



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St./ 11, rue Laurier**

**Place du Portage, Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

This Document includes a Security Requirement.

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Maintenance & Professional Consulting Services Division  
(FK)

11 Laurier St./ 11, rue Laurier

3C2, Place du Portage, Phase III

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> WATER CONDITING	
<b>Solicitation No. - N° de l'invitation</b> EJ196-183093/A	<b>Date</b> 2018-10-15
<b>Client Reference No. - N° de référence du client</b> 20183093	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$FK-307-75630	
<b>File No. - N° de dossier</b> fk307.EJ196-183093	<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 2018-11-26</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Cowell, Philip	<b>Buyer Id - Id de l'acheteur</b> fk307
<b>Telephone No. - N° de téléphone</b> (613) 296-1922 ( )	<b>FAX No. - N° de FAX</b> (000) 000-0000
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 11 LAURIER ST Gatineau Quebec K1A0S5 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>

Solicitation No. - N° de l'invitation  
EJ196-183093  
Client Ref. No. - N° de réf. du client  
XXXXX-XXXXXX

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XXXXX.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur  
FK307  
CCC No./N° CCC - FMS No./N° VME

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION .....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	4
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	4
2.2 SUBMISSION OF BIDS .....	4
2.3 FORMER PUBLIC SERVANT .....	4
2.4 ENQUIRIES - BID SOLICITATION .....	6
2.5 APPLICABLE LAWS .....	6
2.6 MANDATORY SITE VISIT .....	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS .....</b>	<b>7</b>
3.1 BID PREPARATION INSTRUCTIONS .....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>9</b>
4.1 EVALUATION PROCEDURES .....	9
4.2 BASIS OF SELECTION .....	12
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>16</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	16
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	16
<b>PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS .....</b>	<b>18</b>
6.1 SECURITY REQUIREMENTS .....	18
6.3 INSURANCE REQUIREMENTS .....	18
<b>PART 7 - RESULTING CONTRACT CLAUSES .....</b>	<b>19</b>
7.1 STATEMENT OF WORK .....	19
7.2 STANDARD CLAUSES AND CONDITIONS .....	20
7.3 SECURITY REQUIREMENTS .....	20
7.4 TERM OF CONTRACT .....	20
7.5 AUTHORITIES .....	21
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	22
7.7 PAYMENT .....	22
7.8 INVOICING INSTRUCTIONS .....	23
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	23
7.10 APPLICABLE LAWS .....	24
7.11 PRIORITY OF DOCUMENTS .....	24
7.12 INSURANCE REQUIREMENTS .....	24
<b>ANNEX "A"</b>	
STATEMENT OF WORK	
<b>ANNEX "B"</b>	
BASIS OF PAYMENT AND BUILDING INVENTORY	
<b>ANNEX "C"</b>	
<b>SECURITY REQUIREMENTS CHECK LIST</b>	

Solicitation No. - N° de l'invitation  
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## **ANNEX D TO PART 3 OF THE BID SOLICITATION**

ELECTRONIC PAYMENT INSTRUMENTS

## **ANNEX "E"**

INSURANCE REQUIREMENTS

## **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, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; 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, Security Requirements, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements and any other annexes.

### **1.2 Summary**

- 1.2.1 To provide a program of Chemical Water Treatment services- including labour, materials, equipment, supervision, transportation and laboratory testing for PWGSC owned Central Heating and Cooling Plants and buildings supplied within the National Capital Area (NCA) as listed in Annex B.

The work is to be performed in accordance with the Statement of Work as attached in Annex "A" – Statement of Work.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.3 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 calendar days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### 1.4 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 180 days

### 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 in the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### 2.3 Former Public Servant

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

### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

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

## **2.4 Enquiries - Bid Solicitation**

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

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

## **2.5 Applicable Laws**

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

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

## **2.6 Mandatory Site Visit**

It is mandatory that the Bidder or a representative of the Bidder visit the work sites. Arrangements have been made for the site visit to be held at:

- 1 Fleet Street (Cliffe building) on 30 October 2018. The site visit will begin at 09:00 EDT, meeting in main lobby of the building.
- 875 Heron Road (Confederation Heights CHCP) on 30 October 2018. The site visit will begin at 11:00 EDT, meeting at the main entrance of the building.

Bidders must communicate with the Contracting Authority no later than 25 October 2018 14:00 EDT 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.

