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**CANADIAN HERITAGE**

**REQUEST FOR PROPOSALS**

REQUEST NUMBER: 10181135

TITLE OF PROJECT: Maintenance of Chillers at the Canadian Conservation Institute

REQUEST DATE: June 21<sup>st</sup>, 2018

CLOSING DATE AND TIME: **August 1<sup>st</sup>, 2018, 2:00 p.m., EDT**

ADDRESS ALL ENQUIRIES: Darquise LeBrun OR Melody Jeaurond  
Contracting and Materiel Management Directorate  
Canadian Heritage  
Tel: (819) 994-2111 OR 819-953-2727  
E-mail: [PCH.contracts-contracting.PCH@canada.ca](mailto:PCH.contracts-contracting.PCH@canada.ca)

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the **Statement of Work** attached hereto as **Annex "A"**. The services are to be performed during the period of September 1, 2018 to August 31, 2021 with the possibility of extending the period of the contract by up to three (3) additional one (1) year option periods, as detailed in the Statement of Work.

If you are interested in undertaking this project, your sealed proposal, clearly indicating the title of the work and addressed to the undersigned will be received up to **14:00 hours, (2 p.m.) EDT: August 1<sup>st</sup>, 2018, at:**

**Mail room / Bid Receiving**  
**RFP: 10181135**  
**Attention: Darquise LeBrun**  
**15 Eddy Street, 2nd Floor (15.2.C)**  
**Gatineau, Quebec**  
**K1A 0M5**

It is the Bidder's responsibility to ensure that their proposals are delivered to the above noted tender address no later than the time and date specified.

Bidders submitting a proposal are also requested to complete the Offer of Services attached at Annex "D".



**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION ..... 4**

1.1 INTRODUCTION.....4

1.2 SUMMARY .....4

1.3 DEBRIEFINGS .....4

**PART 2 - BIDDER INSTRUCTIONS ..... 5**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....5

2.2 SUBMISSION OF BIDS.....5

2.3 FORMER PUBLIC SERVANT.....5

2.4 ENQUIRIES - BID SOLICITATION.....7

2.5 APPLICABLE LAWS.....7

2.6 MANDATORY SITE VISIT .....7

**PART 3 - BID PREPARATION INSTRUCTIONS..... 8**

3.1 BID PREPARATION INSTRUCTIONS .....8

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 9**

4.1 EVALUATION PROCEDURES.....9

4.2 BASIS OF SELECTION.....9

4.3 APPROVAL.....9

**ATTACHMENT 1 TO PART 4 MANDATORY REQUIREMENTS..... 10**

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 11**

5.1 CERTIFICATIONS REQUIRED WITH THE BID .....11

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....11

**PART 6 – SECURITY AND INSURANCE REQUIREMENTS ..... 13**

6.1 SECURITY REQUIREMENTS .....13

6.2 INSURANCE REQUIREMENTS .....13

**PART 7 - RESULTING CONTRACT CLAUSES ..... 14**

7.1 STATEMENT OF WORK.....14

7.2 STANDARD CLAUSES AND CONDITIONS.....14

7.3 SECURITY AND INSURANCE REQUIREMENTS .....14

7.4 TERM OF CONTRACT .....14

7.5 AUTHORITIES .....15

7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS (IF APPLICABLE) .....15

7.7 PAYMENT .....16

7.8 INVOICING INSTRUCTIONS – MAINTENANCE SERVICES .....16

7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....16

7.10 APPLICABLE LAWS.....16

7.11 PRIORITY OF DOCUMENTS .....16

7.12 GOVERNMENT SITE REGULATIONS.....17

7.13 OFFICIAL LANGUAGES .....17

7.14 GREEN PROCUREMENT .....17

7.15 DISPUTE RESOLUTION SERVICES.....17

7.16 CONTRACT ADMINISTRATION.....18

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<b>ANNEX "A"</b> .....	<b>19</b>
STATEMENT OF WORK .....	19
<b>ANNEX "B"</b> .....	<b>24</b>
BASIS OF PAYMENT .....	24
<b>ANNEX "C"</b> .....	<b>25</b>
INSURANCE REQUIREMENTS.....	25
<b>ANNEX "D"</b> .....	<b>27</b>
OFFER OR SERVICES FORM .....	27

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security and Insurance Requirements; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements and the Offer of Services form.

