



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

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**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 CONTAINS A SECURITY
REQUIREMENT / DOCUMENT CONTIENT DES
EXIGENCES RELATIVES À LA SÉCURITÉ

Title - Sujet Maintenance Services	
Solicitation No. - N° de l'invitation KW405-190212/A	Date 2018-12-07
Client Reference No. - N° de référence du client KW405-190212	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-304-7673	
File No. - N° de dossier TOR-8-41114 (304)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-01-23	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Adler Brooks, Julie	Buyer Id - Id de l'acheteur tor304
Telephone No. - N° de téléphone (905) 615-2467 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF THE ENVIRONMENT 867 Lakeshore Road Burlington Ontario L7R4A6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

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

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

1.5 Optional Site Visit

There is an optional site visit associated with this requirement.

1.6 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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: 90 days

2.2 Submission of Bids

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

Bid Receiving Unit – Acquisitions Ontario Region
33 City Center Drive, Suite 480C
Mississauga ON L5B 2N5

TPSGC.ordreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

(Bids/Offer will not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.)

905-615-2095

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 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 867 Lakeshore Road in Burlington ON L7S 1A1 on January 9th, 2019. The site visit will begin at 10:30 am EST in the lobby.

Bidders are requested to communicate with the Contracting Authority no later than January 8th, 2019 at 4:00 pm EST to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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: Financial Bid
Section II: Certifications

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: Financial Bid (1 hard copy)
Section II: Certifications (1 hard 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: Financial Bid

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

3.1.1 Electronic Payment of Invoices – Bid

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

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If Annex G 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.

3.1.2 Exchange Rate Fluctuation

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

Section II: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The Bidder must submit pricing in accordance with Annex B, Basis of Payment, with their bid at bid closing.

The price used in the evaluation will be the Total Evaluation Cost which is calculated as follows:

Total Evaluation Cost is the sum of the Total Estimated Extended Prices for categories 1-4.

The Total Estimated Usage for each line item will be multiplied by the Firm Unit Price or Firm Rate to determine the Extended Estimated Price for that line item. The sum of all line items will be used to determine the Total Estimated Extended Price for each category.

4.2 Basis of Selection

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

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 The following security requirements (SRCL and related clauses provided by 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).

6.2 Statement of Work

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

6.3 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

6.3.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex E.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide thee Project Authority, within 1 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.3.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$_____ (*amount will be inserted at contract award*), Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

6.3.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

6.3.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex F. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

6.4 Standard Clauses and Conditions

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

6.4.1 General Conditions

[2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.5 Term of Contract

6.5.1 Period of the Contract

The period of the Contract is from Contract Award to March 31st, 2021 inclusive.

6.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional one-year periods, from April 1st 2021, to March 31st, 2022, and April 1st 2022, to March 31st 2023, 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 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5.3 Delivery Points

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

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Julie Adler Brooks
Title: Senior Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 480C-33 City Center Drive, Mississauga ON L5B 2N5

Telephone: 905-615-2467
E-mail address: Julie.adlerbrooks@pwsqc.gc.ca

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

6.6.2 Project Authority

The Project Authority for the Contract is:

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

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

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

6.6.3 Contractor's Representative

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

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

6.7 Proactive Disclosure of Contracts with Former Public Servants

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

6.8 Payment

6.8.1 Basis of Payment Firm Requirement

For the Work described in 4.1-4.4 of the Statement of Work in Annex A:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm unit prices for a cost of \$_____ (*will be inserted at Contract Award*). Customs duties are included and Applicable Taxes are extra.

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

6.8.2 Limitation of expenditure Firm Requirement

For the Work described in 4.1-4.4 of the Statement of Work in Annex A:

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.
2. 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,whichever comes first.
3. 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.

6.8.3 Basis of Payment: Individual Task Authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.8.4 Limitation of Expenditure – Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ (*will be inserted at Contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or

- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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

6.8.5 Monthly Payment

SACC Manual Clause [H1008C](#) (2008-05-12), Monthly Payment.

