



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

189 Prince William St Rm 405

189, rue Prince William, pièce 405

Saint-John, NB E2L 2B9

Bid Fax: (506) 636-4376

## INVITATION TO TENDER

## APPEL D'OFFRES

**Tender 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.

### Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

### Comments - Commentaires

### Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Saint John, NB (STJ)

189 Prince William St., Rm 405

189, rue Prince William, Pc 405

St. John, NB E2L 2B9

<b>Title - Sujet</b> Digital Control Sys Maint-BGArmoury	
<b>Solicitation No. - N° de l'invitation</b> W6898-180035/A	<b>Date</b> 2017-11-03
<b>Client Reference No. - N° de référence du client</b> W6898-180035	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$STJ-007-4220
<b>File No. - N° de dossier</b> STJ-7-40110 (007)	<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 2017-11-21</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> MacDonald (STJ), Anne	<b>Buyer Id - Id de l'acheteur</b> stj007
<b>Telephone No. - N° de téléphone</b> (902) 626-4949 ( )	<b>FAX No. - N° de FAX</b> (506) 636-4376
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 5 CDSB GAGETOWN BLDG 18, 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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**SERVICE CONTRACT  
INSPECTION AND MAINTENANCE OF THE DELTA DIRECT DIGITAL CONTROL SYSTEM  
BARRACK (GREEN ARMOURY, NEW BRUNSWICK)**

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List of Annexes:

Annex A: Evaluation Criteria and Basis of Selection

Annex B: Basis of Payment

Annex C: Complete List of Each Individual Who is currently on the Bidder's Board of Directors

Annex D: Specification

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The Work under this Service Contract comprises the furnishing of all labour, materials, tools, equipment, software and firmware updates required to complete repairs, remote phone line inspections and annual on-site inspection of the Delta Version 3 Orcaview building automation systems at the Barrack Green Armoury. All work is to be completed in accordance with the Specification Number L-S255/1-0301/223 forming part of the bid document. The Service Contract is required for the period from the Date of Award to March 31, 2018 with an option to extend for two additional one year periods.

Barrack Green Armoury is located at 60 Broadview Avenue Saint John, New Brunswick.

### **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 provision of 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-andguidelines/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.

#### **2.1.1 SACC Manual Clauses**

C9000T - Pricing (2010-08-16)

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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Late tenders will be returned unopened.

- (a) Bids must be complete and submitted on prescribed tender form;
- (b) Include the tender call number/project number and description of proposed work;
- (c) Include the closing date and time;
- (d) Must be received prior to bid closing time and at the designated place and facsimile number - FACSIMILE NUMBER IS **(506-636-4376)**.

**NOTE: FACSIMILE BIDS**

Only incorrect handling by the Department of Public Works and Government Services will excuse the delay of responses transmitted by facsimile. Misrouting, traffic volume, weather disturbances, or any cause for the late receipt of such responses are not acceptable.

Bid Receiving  
Public Works and Government Services Canada  
Room 405  
189 Prince William Street  
Saint John, New Brunswick  
E2L 2B9

**NOTE: THIS IS NOT A PUBLIC OPENING**

**2.3 Former Public Servant A3025T (2014-06-26)**

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 nonresponsive.

**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

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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 five (5) 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.

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## **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 **New Brunswick**. 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 Insurance Requirements – G1007T (2016-01-28)**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Part 6.12. If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## **2.7 Workers Compensation Certification - Letter of Good Standing – A0285T (2012-07-16)**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within seven (7) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared nonresponsive.

# **PART 3 - BID PREPARATION INSTRUCTIONS**

## **3.1 Bid Preparation Instructions**

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. It is required that the bids follow the response format/instructions as detailed below:

### **Section I: Technical Bid**

No Technical Bid required as part of this requirement.

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

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

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **4.1 Evaluation Procedures and Basis of Selection**

Bids will be evaluated in accordance with the Evaluation Criteria and Basis of Selection specified in Annex "A" and Basis of Payment specified in Annex "B". Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

## **PART 5 – CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### **5.1 Certifications Precedent to Contract Award**

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

#### **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.

#### **5.1.2 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.



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### 5.1.3 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](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.

### 5.2 Additional Certifications Precedent to Contract Award

The Contractor must be qualified and knowledgeable in the inspection and repair of Delta Orcaview V3 Energy Management Systems and all equipment listed in 1.4.1.