### **1.2 Summary**

To provide comprehensive preventive maintenance service, including all necessary tools, services replacement or repair parts, materials and labour on the chillers belonging to the Department of Canadian Heritage (PCH) and housed at the Canadian Conservation Institute (CCI) located at 1030 Innes Road, Ottawa, ON, in accordance with the Statement of Work attached herein as Annex A.

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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### **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.

## 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 Canadian Heritage (PCH), 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 or email 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.

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## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the Canadian Conservation Institute, 1030 Innes Road, Ottawa, Ontario on **Thursday July 19<sup>th</sup>, 2018**. The site visit will begin at 9:00 AM EDT. Please check-in at the main entrance (you are also requested to arrive 15 minutes prior to the visit).

Bidders must communicate with the Contracting Authority no later than **Monday July 16<sup>th</sup>, 2018 at 5:00 PM EDT** before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid: four (4) hard copies;  
Section II: Financial Bid: one (1) hard copy;  
Section III: Certifications: one (1) hard copy

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

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

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

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

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

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

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

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

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

#### **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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation – Mandatory Requirements**

A bid must comply with the requirements of the bid solicitation and meet all the mandatory technical evaluation criteria described in Attachment 1 to Part 4 – Mandatory Requirements, to be declared responsive.

### **4.2 Basis of Selection**

The responsive bid with the lowest evaluated price will be recommended for award of a contract. The calculation of the total price for evaluation purposes is outlined in the Basis of Payment at Annex B.

### **4.3 Approval**

Bidders should note that all contracts are subject to PCH's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that a bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval. If such approval is not given, no contract will be awarded.

## Attachment 1 to Part 4 Mandatory Requirements

Mandatory Requirements	Qualification	Met or Not Met	Cross-Reference to proposal
<b>M1</b>	The Bidder must attend the Mandatory Site Visit as specified in Part 2, section 2.6 – Mandatory Site Visit.		
<b>M2</b>	<p>The Bidder must demonstrate that all service personnel carrying out the work, including apprentices, are:</p> <ol style="list-style-type: none"> <li>1. In possession of a valid Ozone Depletion Card.</li> <li>2. In possession of a valid Air Condition and Refrigeration License for the Province of Ontario; and</li> <li>3. For apprentices, are fully registered in a Refrigeration Tradesman Program and work under the direction of an Air Conditioning and Refrigeration Journeyman mechanic.</li> </ol>		
<b>M3</b>	<p><b><u>Personnel Experience</u></b></p> <p>The Bidder must demonstrate that the Technician(s) (excluding apprentices) that will be carrying out the work have at least three (3) years of experience, from the date of bid closing, in servicing equipment as outlined in the Statement of Work at Annex A, article SW7 – Equipment Inventory.</p>		
<b>M4</b>	<p><b><u>Bidder's Experience</u></b></p> <p>The Bidder must demonstrate that it has completed three (3) past projects similar in scope and complexity to the Work described in the Statement of Work at Annex A with a minimum three (3) year duration. The Bidder must provide project descriptions which include the following:</p> <ul style="list-style-type: none"> <li>- Name of client</li> <li>- Building Location / address</li> <li>- Description of equipment serviced and type of service rendered</li> <li>- Start and End Date of the contract</li> <li>- Contact person name and telephone number (for validation purposes only).</li> </ul>		

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## 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.

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

### 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) (<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 specified 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) (<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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)).

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.

### **5.2.3 Education and Experience**

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

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## **PART 6 – SECURITY AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

1. Before contract award, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Bidders should refer to the [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.

### **6.2 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex “C”. 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.

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## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

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

#### **7.2.1 General Conditions**

[2010C \(2016-04-04\)](#), General Conditions – Services (Medium Complexity), apply to and form part of the Contract.