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**Safety boots, safety glasses and hard hats are required to be worn during the site visit by all attendees.**

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

### **3.1 Bid Preparation Instructions**

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
Section IV: Additional Information

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid      two (2) hard copies  
Section II: Financial Bid      one (1) hard copy  
Section III: Certifications      two (2) hard copies

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

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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

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

### 3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

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

### 3.1.4 SACC Manual Clauses

## Section III: Certifications

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

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) Canada will use the Phased Bid Compliance Process described below

#### 4.1.1 Phased Bid Compliance Process

##### 4.1.1.1 General

- a) Canada is conducting the Phased Bid Compliance Process described below for this requirement.
- b) Notwithstanding any review by Canada at Phase I or II of the Phased Bid Compliance Process, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PHASED BID COMPLIANCE PROCESS ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- c) Without prejudice to its other rights, Canada shall have the right, in its absolute discretion, but shall not be obliged, to request and accept any time, before or after the solicitation closing date, and consider as part of the Bid, any document and materials from Bidders to clarify the Bid or to correct deficiencies or errors in the Bid that are not significant in Canada's absolute discretion, including all matters of form or error in computation or failure to confirm by signing or similarly verifying acceptance. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.
- d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### 4.1.1.2 Phase I: Financial Bid

a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.

b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.

c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.

d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.

e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.

h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no

further consideration.

i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 Phase II: Technical Bid**

a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the Phased Bid Compliance Process. Mandatory technical criteria that are not identified in the solicitation as being subject to the Phased Bid Compliance Process, will not be evaluated until Phase III.

b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.

c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.

d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.

f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.

g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to

determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.

h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 Phase III: Final Evaluation of the Bid**

a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

### **4.1.2 Technical Evaluation**

#### **4.1.2.1 Mandatory Technical Criteria**

**The Phased Bid Compliance Process will apply to all mandatory technical criteria.**

##### **4.1.1.2 Mandatory Technical Criteria**

Mandatory Technical Criteria: each offer will be reviewed for compliance with the Mandatory Technical Criteria. Bids that do not meet the mandatory requirements will be deemed non-responsive and will be given no further consideration.

#### **Mandatory Technical Criteria**

Mandatory Technical Criteria: each bid will be reviewed for compliance with the Mandatory Technical Criteria. Bids that do not meet the mandatory requirements will be deemed non-responsive and will be given no further consideration.

##### **MT1 Quality Assurance System**

In the performance of the work described herein, including the laboratory and testing facilities work, it is mandatory that the Bidder provide a Quality Assurance System to a level equivalent to the ISO 9000 standard. It is not the intent that the Bidder be ISO 9000 registered; however, the Quality Assurance System for the laboratory and testing facilities used by the Bidder must address each element contained in the ISO 9000 standard.

The Bidder must submit:

**A)** A copy of applicable ISO 9000 Certificates of Registration;

**OR**

**B)** A copy of the Bidder's Quality manual which addresses each element contained in the ISO 9000 Standard.

**MT2 Bidder's Experience and Past Performance**

The Bidder must have at least **5 years of experience within the last 10 years** and must provide evidence of its experience and past performance by referencing a minimum of 2 recent, completed or ongoing projects\* which involved **Chemical Water Treatment Services**.

**The Bidder must complete the following grid in order to demonstrate that it has the required experience.**

*\*Recent, completed or ongoing project reference is defined as project reference rendered from January 2008 up to solicitation closing date.*

	PROJECT REFERENCE # 1	PROJECT REFERENCE # 2
Name of client organization or Company	Project Reference #1: _____	Project Reference #2: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project <i>(indicate year, month, day)</i>	Start date: _____(year/month/day)  Completion date: _____(year/month/day)	Start date: _____(year/month/day)  Completion date: _____(year/month/day)
Scope of service(s) rendered <i>(use additional sheet (s) if space provided is not enough)</i>	_____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____

PWGSC reserves the right to verify information for completeness and accuracy and to confirm reference satisfaction with services provided. The evidence provided by the bidder may be verified by the Crown. Failure by the bidder to provide the required evidence or in the event where the evidence cannot be verified or the service found to be unsatisfactory, the proposal shall be considered non-responsive and no further consideration will be given to the Bidder. If the Bidder submits references in excess of the stated requirement above, only the references up to the identified limit will be assessed.

**MT3 Resources Experience and Past Performance**

To carry out the work on this requirement, the contractor must have a minimum resource of one (1) Non-Working Service Manager and two(2) Technicians.