6.8.6 SACC Manual Clauses

SACC Manual Clause [A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department.

6.8.7 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)

6.8.8 Time Verification

SACC Manual Clause [C0711C](#) (2008-05-12), Time Verification.

6.9 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the Task Authorization, or a description of the service invoiced, as applicable;
 - b. a copy of time sheets to support the time claimed;
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.10 Certifications and Additional Information

6.10.1 Compliance

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

6.11 Applicable Laws

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

6.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2018-06-21) General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Insurance Requirements
- (g) the Contractor's bid dated _____ (*will be inserted at Contract award*).

6.13 SACC Manual Clauses

SACC Manual Clause [A9019C](#) (2011-05-16), Hazardous Waste Disposal.
SACC Manual Clause [A9068C](#) (2010-01-11), Government Site Regulations.
SACC Manual Clause [B9031C](#) (2011-05-16), Canada's Obligation – Portion of the Work – Task Authorization.

6.14 Insurance

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

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

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

ANNEX A

STATEMENT OF WORK

COGENERATION SYSTEM MAINTENANCE SERVICES

1.0 BACKGROUND

The Canada Centre for Inland Waters (CCIW) in Burlington, Ontario is Environment and Climate Change Canada's largest freshwater research facility. A cogeneration system producing electricity, hot water and steam was installed in the mid-1990s. In 2009, the system was 'islanded' to provide Critical and Life Safety Power to the facility during disruption to the incoming hydro service.

2.0 SCOPE OF WORK

The Contractor must provide maintenance services to the Canada Centre for Inland Waters (CCIW) for the Caterpillar G3516 Genset, Serial Number 4EK00583. The scope of the maintenance includes scheduled maintenance, unscheduled repairs, an emergency generator rental, and a top-end overhaul.

3.0 DEFINITIONS

Engine Auxiliary Support Systems – Means items necessary to support the operation of the Genset, such as, but not limited to: Heat Exchangers, Auxiliary Pumps, and PLCs.

Maintenance – Means all scheduled tasks required to maintain the Genset in good operating condition.

Emergency Repairs – Means repairs for unscheduled failures, sudden, unforeseen, and accidental breakdown of the engine and equipment.

Operation – Means the daily activities and functions of the plant, required to achieve and maintain necessary operating levels of plant service.

Overhaul – Means the interval at which the major wear items in the engine should be replaced.

Parts – Means any item or equipment, mechanical or electrical device, or other item of the Caterpillar G3516 Genset that must be repaired or replaced for any reason in connection with the maintenance or operation of the energy plant.

Schedule of Services – Means a chart produced by the Contractor detailing the maintenance required for each piece of covered equipment produced in accordance with operating and maintenance manuals, and the maintenance management schedules, including the *Operation and Maintenance Canada Centre for Inland Waters Cat 3516TA 1800 rpm 810kW 600V Gen Set. Volumes 1 & 2.*

Supplies – Means consumable item such as Oils, Greases, Fluids, Wipers, Cleaning agents.

4.0 TASKS

The Contractor must perform all maintenance tasks indicated below:

4.1 Preventative Maintenance Service: Performed Every 6 Weeks

4.1.1 Check the batteries and the battery charger for operation. Check battery electrolyte level;

- 4.1.2 Lubricate actuator control linkage;
- 4.1.3 Inspect hoses and clamps and repair, if required;
- 4.1.4 Clean and adjust spark plugs;
- 4.1.5 Change the oil and filters;
- 4.1.6 Drain the aftercooler condensation;
- 4.1.7 Inspect the crank shaft damper;
- 4.1.8 Clean the crankshaft breather;
- 4.1.9 Check the conditions of the engine mounts and repair, if required;
- 4.1.10 Take an oil sample SOS (Scheduled Oil Sampling) to check for excessive wear, contaminated fluids, or other "unseen" issues;
- 4.1.11 Take a coolant sample from the Jacket water system;
- 4.1.12 Take a coolant sample from the Aftercooler system;
- 4.1.13 Adjust the valve brige;
- 4.1.14 Adjust the valve lash;
- 4.1.15 Measure the valve recession;
- 4.1.16 Inspect the valve rotators;
- 4.1.17 Inspect the exhaust system piping and muffler;
- 4.1.18 Inspect and top up coolant level;
- 4.1.19 Inspect for any coolant leaks;
- 4.1.20 Inspect for any oil leaks;
- 4.1.21 Inspect turbo charger;
- 4.1.22 Inspect inlet air system; and
- 4.1.23 Inspect, clean, and adjust engine speed sensor.

4.2 Preventative Maintenance Service: Performed Every 12 Weeks (in addition to 4.1)

- 4.2.1 Change the spark plugs; and
- 4.2.2 Full Inspection of the Genset, including: Auxiliary Pumps, PLCs, and all engine auxiliary support systems.

4.3 Preventative Maintenance Service: Performed Annually

- 4.3.1 Replace engine speed sensor;
- 4.3.2 Take a Cooling system coolant sample;
- 4.3.3 Inspect the turbocharger;
- 4.3.4 Measure and record Crankcase blowby;
- 4.3.5 Measure and record cylinder pressure;
- 4.3.6 Check driven equipment;
- 4.3.7 Check engine mounts;
- 4.3.8 Check engine protective devices;
- 4.3.9 Inspect the exhaust bypass;
- 4.3.10 Inspect the starting motor;
- 4.3.11 Inspect the water pump;
- 4.3.12 Measure the height on the valves;
- 4.3.13 Replace heads (16) based on valves recession; and
- 4.3.14 Perform the necessary measurements and tests in order to determine the wear and tear of the engine and submit recommendations to the Project Authority in writing if overhaul is required.

4.4 Scheduled Maintenance Reports

- 4.4.1 Following every site visit for scheduled maintenance, the Contractor must provide a detailed report of the work completed as per the scope of work, and leave a copy in the Cogen report book near the unit. The Contractor must notify the Project Authority immediately of any condition found that might jeopardize plant operations.

4.5 Corrective Maintenance Service: Performed As Required

4.5.1 The Contractor must provide a fully-fueled standby generator within 24 hours of when requested by the Project Authority for corrective (emergency) repairs that can be connected to the existing auxiliary connection terminals.

4.6 Top-End Overhaul: Performed As Required

4.6.1 The Contractor must provide a top end overhaul of the CCIW Cogeneration System once during the span of this Contract. The contractor must rebuild the engine with new parts and replace worn parts.

4.6.2 In addition, the Contractor must perform a complete inspection of all other parts that are visible while the engine is opened.

4.6.3 The Contractor must replace disturbed seals and gaskets, and clean the internal passages of the engine components and cylinder block during the overhaul.

4.6.4 All of overhaul parts must be new from a Caterpillar dealer using an overhaul kit. All the parts and seals must be included in the overhaul service. The components must be inspected in accordance with the instructions found in Caterpillar reusability publications. The Contractor must inspect and use parts in accordance with the *Index Of Publications On Reusability Or Salvage Of Used Parts* section of the *Guideline For Reusable Parts and Salvage Operations, SEBF8029*.

4.6.5 The following list of parts must be replaced during the overhaul:

- 4.6.5.1 Cylinder head – bare;
- 4.6.5.2 Cylinder head - assembly and group;
- 4.6.5.3 Connecting rods;
- 4.6.5.4 Crankshaft – undersized;
- 4.6.5.5 Crankshaft - upgrade to new;
- 4.6.5.6 Complete turbocharger;
- 4.6.5.7 Turbocharger cartridges;
- 4.6.5.8 Water pumps;
- 4.6.5.9 Oil pump;
- 4.6.5.10 Oil cooler and aftercooler cores;
- 4.6.5.11 Bearings;
- 4.6.5.12 Alternator;
- 4.6.5.13 Starting motor;
- 4.6.5.14 Governor and Carburetor; and
- 4.6.5.15 Gas Pressure Regulator.