### **7.3 Security and Insurance Requirements**

#### **7.3.1 Security Requirements**

#### **SITE ACCESS STATUS**

The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid SITE ACCESS STATUS, granted or approved by PCH.

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

#### **7.3.2 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex "C". 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.

### **7.4 Term of Contract**

#### **7.4.1 Period of the Contract**

The period of the Contract is from September 1, 2018 to August 31, 2021 inclusive.

#### **7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods 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 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.

#### **7.5 Authorities**

##### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Darquise LeBrun  
Manager, Contracting and Materiel Management  
Contracting and Materiel Management Directorate  
Department of Canadian Heritage

15 Eddy Street, 9<sup>th</sup> Floor (15-9-G)  
Gatineau, QC K1A 0M5

Tel: 819-994-2111

E-mail: [PCH.contracts-contracting.PCH@canada.ca](mailto:PCH.contracts-contracting.PCH@canada.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.

##### **7.5.2 Technical Authority**

The Technical Authority for the Contract is:

*[To be provided at contract award]*

The Technical 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 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.

##### **7.5.3 Contractor's Representative**

*[To be identified at Contract Award]*

#### **7.6 Proactive Disclosure of Contracts with Former Public Servants (if applicable)**

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.

## **7.7 Payment**

### **7.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, 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.

### **7.7.2 Method of Payment**

Canada will pay the Contractor on a quarterly basis for work performed during the period covered by the invoice 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 performed has been accepted by Canada.

## **7.8 Invoicing Instructions – Maintenance Services**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the maintenance report (including monthly checklists) described in the Statement of Work Annex "A" of the Contract.

Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Technical Authority.

Invoices must be submitted to the Technical Authority named in article 7.5.2.

## **7.9 Certifications and Additional Information**

### **7.9.1 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.

### **7.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. *[To be identified at Contract Award]*

### **7.11 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 2010C (2016-04-04) – Services (Medium Complexity);
- (c) Annex “A”, Statement of Work;
- (d) Annex “B”, Basis of Payment;
- (e) Annex “C”, Insurance Requirements;
- (f) the Contractor's bid dated \_\_\_\_\_. (*insert date of bid at contract award*)

### **7.12 Government Site regulations**

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

### **7.13 Official Languages**

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project Authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

### **7.14 Green Procurement**

The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

It is desirable that the Contractor, in provisioning the Service, procure electronic equipment, such as computer equipment, peripherals and telephony equipment, that meet the most current ENERGY STAR technical specifications for energy efficiency and other environmental specifications such as ISO 14000, WEEE, RoSH, EPEAT and IEEE 1680 standards, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor, in provisioning the Service, procures equipment and implements solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor abide by the guidelines set by the Electronics Product Stewardship Canada's organization for the disposal and recycling of electronic products owned by the Contractor and used to deliver the Service whether this equipment is located on the Contractor's premises or on GC customer premises.

### **7.15 Dispute Resolution Services**

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

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**7.16 Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the supplier respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

## ANNEX "A"

### STATEMENT OF WORK

#### SW1 TITLE

Maintenance of Chillers at the Canadian Conservation Institute (CCI)

#### SW2 GENERAL

The Contractor shall furnish all necessary tools, services, materials, parts and labour to execute the work required for the maintenance of the equipment listed in article SW7 if the Statement of Work as per the terms and conditions of this contract.

#### SW3 SCOPE OF WORK

The Contractor shall provide all-inclusive, comprehensive preventive maintenance services as detailed below to maintain the equipment listed in SW7, Equipment Inventory.