All three (3) proposed resources must meet the requirements specified below to perform the required work and have the years of experience specified for each resource below. **The Bidder must complete each grid provided for each resource and provide comprehensive and verifiable CV with the certificates or diplomas and information specified for each resource.**

#### MT3.1 Non-Working Service Manager

4. Must have a degree from a recognized university in chemical engineering or chemistry, **micro biology, health sciences** OR have a diploma as a Chemical Engineering Technologist and have experience as Service Manager for a Chemical Water Treatment contract for a minimum of seven (7) years.

The Bidder must complete the following grid for the Non-Working Service Manager that will be performing work on this requirement in order to demonstrate that the Non-Working Service Manager has experience in the field of Chemical Water Treatment.

Name of Non-Working Service Manager with a minimum experience of <b>7 years</b> acquired from January 2008 up to solicitation closing date:		
Number of years of experience in the field of <b>Chemical Water Treatment</b> :		
Name of client organization or Company	Project Reference #1: _____	Project Reference #2: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____  Title: _____	Name: _____  Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project (indicate year, month, day)	Start date: _____(year/month/day)  Completion date: _____(year/month/day)	Start date: _____(year/month/day)  Completion date: _____(year/month/day)

#### MT3.2 Two (2) Technicians

Must have a degree from a recognized university in chemical engineering or chemistry OR have a diploma as a Chemical Engineering Technologist and have experience as a technician for a Chemical Water Treatment contract for a minimum of four (4) years.

The Bidder must complete the following grid for the Technicians that will be performing work on this requirement in order to demonstrate that the On-site Technical Representative has experience in the field of Chemical Water Treatment.



Solicitation No. - N° de l'invitation  
EJ196-183093  
Client Ref. No. - N° de réf. du client  
XXXXX-XXXXXX

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XXXXX.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur  
FK307  
CCC No./N° CCC - FMS No./N° VME

Name of Technician 1 with a minimum experience of <b>4 years</b> acquired from January 2008 up to solicitation closing date: _____		
Number of years of experience in the field of <b>Chemical Water Treatment</b> :		
Name of client organization or Company	Project Reference #1: _____	Project Reference #2: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____  Title: _____	Name: _____  Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project (indicate year, month, day)	Start date: _____(year/month/day)  Completion date: _____(year/month/day)	Start date: _____(year/month/day)  Completion date: _____(year/month/day)

Name of Technician 2 with a minimum experience of <b>4 years</b> acquired from January 2008 up to solicitation closing date: _____		
Number of years of experience in the field of <b>Chemical Water Treatment</b> :		
Name of client organization or Company	Project Reference #1: _____	Project Reference #2: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____  Title: _____	Name: _____  Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project (indicate year, month, day)	Start date: _____(year/month/day)  Completion date: _____(year/month/day)	Start date: _____(year/month/day)  Completion date: _____(year/month/day)



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#### MT4 Additional requirement

##### Training

All Service personnel employed by the Bidder to carry out the work for this requirement must have completed the following training and provide evidence of such.

- Workplace Hazardous Materials Information System (WHMIS) Certificate
- Confined Space Certificate
- Fall Protection Certificate
- first Aid & CPR for the training

#### 4.2 Basis of Selection

##### 4.2.1 Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

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

#### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

#### 5.1 Certifications Required with the Bid

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

##### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Inteligibility 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

#### 5.2.3.4 Education and Experience

##### 5.2.3.4.1 SACC Manual clause [A3010T](#) (2010-08-16) 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.

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 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. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 6.2 Employee Information for Security

The Bidder should specify the following information regarding employees proposed to provide services against any resulting contract.

LEGAL NAME (First and Last)	DATE OF BIRTH	CURRENT CLEARANCE HELD

### 6.3 Insurance Requirements

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 Annex E.

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.

## 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".

#### 7.1.1 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### Names of qualified employees

The Contractor must provide the names of employees who will have access to sensitive work site. The names provided below must be the same personnel listed part 6 of the proposal.

Employee Name	Security Clearance

## 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

[2035](#) (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 7.3 Security Requirements

**7.3.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b) *Industrial Security Manual* (Latest Edition).

## 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive.

### 7.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) 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.

Solicitation No. - N° de l'invitation  
EJ196-183093  
Client Ref. No. - N° de réf. du client  
XXXXX-XXXXXX

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XXXXX.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur  
FK307  
CCC No./N° CCC - FMS No./N° VME

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#### 7.4.5 Delivery Points

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

### 7.5 Authorities

#### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Philip Cowell  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Real Property Contracting Directorate  
Telephone: 613-296-1922  
E-mail address: [philip.cowell@tpsgc-pwgsc.gc.ca](mailto:philip.cowell@tpsgc-pwgsc.gc.ca)

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

#### 7.5.2 Technical Authority

The Technical Authority for the Contract is: **(to be determined at contract award)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail: \_\_\_\_\_.