4.6.6 Note: Engine has 16 cylinder heads, two turbos, and two water pumps.

5.0 CONSTRAINTS

5.1 The Contractor must respond to emergency calls 24 hours per day, 7 days a week. When informed of an emergency repair, the Contractor must be on site within 4 hours.

5.2 All scheduled maintenance except emergency repairs must take place during off peak hours (not during Monday –Friday 7:00-19:00).

5.3 The Contractor must supply the Engine Oil, and the Cooling System Additive for the closed loop within the engine only The Contractor must remove the waste oil, coolant, and filters

from the site and dispose of them in accordance with CCME codes. The Contractor must ensure that all fluids conform to Caterpillar recommended specifications. The oil is CAT Natural Gas Engine Oil SAE 40. An oil change involves 2-3 drums of new oil.

- 5.4 The Contractor must produce a chart of scheduled services with dates and times for the Project Authority to review and approve.
- 5.5 The Contractor must inform the Project Authority if there are any updated maintenance recommendations from Caterpillar.
- 5.6 The Contractor must leave the site clean and tidy and in safe working condition.
- 5.7 The Contractor must maintain the engine in accordance with the recommended Caterpillar maintenance practices in the latest edition of Caterpillar's Operating and Maintenance manual for G3500 engines.
- 5.8 All engine parts must approved by Caterpillar. Parts re-manufactured by Caterpillar are acceptable.
- 5.9 The Contractor must use the necessary special tools required to work on the engine.

6.0 SITE ACCESS

- 6.1 The Contractor will be escorted while at CCIW.
- 6.2 All Contractors' employees must sign in and out at the main security desk, when performing any service on site. The Contractor must provide the Project Authority the names of employees coming on site in order to obtain temporary passes for them.
- 6.3 The address of the site is:

867 Lakeshore Road
Burlington ON L7S 1A1

7.0 ENVIRONMENT

- 7.1 The Contractor must follow all Federal, Provincial, or Municipal Environmental guidelines for storing, handling, disposing, or transporting chemicals, waste oil, and used oil filters, that have been generated by, or through maintenance carried out at the Power Plant.

8.0 EMERGENCY EVACUATION

- 8.1 A copy of CCIW Fire Emergency Orders will be issued to the Contractor at contract award. It is the Contractor's responsibility to ensure that the resources they send on site are in compliance with these orders at all times. In the event of an evacuation, resources must obey instructions received from members of the CCIW Fire Emergency Organization, or others having the authority to issue such instructions.

ANNEX B

BASIS OF PAYMENT

Prices for the supply and delivery of the requirement in accordance with Annex A must be firm, in Canadian Funds, with customs duties, excise taxes and delivery charges included. Harmonized Sales Tax is extra if it is applicable.

**Items in italics are for evaluation purposes only, and will be removed at Contract Award.*

A. Firm Requirements

Category 1: Scheduled Maintenance

Scheduled Maintenance in accordance with Annex A, Statement of Work.

		A	B	C
#	Description	<i>Estimated Quantity</i>	Firm Unit Price	<i>Extended Estimated Price (A x B)</i>
1.0	Firm Year 1 - Contract Award to March 31st, 2019			
1.1	Preventative Maintenance Performed Every 6 Weeks	1	\$	\$
1.2	Preventative Maintenance Performed Every 12 Weeks	1	\$	\$
1.3	Preventative Maintenance Performed Annually	1	\$	\$
2.0	Firm Year 2 - April 1st, 2019 to March 31st, 2020			
2.1	Preventative Maintenance Performed Every 6 Weeks	9	\$	\$
2.2	Preventative Maintenance Performed Every 12 Weeks	5	\$	\$
2.3	Preventative Maintenance Performed Annually	1	\$	\$
3.0	Firm Year 3 - April 1st, 2020 to March 31st, 2021			
3.1	Preventative Maintenance Performed Every 6 Weeks	9	\$	\$
3.2	Preventative Maintenance Performed Every 12 Weeks	5	\$	\$
3.3	Preventative Maintenance Performed Annually	1	\$	\$
4.0	Option Year 1 - April 1st, 2021 to March 31st, 2022			