The all-inclusive, comprehensive preventive maintenance services include:

- a. Maintenance of all of the equipment listed in SW7 at its original performance level in order to provide temperature and relative humidity within the required range.
- b. Labour for all inspections, leak testing, cleaning, lubrication, maintenance and repairs.
- c. Provision of all replacement parts and components including related piping, refrigerant, isolation valves, strainers, belts, bearings, pressure release valves, insulation and all associated electrical and controls (including motor starters, electrical motors, variable speed drives and pan heaters)
- d. Replacement of any defective components with components matching original supplier's specifications to ensure system integrity. Replacement components shall be new or manufacturer warranted "as new" rebuild (with Departmental approval). For the period of this contract, the Contractor must have access, at all times, to sufficient direct replacement parts to ensure immediate repair of any component which would render the system out of service or inaccessible to operator interaction. Failure to comply with these requirements will be assessed by the Technical Authority and may result in reduction of contract payments relative to the duration and consequences of the "out of service" condition.
- e. Replacement of the oil and filter(s) at manufacturer recommended intervals or on a more frequent basis if conditions indicate deterioration. The Contractor shall provide a full oil analysis report for the chillers, from a sample taken prior to an oil change or at the end of each cooling season. The sample is to be taken within the last month of chiller operation. The report shall include recommendations based on the analysis data and manufacturer's guidelines. They are to be submitted no later than December 15th of each year, to permit any required corrective work to be performed during the off season. The Contractor is responsible for the disposing of used oil and contaminated materials.
- f. Annual inspection of the condenser tubes on each chiller and as required or needed cleaning to maintain proper heat transfer as per each chillers' capacity. While the condensers are open for yearly cleaning and inspection, any leaking tubes are to be identified and replaced as necessary. The Technical Authority shall be informed whenever annual tube maintenance is done and allowed to inspect the unit prior to re-closing of the unit.
- g. In the first year of the contract (2018), the condenser and coolers of chillers 1 & 2 shall be submitted to an Eddy Current Test (electronic tube testing) to determine the condition of the units. The Contractor is responsible for the cleaning of the tube prior to the Eddy Current test. A

complete report shall be submitted to the Technical Authority. Should repairs be required as a result of the Eddy Current Test results, which are outside of the scope of services covered by the present contract, the requirement will be handled outside of the contract.

- h. In the first year of the contract (2018), a refrigerant sample from each chiller shall be subjected to a full chemical analysis and detailed report submitted to the Technical Authority.
- i. Annual cleaning of the cooling towers.

## **SW4 OTHER CONSIDERATIONS**

### **4.1 Exclusions**

The Contractor is not required (as part of this contract) to make renewals or repairs necessitated by reason of the negligent operation or misuse of the equipment by others or for any reason out of their control.

### **4.2 Additional Work**

The Contractor shall immediately inform the Technical Authority, in writing and within 24 hours of any necessary repairs not included herein. The Contractor may or may not be called upon to effect these repairs outside of this contract.

### **4.3 Environment Protection**

The Contractor shall conform to all applicable environmental laws and regulations in effect, including Federal Halocarbon Regulations.

During repair or replacements, the Contractor shall use closed-loop refrigerant recovery equipment to minimize refrigerant emissions. A complete leak test on all refrigeration systems shall be performed quarterly, and repairs made as required. Units shall then be tagged as Leak Free. A leak test is to be performed on all Chillers listed in SW6 during the last month prior to the expiry date. In the event of an accidental spill, the Contractor shall notify the Technical Authority immediately so that remedial action can be taken.

## **SW5 SPECIFICATIONS FOR SERVICES**

Inspections:

All equipment shall be inspected monthly during the operation season. During the off-season, all equipment shall be inspected bimonthly but can be more frequently if it's to provide trouble-free operation of the equipment. Seasonal start-up and shutdown of the equipment shall be coordinated with the Technical Authority. The performance of the work required shall provide for operation of the complete system(s) based on original design or subsequent approved design modifications, and shall be as recommended by the manufacturer(s).

Inspections of refrigerant monitoring system:

This system shall be calibrated and certified two (2) times each year. Certification to itemize calibration gas used, equipment lot number, adjusted reading, flow rate and date of calibration along with signatures of contractor and PCH on-site authority who witnessed test.

Control Systems:

Conduct periodical test(s) of the Control Systems where applicable, to ensure all circuits and settings are properly adjusted to suit requirements of the design capabilities of the system provided by PCH (Building

Automation System). The frequency of testing controls will be according to manufacturer's specifications and best practices by the industry.