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

#### 7.5.3 Contractor's Representative

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 7.7 Payment

### 7.7.1 Limitation of Expenditure

The Contractor will supply the goods and services under the Contract to an estimated total expenditure that must not exceed \$ **(to be determined)** (Applicable Taxes excluded) of which \$ **(to be determined)** (Applicable Taxes excluded) is for goods and/or services enumerated or described in Pricing Schedule 1, and \$ **(to be determined)** (Applicable Taxes excluded) is for additional goods and/or services that may be requested on an "As and When Requested" basis at the prices and/or rates set out in Pricing Schedule 2.

### 7.7.2 Basis of Payment – Firm Prices and “As and When”

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as identified in Annex C. Customs duties are included and Applicable Taxes are extra.

**7.7.2.1** Firm rates shall be paid in accordance with **Pricing Schedule 1** in four (4) equal quarterly payments on the first day of the month that ends the quarterly period.

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.

#### 7.7.2.2 “As and When” Requested Work

Any costs incurred for “As and When” requested work shall be paid in accordance with **Pricing Schedule 2**, on an “As and When” basis, in accordance with Annex A – Statement of Work after completion, inspection and acceptance of the work performed at the end of the quarterly period in which the work has been performed and accepted.

Canada's total liability to the Contractor under the “As and When” portion of the Contract must not exceed \$ **(to be determined)**. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

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whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.7.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### 7.8 Invoicing Instructions

1. The Contractor must submit invoices **quarterly** to the name and address listed below.

Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must include the following:

- a. PWGSC reference and contract numbers (ex. EJ196-183093);
  - b. Period covered by invoice;
  - c. Building name(s) and address;
  - d. Description of work.
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the following address for certification and payment.  
\_\_\_\_\_ (to be determined at contract award)  
\_\_\_\_\_ (to be determined at contract award)
    - b. one (1) copy must be forwarded to the consignee

### 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 Ontario.

## 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 2035 (2018-06-21), General Conditions- Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex E, Insurance Requirements;
- (g) the Contractor's bid dated \_\_\_\_\_,

## 7.12 Insurance Requirements

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

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

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

## **Annex A**

### **Statement of Work**

#### **1.1 Scope of Work**

The Contractor must provide a program of chemical water treatment services - including labour, materials, equipment, supervision, transportation, laboratory testing and facilities - for the Central Heating and Cooling Plants, and buildings supplied, as listed in Annex C – Treatment Media, Frequencies and Pricing Schedule.

The Contractor **MUST** adhere to all Federal, Provincial and Municipal Environmental Regulations/By-Laws as they pertain to the services requested herein.

#### **1.2 Objective**

The objective of this requirement is to procure water treatment services that will: Maintain equipment as per manufacturer's recommendations, maintain designed heat-transfer rates of boilers, chillers and heat exchangers, prevent scaling and fouling of the equipment and systems, minimize metallic corrosion and oxidation to safe levels – as outlined by the American Society of Mechanical Engineers (ASME) and American Boiler Manufacturer Association (ABMA) guidelines, conserve water, minimize chemical usage and prevent biological growth in open and closed heating and cooling water systems.

##### **1.2.1 References:**

**The following references should be used by the contractor as reference when creating a program and delivering the services as requested.**

1. The Cooling Technology Institute (CTI): Best Practices for Control of Legionella.
2. ASRAE Legionellosis Risk Management for Building Systems.
3. ISO 11731 Water quality – Enumeration of Legionella
4. American Society of Mechanical Engineers (ASME) Operating Practice for Feed Water and Boiler Water Chemistry in modern industrial boilers.
5. ASME Guidelines for Water Quality in Modern Industrial Water Tube Boilers.
6. ABMA (American Boiler Manufacturers Association)
7. American Boiler Safety Association (ABSA)
8. The Canadian Standard Association CSA B-51 and CSA B-52
9. ASME (American Society of Mechanical Engineers) Guidelines:
  - a. Boiler and Vessel Code, Section VI, "Recommended Rules for Care and Operation of Heating Boilers
  - b. Section VII, "Recommended Rules for Care and Operation of Power Boilers"; and
  - c. Suggested Water Chemistry Limits for Water and Fire Tube Boilers, Electric Boilers and Turbines.
10. Workplace Safety and Insurance Board (WSIB)

11. Ontario's Occupational Health and Safety Act (OHSA)
12. Workplace and Hazardous Material Information Sheets (WHIMIS)
13. Global Harmonized System of Classification and Labelling Chemicals (GHS)
14. The Canadian Environmentally Friendly Program (ECOLOGO Program)
15. Canadian Environmental Protection Act

## **2. Tasks/Responsibilities**

The Contractor must provide a chemical water treatment program, including technical support and supervision to deliver the water treatment services required herein as per the manufacturer's recommendations for each piece of equipment, while adhering to the above noted Reference Standards.