The Contractor must provide a copy of an agreement with Delta Controls, the Orcaview V3 supplier, to the Engineer before the award of this Service Contract. This must show that the Contractor and Technicians are qualified to perform the work on this system and that the Contractor can provide the system software, firmware as well as all updates as required.

The work shall be performed by qualified controls technicians directly employed by the Contractor and trained by the system's manufacturer. The Contractor must provide copies of certificates as proof of training in Delta's Orcaview Version 3 for all technicians assigned to work on these systems. Copies of certificates are to be provided to the Engineer prior to the award of this Service Contract.

Proof will be required within seven (7) days of request from Contracting Authority and prior to award of the Service Contract.

## 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 Requirement

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

### 6.2 Standard Clauses and Conditions

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

#### 6.2.1 General Conditions

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

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### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The Work is to be performed from April 1, 2018 to March 31, 2019.

#### **6.3.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **6.4 Authorities**

#### **6.4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Anne MacDonald  
Title: Supply Specialist  
Organization: Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Real Property Contracting  
Address: 189 Prince William Street  
Saint John, New Brunswick  
E2L 2B9  
Telephone: (902) 626-4949  
Facsimile: (506) 636-4376  
E-mail address: anne.macdonald@pwgsc.gc.ca

#### **6.4.2 Project Authority**

The Project Authority for the Contract is: Will be made available at time of 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

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Work can only be made through a contract amendment issued by the Contracting Authority.

#### **6.4.3 Contractor's Representative**

Name: Title:

Organization:

Address:

Telephone :

Facsimile:

E-mail address:

#### **6.5 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.

#### **6.6 Payment**

##### **6.6.1 Basis of Payment**

Basis of payment is in accordance with Annex "B" and section 12, Payment Period, of the 2010C (2016-04-04), General Conditions - Services (Medium Complexity).

##### **6.6.2 Limitation of Price**

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

##### **6.6.3 Monthly Payment**

SACC Manual clause H1008C (2008-05-12) Monthly Payment

#### **6.7 Invoicing Instructions**

The Contractor must submit invoices in accordance with the information required in section 10, Invoice Submission, of the 2010C (2016-04-04), General Conditions - Services (Medium Complexity).

#### **6.8 Certifications**

##### **6.8.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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## 6.9 Applicable Laws

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

## 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) **2010C** (2016/04/04), General Conditions - Services (Medium Complexity);
- (c) Annex D, Statement of Work (Specification);
- (d) Annex B, Basis of Payment;
- (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 SACC Manual Clauses

SACC Reference	Section	Date
A9068C	Government Site Regulations	2010/01/11
A9068C	Worker's Compensation	2007/05/25

## 6.12 Insurance Requirements

The Contractor must comply with the insurance requirements specified. 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 seven (7) days after request from the Contracting Authority and prior to award of Service Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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### **Commercial General Liability Insurance**

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

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- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

*(Derived from - Provenant de: G2001C, 2014/06/26)*

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## **ANNEX "A"**

### **EVALUATION CRITERIA AND BASIS OF SELECTION**

Bids received will be assessed in accordance with the entire requirement of the bid solicitation.

#### **1. Mandatory Criteria**

1. Submission of firm prices/rates for one (1) year including two (2) option years in accordance with Invitation to Tender.
2. A duly completed and signed Invitation to Tender including all Addenda.
3. Within seven (7) days and prior to award of Service Contract, provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.
4. Within seven (7) days and prior to award of Service Contract, the bidder shall be required to provide proof of Liability Insurance in the amount of \$2,000,000.00.
5. Proof will be required within seven (7) days of request from Contracting Authority and prior to award of the Service Contract of the following:

The Contractor must be qualified and knowledgeable in the inspection and repair of Delta Orcaview V3 Energy Management Systems and all equipment listed in 1.4.1.

The Contractor must provide a copy of an agreement with Delta Controls, the Orcaview V3 supplier, to the Engineer before the award of this Service Contract. This must show that the Contractor and Technicians are qualified to perform the work on this system and that the Contractor can provide the system software, firmware as well as all updates as required.

The work shall be performed by qualified controls technicians directly employed by the Contractor and trained by the system's manufacturer. The Contractor must provide copies of certificates as proof of training in Delta's Orcaview Version 3 for all technicians assigned to work on these systems. Copies of certificates are to be provided to the Engineer prior to the award of this Service Contract.

#### **2. A0069T (2007/05/25) Basis of Selection - Mandatory Requirements Only**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.