#### Standards:

The performance of all the work required under the Contract shall provide for operation of the complete systems(s) based on original design or subsequent approved design modifications, and shall be as recommended by the manufacturer(s).

#### Hours of services:

Unless otherwise directed, preventive maintenance shall be performed during regular working hours, Monday through Friday, 08:00 to 16:00 hours excluding statutory holidays. The Contractor must provide at least 24 hours of notice to the Technical Authority prior to visiting the site.

#### Maintenance Schedule:

Within 14 days after contract award, the Contractor shall provide a detailed schedule of maintenance to be applied for the term of this contract. This schedule shall contain and reflect the manufacturer's recommended maintenance and all requirements of this agreement. The proposed schedule shall be reviewed and approved by the Technical Authority and may require revision by the Contractor to meet PCH's requirements. Any such changes shall form part of this agreement.

#### Emergency calls and services:

All emergency calls shall be answered by a qualified mechanic within two (2) hours of receiving the call, 24 hours per day, 7 days per week, year round. The costs for this service is included in the firm quarterly amounts specified in the Basis of Payment at Annex B. Service personnel shall report on site ready to service the system within two (2) hours of receiving the request for emergency service and such work shall proceed continuously until the system is returned to normal operating condition.

## **SW6 REPORTING**

### **1. Adhoc Reporting**

The Contractor shall report to Technical Authority, verbally and in writing (by email), within twenty-four (24) hours of each visit other than regular scheduled maintenance. The report shall provide all details including work completed, work outstanding, reasons of emergency and the estimated time frame for completion of the work.

The Contractor shall notify the Technical Authority in writing of any malfunction of equipment. Problems which cannot be corrected must immediately be reported to the Technical Authority via email.

### **2. Equipment report cards**

A complete service report card outlining any and all service performed on the equipment shall be enclosed in a clear vinyl envelope and affixed safely to the equipment. These reports cards are to remain with the equipment for the duration of the contract and are to be turned over to the Technical Authority upon contract completion or termination.

### **3. Service Reports**

A report (signed by the Contractor) must be completed and submitted to the Technical Authority for each regular maintenance visit, along with checklist of the services performed. A checklist is to be filled out by



the Contractor for each piece of equipment covered under this contract. A copy of monthly checklists for each piece of equipment services is to be attached to each quarterly invoice.

**4. Oil, Refrigerant analysis and Eddy Current reports:**

Oil, refrigerant analysis and Eddy Current reports are to be submitted as outlined in article SW3, articles e, g and h.

Copies of all maintenance reports shall be forwarded, with the quarterly invoice to the attention of the Technical Authority:

**All reports are to include:**

- a) date and time of inspection
- b) building name and location
- c) mechanic's name and signature
- d) equipment identification (model and serial numbers)
- e) work performed
- f) parts replaced
- g) condition of equipment

**SW 7 EQUIPMENT INVENTORY**

**Building:** Metro C, 1030 Innes Road, Ottawa, ON K1B 4S7

Location Room No.	No. of Units	Make	Model	Serial Number	Details
Chiller Room	2	Carrier	30HXC206RZ E161KA	0905Q048690 905Q04871	Package Screw Chillers #1 and #2
Roof of chemical bunker	2	Baltimore Aircoil Company	15219/WQ	U083405701 U083405702	Induced Draft, Crossflow Cooling Tower #1 and #2
Chiller Room	2	Bell & Gossett	Size 1510 Mod. 704 25800	C064686-01C 064686-02	Cooling tower Pumps
Chiller Room	1	Danfoss VLT HVAC Drive FC100	P/N 131G2886	000621H070	VFD for Cooling Tower Pump #1
Chiller Room	2	Mitsubishi MGI VFD	MG-PMB 32012500155	ME-M000393 M-1ME-M000 393M-2	VFD and Sump Heater Control for Cooling Tower #1 and #2