### **2.1 Technical Services**

The contractor must:

- a. Propose the proper chemical treatment for each piece of equipment and system, as per the manufacturer's recommendation.
- b. Propose the testing and provide test kits to determine the condition of the systems and the amount of chemicals in the system.
- c. Review all water treatment tests and records for **all** heating and cooling systems, including turbines and closed loop systems.
- d. Provide a binder containing all site-specific testing, including analytical flow charts for the treatment process and lay-up procedures.
- e. Perform on-site water testing and provide laboratory analysis for all applicable systems, including: river water, treated water, boiler make-up, condensate-feed-water, boiler water, cooling water, and closed water system media – Glycol.
- f. Compare recorded plant and building test results with standard ASME suggested guidelines for water chemistry limits.
- g. Verify sampling and testing methods with operators to ensure proper testing methods, and make recommendations.
- h. Verify performance of water treatment equipment (pumps, meters, gauges); ensure that chemical supplies are adequate and feed rates are optimum.
- i. Inspect boilers, chillers, turbines and auxiliary equipment for scaling and fouling.
- j. Sample and provide laboratory analysis to determine the levels of iron, copper and other metals in the various water systems – particularly that of the condensate systems, and boiler carryover.
- k. Perform sampling and microbiological analysis of the heating and cooling media to ascertain the effectiveness of the microbiological control program.
- l. Report make-up meter readings for boilers and chillers at each scheduled inspection.
- m. Supply and apply chemical products where systems are in place for direct supply from the truck to storage. (Ex. Cliffe Street CHCP heating (upper) and cooling (lower) plants.
- n. Remove the empty chemical supply containers from all sites during inspection, **quarterly**.
- o. Supply the proper test kits to perform on-site water analysis - **electronic testing equipment not included**.

- p. Provide training to on-site technicians on how to perform water analysis, and record data.
- q. Annual inspections must be arranged with the on-site Technician in charge of the facility.
- r. Visual inspections, particularly of inaccessible areas, shall be done using micro-scope when problems are suspected.
- s. Perform a detailed inspection of all the cooling tower system components for indication of corrosion, biofilms, or deposits.
- t. Perform QPCR sampling of cooling tower water at start-up (beginning of the cooling season).
- u. Perform Legionella sampling on all cooling towers on a monthly basis

## **2.2 Call Backs/Emergency Calls**

- 2.2.1 The Contractor must provide twenty-four (24) hour, seven (7) days a week emergency call-back service for the duration of the contract, at no additional cost.
- 2.2.2 The Contractor must respond within 30 minutes of each request; and be on site ready to work within two (2) hours of receiving the emergency request. All work for emergency service must be executed by a qualified service person named in the contract. Work must proceed continuously until the system is returned to safe operating condition.
- 2.2.3 The Contractor must update the Technical Authority of the status of service calls within four (4) hours after the problem is resolved.

## **2.3 Boiler Lay-up**

When a boiler is laid up due to low seasonal demand or other operational requirements, the Contractor must recommend shut down, start-up and lay-up procedures which will prevent deterioration of the boiler during the lay-up period. These procedures are to be provided by the Contractor for every system being treated and must be in accordance with manufacturer's recommendations.

- 2.3.1 The Contractor must provide treatment of boilers during short and/or long idle periods at no additional cost.

## **2.4 Boiler Tubes**

The Contractor must inspect and evaluate the boiler tubes regularly – externally during operation when possible, and internally and externally during shutdowns. The contractor must also perform inspections and evaluations on an annual basis upon notification from the Plant Chief building operators.

- 2.4.1 Both the fireside and waterside of the boilers must be inspected, and an analysis of deposits must be performed and reported to the Technical Authority.
- 2.4.2 Super-heaters and steam turbines must be included in the regular inspections
- 2.4.3 If scale is present, the Contract must recommend and take corrective actions to eliminate the problem and mitigate its re-occurrence with the Technical Authority's approval.

