\$50
	Drill Press	4	Did not bid	\$50	Did not bid
	Floor Mats	5	Did not bid	\$25	\$20
Package D	Metal Cabinet	1	\$20	\$15	Did not bid
	Metal Drawer	1	\$30	Did not bid	\$25

Notes: 1) All bidders met the technical and financial evaluation criteria. All prices include the Contractor's Representative, the Site Supervisor, the supply, delivery, installation and the customs duties and excise taxes.

2) For Packages A and B, all Bidders submitted bids.

- 3) For Package D, only Bidder 1 submitted a bid.  
 4) For Package C, all Packages submitted prices per item only. None of the Bidders submitted prices for all the items within the package.

**Table 2a - Stage 1 Evaluation: Package A**

Requirement		Quantity	Bidder 1		Bidder 2		Bidder 3		
Package A			Firm Unit Price	Extended Price	Firm Unit Price	Extended Price	Firm Unit Price	Extended Price	
	Refrigerator	1	\$100	\$100	\$150	\$150	\$200	\$200	
	Water Dispenser	2	\$50	\$100	\$45	\$90	\$35	\$70	
	Microwave	3	\$25	\$75	\$20	\$60	\$30	\$90	
	Bidders Evaluated Price			\$275		\$300		\$360	
	Ranking			1 <sup>st</sup>		2 <sup>nd</sup>		3 <sup>rd</sup>	

Bidder 1 has the lowest evaluated price. Therefore, Bidder 1 will be recommended for award of contract for Package A.

**Table 2b - Stage 1 Evaluation: Package B**

Requirement		Quantity	Bidder 1		Bidder 2		Bidder 3		
Package B			Firm Unit Price	Extended Price	Firm Unit Price	Extended Price	Firm Unit Price	Extended Price	
	Chair	1	\$50	\$50	\$70	\$70	\$200	\$200	
	Table	2	\$100	\$200	\$90	\$180	\$50	\$100	
	Bidders Evaluated Price			\$250		\$250		\$300	
	Ranking			1 <sup>st</sup>		1 <sup>st</sup>		2 <sup>nd</sup>	

Both Bidders, 1 and 2, have the lowest evaluated price. The Contracting Authority and both Bidders has mutual agreed to determine the successful Bidder through a coin toss. The winner of the coin toss will be recommended for award of contract for Package B. For example purposes, Bidder 2 is the successful Bidder.

**Table 2c - Stage 1 Evaluation: Package C**

Requirement		Quantity	Bidder 1		Bidder 2		Bidder 3		
Package C			Firm Unit Price	Extended Price	Firm Unit Price	Extended Price	Firm Unit Price	Extended Price	
	Air Blower	1	\$200	\$200	\$200	\$200	\$200	\$200	
	Bidders Evaluated Price			\$200		\$200		\$200	
	Air Compressor	2	\$100	\$200	Did not bid		\$135	\$270	
	Bidders Evaluated Price			\$200 (1 <sup>st</sup> )		Did not bid		\$270	
	Escalator Cleaner	3	\$60	\$180	\$55	\$165	\$50	\$150	
	Bidders Evaluated			\$180		\$165		\$150 (1 <sup>st</sup> )	

	Price					
	Drill Press	4	Did not bid	\$50	\$200	Did not bid
	Bidders` Evaluated Price		Did not bid	\$200 (1 <sup>st</sup> )		Did not bid
	Floor Mats	5	Did not bid	\$25	\$125	\$20   \$100
	Bidders` Evaluated Price		Did not bid	\$125		\$100 (1 <sup>st</sup> )

Since no responsive bids were received for Package C, Stage 2 - By Item evaluation will be performed.

The following Bidders have the lowest evaluated prices. Therefore, each Bidder will be recommended for award of contract for the specific item.

**Air Blower:** All Bidders have the same prices. The Contracting Authority and all Bidders have mutually agreed to determine the successful Bidder through a coin toss. The winner of the coin toss will be recommended for award of contract for this item. For example purposes, Bidder 2 is the successful Bidder

**Air Compressor:** Bidder 1 has the lowest evaluated price. Therefore, Bidder 1 will be recommended for award of contract for this item.

**Escalator Cleaner:** Bidder 3 has the lowest evaluated price. Therefore, Bidder 3 will be recommended for award of contract for this item.

**Drill Press:** Bidder 2 is the sole responsive bid for this item. Therefore, Bidder 2 will be recommended for award of contract for this item.

**Floor Mats:** Bidder 3 has the lowest evaluated price. Therefore, Bidder 3 will be recommended for award of contract for this item.