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Chiller Room	3	Armstrong	Series 4300		Chilled Water Pumps
Chiller Room	1	Vulcain	VA301IRS		Refrigerant detector at chiller
Chiller Room	1	Vulcain	VA301IRF		Refrigerant Monitor Panel

## ANNEX “B” BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and applicable tax(es) extra.

### A- Initial Contract Period: September 1, 2018 to August 31, 2021

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

PERIOD	FIRM QUARTERLY RATE	FIRM PRICE PER YEAR
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
<b>TOTAL FOR INITIAL PERIOD</b>		<b>\$ (A)</b>

### B- Options to Extend the Term of the Contract

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

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

PERIOD	FIRM QUARTERLY RATE	FIRM PRICE PER YEAR
Option Year 1	\$	\$
Option Year 2	\$	\$
Option Year 3		
<b>TOTAL FOR OPTION PERIODS</b>		<b>\$ (B)</b>

**\* Total cost for financial evaluation purposes = A + B**



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## ANNEX "C" INSURANCE REQUIREMENTS

### 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. 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.



## ANNEX "D" OFFER OR SERVICES FORM

<i>(to be filled in by Bidder)</i>	
<b>Bidder's full legal name</b>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Bidder's Procurement Business Number (PBN)</b> <i>(see the <a href="#">Standard Instructions 2003</a>)</i>	
<b>Bidder's GST/HST/QST number</b>	
<b>Tax rate to be charged on any resulting contract</b>	Specify percentage: _____ %
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b>  See the Article in Part 2 of the bid solicitation for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____  If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____  If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"

<p><b>Integrity Provisions</b> (as per Part 5 of the bid solicitation)</p>	<p><b>Declaration of Convicted Offences</b></p> <p>Integrity Declaration Form (to be completed only when you meet all three of the following conditions):</p> <ol style="list-style-type: none"> <li>1. You are a government supplier</li> <li>2. You, one of your affiliates or a proposed first-tier subcontractor has been charged with or convicted of a criminal offence in a country other than Canada and to the best of your knowledge and belief, the offence may be similar to one of the listed offences in the <i>Ineligibility and Suspension Policy</i></li> <li>3. You are unable to provide any of the certifications required by the <a href="#">integrity provisions</a>.</li> </ol> <p>Click <a href="#">here</a> to complete the form and instructions for its submittal.</p>	
	<p><b>Required Documentation</b></p> <p>Section 17 of the <i>Ineligibility and Suspension Policy</i> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>) requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror's organizational structure:</p> <ul style="list-style-type: none"> <li>- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors</li> <li>- Privately owned corporations must provide a list of the owners' names</li> <li>- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners</li> <li>- Suppliers that are a partnership do not need to provide a list of names</li> </ul> <p>Suppliers may use this <a href="#">form</a> to provide the list of names. Failure to submit this information, where required, will render a bid or offer non-responsive, or the supplier disqualified for award of a contract.</p> <p>Complete the <a href="#">form</a> online, print, sign and attach it to the bid.</p>	
<p><b>Security Clearance Level of Bidder</b></p> <p>i. Bidder's (Company) name and full address as they appear on the security clearance application:</p> <p>ii. Security clearance level granted and file number:</p>	<p>i.</p>	
	<p>Designated Organization Screening (DOS)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Specify file number:</p>
	<p>Facility Security Clearance (FSC)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>



	Specify file number:	
	Document Safeguarding Capability (DSC)	Yes <input type="checkbox"/> No <input type="checkbox"/>
iii. Expiry date:	iii.	
<b>Security Clearance Level of Bidder's Individual Resources</b> <i>[add additional resources on another page, if required]</i>  i. Name of Individual as it appears on security clearance application:  ii. Level of security clearance obtained and expiry date:  iii. Security Screening Certificate and Briefing Form file number  iv. Name of Department from which security clearance was obtained	i.	
	ii.	
	iii.	
	iv.	
On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in Part 7 -Resulting contract clauses, included in the bid solicitation.		
<b>Signature of Authorized Representative of Bidder</b>		