## **2.5 Scale and Corrosion Control**

- 2.5.1 The Contractor must perform visual inspections of the interior of the cooling towers on a monthly basis for signs of corrosion and bio-fouling.
- 2.5.2 The Contractor must provide a treatment program for all steam systems, regardless of size and pressure, to protect them against corrosion, pitting and fouling.
- 2.5.3 The Contractor must implement a treatment program to effectively prevent and eliminate deposition of scale on heat transfer surfaces. The Contractor shall be given the opportunity, by the Plant Chief to inspect the boilers to determine the extent of scale build-up, surface cracking and to provide recommendations to correct and mitigate further build-up. The recommended corrective actions must be readily applicable by operating staff.
- 2.5.4 The Contractor must ensure that the specific limits of calcium, magnesium, silica and iron meets the ASME suggested guidelines for chemical limits.
- 2.5.5 The Contractor must verify the proper operation of the water softeners during scheduled visits (ex. hardness tests)

## **2.6 Conductivity**

The Contractor must provide a treatment program to maintain the conductivity of the boiler water, which will minimize excessive water and chemical use. The Contractor's treatment program must adhere to the manufacturer's recommendations, and minimize foaming and carryover.

## **2.7 De-aeration**

The Contractor must verify once per year, that the de-aerator is functioning to ensure the adequate removal of oxygen and carbon dioxide from the feed water. Oxygen must be removed to a level of 0.0007 mg/litre under normal operating conditions. Oxygen scavengers must be fed in a manner that will maintain the desired residual concentration in the boiler at all times.

## **2.8 Alkalinity**

The Contractor must maintain boiler water alkalinity within the limits established by the American Boiler Manufacturers Association (ABMA) for the respective operating pressures. The following objectives must be considered.

- 2.8.1 The pH value of the water must be maintained to inhibit ferrous metal corrosion.
- 2.8.2 Total alkalinity must be maintained to provide buffering of the boiler water, while minimizing foaming, priming, and carry over, or alkaline corrosion.
- 2.8.3 The proper balance between "M" and "P" alkalinity shall be maintained.

## **2.9 Carry Over**

The Contractor must provide boiler water treatment services to eliminate contamination of steam as a result of carry-over. Where contamination is indicated by steam purity measurements, or by visible fouling of valves or other components, the Contractor must determine the source of contamination and must recommend measures to eliminate or mitigate the contamination. An anti-foaming agent must be incorporated in the treatment program to prevent/control carry-over.

#### **2.10 Steam Purity and Quality**

The Contractor must perform steam purity tests; if carry-over is suspected or deposits are found in super-heaters or turbines. Written authorization must be obtained from the Project Authority prior to conducting any tests for steam purity. Sampling and measurement techniques must be in accordance with the most recent acceptable industry standards and recommendations by ASME and OHSA.

- 2.10.1 The steam purity test must be performed when the boiler is operating within 10% of its peak load.
- 2.10.2 Results of the tests must be used to determine whether carry-over is occurring, and must be reported to PWGSC together with pertinent recommendations.

#### **2.11 Condensate System Corrosion Control**

The Contractor must recommend effective measures to prevent corrosion of the condensate return system. The treatment program shall counteract the effects of carbon dioxide and oxygen in the steam/condensate system.

- 2.11.1 Where amines are proposed as a treatment method, the Contractor must demonstrate and provide proof of safe concentration levels as prescribed by Health Canada, ASHRAE and OHSA guidelines.
- 2.11.2 Treatment must be added to maintain corrosion rates as per ASME guidelines; Corrosion coupons are to be analyzed every six (6) months, or more frequently, if increased corrosion is suspected as directed by the Technical Authority.
- 2.11.3 If contamination is evident in the condensate, the Contractor must report this issue to the Technical Authority immediately, and recommend corrective action to be taken.

#### **2.12 Glycol Systems**

The Contractor is responsible for monitoring and reporting on glycol quality. The Contractor is responsible to perform on-site inspections and tests of glycol systems for concentration of the corrosion inhibitor, Glycol pH, Specific Conductance, Total Iron, Copper, Sodium Nitrate, Percent Glycol, Freeze Point, Reserve Alkalinity and Orthophosphate.

- 2.12.1 The Contractor must ensure that all make-up to the glycol system is via a water softener, which ensures that the make-up water minerals are within the following recommended limits by the glycol supplier.

Chloride	25 ppm, maximum
Sulphate	25 ppm, maximum
Calcium	50 ppm, maximum
Magnesium	50 ppm, maximum

### **2.13 Microbiological Control**

The Contractor must implement a biological control program to control Algae, Fungi, Legionella, and other bacteria to ensure compliance with PSPC Standard MD15161, The control of Legionella in Mechanical Systems.