**Table 2d - Stage 1 Evaluation: Package D**

Requirement	Quantity	Bidder 1		Bidder 2		Bidder 3	
		Firm Unit Price	Extended Price	Firm Unit Price	Extended Price	Firm Unit Price	Extended Price
Package D							
Metal Cabinet	1	\$20	\$20	\$15	\$15	Did not bid	
Metal Drawer	1	\$30	\$30	Did not bid		\$25	\$25
Bidders Evaluated Price		\$50					
Ranking		1 <sup>st</sup>					

Bidder 1 is the sole responsive bid for Package D. Therefore, Bidder 1 will be recommended for award of contract for Package D.

Contract award summary for above example  
 The following is the summary of evaluation based on above example.

Bidder 1 will be awarded a single contract for the following: Package A, D, and for the Air Compressor (under Package C)  
 Bidder 2 will be awarded a single contract for the following: Package B and for the Air Blower and Drill Press (under Package C)

Solicitation No. - N° de l'invitation

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EP758-180822

Amd. No. - N° de la modif.

File No. - N° du dossier  
013pps.EP758-180822

Buyer ID - Id de l'acheteur

013pps

CCC No./N° CCC - FMS No./N° VME

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Bidder 3 will be awarded a single contract for the following:

For the Escalator Cleaner and Floor  
Mats (under Package C)

## 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 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.

#### 5.1.1 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.

#### 5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](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.

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

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

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## 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 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

1. The Contractor/Offeror personnel requiring access to secure work site(s) must, at all times during the performance of the Contract/Standing Offer, EACH hold a valid SITE ACCESS Clearance, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror must comply with the provisions of the *Security Requirements Check List* and security guide (if applicable), attached at Annex C.

### 6.2 Statement of Work

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

#### 6.2.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, up to 20% of the contract value or a quantity of one (1), services or both described at Annex "A" Statement of Requirement of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### 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) (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

[2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to July 15, 2018 inclusive.

#### 6.4.2 Delivery Date

All the deliverables must be received on or before June 15, 2018.

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### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Caitlin Stone  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch

Telephone: 613-302-1235  
E-mail address: caitlin.stone@tpsgc-pwgsc.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:

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail: \_\_\_\_\_.

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

#### 6.5.4 Contractor's Representative

Name: *(to be inserted at contract award)*  
Organization: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### 6.6 Payment

#### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a *firm unit price(s)*, as specified in Annex B for a cost of \$ \_\_\_\_\_ (*insert the amount at 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.

#### 6.6.2 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

#### 6.6.3 Taxes - Foreign-based Contractor

SACC Manual Clause [C2000C](#) (2007-11-30), Taxes - Foreign-based Contractor

### 6.7 Invoicing Instructions

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

### 6.8 Certifications and Additional Information

#### 6.8.1 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.

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

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

## 6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

## 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex C, Security Requirements Check List;
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: ", as clarified on \_\_\_\_\_" or ", as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)*)

## 6.11 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

## 6.12 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## **ANNEX "A"**

### **STATEMENT OF WORK**

See Attached: "Annex A SOW - Comm Available Furniture and Equipment.pdf"

#### **Annex A.1**

##### **Building Components Lists**

See attached files:

- "Annex A.1 Building Components Lists.xlsx"
- "Annex A.1.1 Contemporary Example.pdf"

#### **Annex A.2**

##### **Location Plans**

See attached folder:

- "Annex A.2 Location Plans.pdf"

#### **Annex A.3**

##### **Access Plans**

See attached folder:

- "Annex A.3 Access Plans.pdf"

#### **Annex A.4**

##### **Site Instructions**

See attached files:

- "Annex A.4 Site Instructions.pdf"

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013pps  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "B"**

### **BASIS OF PAYMENT**

*Note: The successful bidder's Pricing Tables from "Appendix ii – Financial Bid Presentation Sheet" will be inserted here upon Contract Award*

Solicitation No. - N° de l'invitation  
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Client Ref. No. - N° de réf. du client  
EP758-180822

Amd. No. - N° de la modif.  
File No. - N° du dossier  
013pps.EP758-180822

Buyer ID - Id de l'acheteur  
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## **ANNEX "C"**

### **SECURITY REQUIREMENTS CHECK LIST**

*(See three pages attached)*



Contract Number / Numéro du contrat EP758180822 Security Classification / Classification de sécurité UNCLASSIFIED
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**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
 LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

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



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Security Classification / Classification de sécurité UNCLASSIFIED

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
 Non  Oui  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes  
 Non  Oui  
 Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :

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

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

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

Special comments: **Deliver and installation**  
 Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No  Yes  
 Non  Oui  
 If Yes, will unscreened personnel be escorted?  
 Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes  
 Non  Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**  
 INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

**PRODUCTION**

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

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

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

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



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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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## ANNEX "D" to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

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