- 2.13.1 In the event that the micro-biological program does not control the growth and spread of Algae, Fungi, or Legionella adequately, the Contractor must provide an alternate treatment at no additional cost.

**2.13.2 If system cleaning is required as a result of micro-biological fouling, the contractor is responsible to bear the cost of such cleaning.**

### **2.14 Chemical Storage**

The Contractor must deliver all chemicals to the proper storage facility and must ensure that all chemicals left on site are properly stored as per the Plant Chief's recommendations.

- 2.14.1 The area of storage will be provided by the PWGSC site authority.
- 2.14.2 The Contractor must store only the product needed to be used between testing periods.
- 2.14.3 The Contractor must remove all spent or empty chemical containers promptly on each visit.

### **2.15 Training**

The Contractor must provide training to the operators to ensure smooth operation of the water treatment program. This training must be done as soon as possible after contract award and must be updated as required when significant changes in the Contractor's chemical treatment program are made. When changes in the chemical water treatment program are made, the Contractor is responsible for providing all procedures, test kits and training required to maintain adequate treatment.

- 2.15.1 Formal in-class training sessions must be provided to familiarize PWGSC personnel with the water treatment system, practices, and procedures. Training must be performed in both official languages. **Maximum class size 10 persons.**
- 2.15.2 Classrooms for training sessions will be provided by the Technical Authority.
- 2.15.3 Training sessions must provide in-depth information on the theory and operation of the chemical water treatment program and should be a minimum half-day duration per training session in order to disseminate all pertinent information.
- 2.15.4 Scheduling of training sessions must be coordinated with the Technical Authority.
- 2.15.5 The Contractor must provide one (1) complete hard copy and one (1) complete soft copy in both official languages, in Microsoft Word format, of the training material (curriculum) to the Technical Authority for approval and reproduction seven (7) days prior to the training session. PWGSC will make copies and distribute to the PWGSC personnel at the training sessions.

## **2.16 “As and When” Required Services**

The Contractor must perform the following on an “As and When” requested basis:

- 2.16.1 Water Analysis
  - Legionella Culture sampling and analysis other than scheduled
  - QPCR sampling and analysis other than scheduled
  - Bacterial analysis other than scheduled
- 2.16.2 Equipment inspection and analysis outside the scope of work

## **2.17 Reporting**

### **2.17.1 Interim or Incident Reporting**

The Contractor must report to the Technical Authority all visits not part of the scheduled services. The Contractor must follow-up by email within twenty-four (24) hours of these unscheduled visits.

The report must detail the work completed, who requested the work, any work outstanding and reasons, and the estimated time of completion.

The Contractor will call to the attention of Operating Staff any improper procedures noted and provide a written report to the Technical Authority.

### **2.17.2 Service Reports**

A signed, written Service Report must be completed for each time service is performed, scheduled and “As and When” requested. Service reports must be provided in electronic format in PDF via email or share-point service.



## 2.18 Suggested Water Chemistry Limits

### 2.18.1 Steam Boiler Controls

Steam Boiler Controls	
OH Alkalinity	200ppm – 250ppm
TDS (Conductivity)	3000 – 3500 mmohs
SO <sub>3</sub> Sulphite (residual)	30 – 50 ppm
PO <sub>4</sub> (Phosphate)	10 - 15 ppm
Condensate PH (feed water)	8.5 to 9.5

### 2.18.2 Water Boiler Controls

Water Boiler Controls	
TDS (Conductivity)	3000 – 3500 mmohs
SO <sub>3</sub> Sulphite (residual)	30 – 50 ppm
PO <sub>4</sub> (Phosphate)	10 - 15 ppm
PH (hot water)	8.5 to 9.5

### 2.18.3 Levels of TDS

Typical permissible levels of TDS in parts per million (ppm) boiler water TDS Type of Boiler	
Water tube – High Pressure	1,000 ppm
Vertical shell	2,500 ppm
Modern packaged 3 pass	3,000 ppm
Older economic 2 pass	4,500 ppm
Water tube – Low Pressure	5,000 ppm
Lancashire	10,000 ppm

### 2.18.4 Cooling Tower (closed)

Cooling Tower (closed)	
TDS (Conductivity)	1200 – 1300 mmohs
SO <sub>3</sub> Sulphite (residual)	50 – 100 ppm
PO <sub>4</sub> (Phosphate)	10 - 15 ppm
PH (hot water)	8.5 to 9.5
Corrosion Coupon	Ion =0.5 mpy, Copper = 0.2 mpy: test every 30 to 90 days

#### 2.18.5 Cooling Tower (open)

<b>Cooling Tower (open)</b>	
TDS (Conductivity)	3000 – 3500 mmohs
CaCO <sub>3</sub> (residual)	20 – 50 ppm
PO <sub>4</sub> (Phosphate)	10 - 20 ppm
PH (hot water)	8.5 to 9.5
Corrosion Coupon	Ion =0.5 mpy, Copper = 0.2 mpy: test every 30 to 90 days

#### 2.18.6 Glycols Systems Heating

<b>Glycols Systems Heating</b>	
Ethylene Glycol	
PH	8.5 to 9.5
Volume %	48 – 52 at -34 °C to -40°C
Propylene Glycol	
PH	8.5 to 9.5
Volume %	50 – 54 at -34 °C to -40°C

#### 2.18.7 Glycols Systems Cooling

<b>Glycols Systems Cooling</b>	
Ethylene Glycol	
PH	8.5 to 9.5
Volume %	30 – 35 at -16 °C to -19°C
Propylene Glycol	
PH	8.5 to 9.5
Volume %	35 – 40 at -16 °C to -19°C





The Confederation Building	Hot H <sub>2</sub> O	4 m <sup>3</sup>	Quarterly Price = Yearly Total =	\$	\$	\$	\$	\$	\$	\$
1170 Algoma Drive	Hot H <sub>2</sub> O	23 m <sup>3</sup>	Quarterly Price = Yearly Total =	\$	\$	\$	\$	\$	\$	\$
	Gray Water	2 m <sup>3</sup>	Quarterly Price = Yearly Total =	\$	\$	\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$	\$	\$
The Conference Center	Hot H <sub>2</sub> O	4 m <sup>3</sup>	Quarterly Price = Yearly Total =	\$	\$	\$	\$	\$	\$	\$
	Glycol Cooling	4 m <sup>3</sup>	Quarterly Price = Yearly Total =	\$	\$	\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$	\$	\$
Supreme Court , 345 Wellington St., Ottawa	Hot H <sub>2</sub> O	8 m <sup>3</sup>	Quarterly Price = Yearly Total =	\$	\$	\$	\$	\$	\$	\$
	Glycol	3 m <sup>3</sup>	Quarterly Price = Yearly Total =	\$	\$	\$	\$	\$	\$	\$
	Glycol	3 m <sup>3</sup>	Quarterly Price = Yearly Total =	\$	\$	\$	\$	\$	\$	\$
<b>FIRM YEARLY TOTALS</b>				\$	\$	\$	\$	\$	\$	\$
<b>FIRM TOTAL</b>										

**\*\* Firm period: from contract award to March 31st 2020.**

**Pricing Schedule 2**

As and When Services		Capacity	Inspection Frequency (based on 1,000m <sup>3</sup> /GJ)	YR1	Option Yr1	Option Yr2	Option Yr3	Option Yr4	OptionYr5
LEGIONELLA SAMPLING & LAB WORK	Service	Product							
		Cooling Towers	1,000m <sup>3</sup>	Monthly Price = Yearly Total =	\$ \$	\$ \$	\$ \$	\$ \$	\$ \$
		Spray wash systems	1,000m <sup>3</sup>	Monthly Price = Yearly Total =	\$ \$	\$ \$	\$ \$	\$ \$	\$ \$
		Steam	1,000m <sup>3</sup>	Monthly Price = Yearly Total =	\$ \$	\$ \$	\$ \$	\$ \$	\$ \$
BOILERS		Condensate	1,000GJ	Monthly Price = Yearly Total =	\$ \$	\$ \$	\$ \$	\$ \$	\$ \$





Government of Canada  
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Contract Number / Numéro du contrat

EJ195-18-3093

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SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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

TBS/SCT 350-103(2004/12)

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Canada



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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC Information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes  
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC Information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

☐ RELIABILITY STATUS

☐ CONFIDENTIAL

☒ SECRET

☐ TOP SECRET

☐ TOP SECRET - SIGINT

☐ NATO CONFIDENTIAL

☐ NATO SECRET

☐ COSMIC TOP SECRET

☐ SITE ACCESS

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

☒ No ☐ Yes  
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No ☐ Yes  
Non Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED Information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC Information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No ☐ Yes  
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☒ No ☐ Yes  
Non Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED Information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

☒ No ☐ Yes  
Non Oui

TBS/SC 350-103(2004/12)

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

## **ANNEX D to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)

## ANNEX "E"

### INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$5,000,000** 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. 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.