4.1	Preventative Maintenance Performed Every 6 Weeks	9	\$	\$
4.2	Preventative Maintenance Performed Every 12 Weeks	5	\$	\$
4.3	Preventative Maintenance Performed Annually	1	\$	\$
5.0 Option Year 2 - April 1st, 2022 to March 31st, 2023				
5.1	Preventative Maintenance Performed Every 6 Weeks	9	\$	\$
5.2	Preventative Maintenance Performed Every 12 Weeks	5	\$	\$
5.3	Preventative Maintenance Performed Annually	1	\$	\$
<i>Total Extended Category 1 Price (Sum of Extended Estimated Prices in Column C)</i>				\$

B. As and when requested Requirements

Category 2: Unscheduled Repairs

Unscheduled Repairs in accordance with Annex A, Statement of Work.

		A	B	C
#	Description	<i>Estimated Quantity</i>	Firm Rate	<i>Extended Estimated Price (A x B)</i>
1.0 Firm Year 1 - Contract Award to March 31st, 2019				
1.1	Unscheduled Repairs	20 hours	\$ /hour	\$
2.0 Firm Year 2 - April 1st, 2019 to March 31st, 2020				
2.1	Unscheduled Repairs	20 hours	\$ /hour	\$
3.0 Firm Year 3 - April 1st, 2020 to March 31st, 2021				
3.1	Unscheduled Repairs	20 hours	\$ /hour	\$
4.0 Option Year 1 - April 1st, 2021 to March 31st, 2022				
4.1	Unscheduled Repairs	20 hours	\$ /hour	\$
5.0 Option Year 2 - April 1st, 2022 to March 31st, 2023				
5.1	Unscheduled Repairs	20 hours	\$ /hour	\$
<i>Total Extended Category 2 Price (Sum of Extended Estimated Prices in Column C)</i>				\$

Category 3: Emergency Generator Rental

Emergency Generator Rental in accordance with Annex A, Statement of Work.

		A	B	C
#	Description	Estimated Quantity	Firm Rate	Extended Estimated Price (A x B)
1.0	Firm Year 1 - Contract Award to March 31st, 2019			
1.1	Rental of Emergency Generator	5 days	\$ /day	\$
2.0	Firm Year 2 - April 1st, 2019 to March 31st, 2020			
2.1	Rental of Emergency Generator	5 days	\$ /day	\$
3.0	Firm Year 3 - April 1st, 2020 to March 31st, 2021			
3.1	Rental of Emergency Generator	5 days	\$ /day	\$
4.0	Option Year 1 - April 1st, 2021 to March 31st, 2022			
4.1	Rental of Emergency Generator	5 days	\$ /day	\$
5.0	Option Year 2 - April 1st, 2022 to March 31st, 2023			
5.1	Rental of Emergency Generator	5 days	\$ /day	\$
<i>Total Extended Category 3 Price (Sum of Extended Estimated Prices in Column C)</i>				\$

Category 4: Top-End Overhaul

Top-End Overhaul in accordance with Annex A, Statement of Work.

		A	B	C
#	Description	Estimated Quantity	Firm Unit Price	Extended Estimated Price (A x B)
1	Top-End Overhaul	1	\$	\$
<i>Total Extended Category 4 Price (Sum of Extended Estimated Prices in Column C)</i>				\$

TOTAL EVALUATION COST – SUM OF THE TOTAL EXTENDED PRICES FOR CATEGORIES 1- 4:

\$ _____

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

 Government of Canada / Gouvernement du Canada	Contract Number / Numéro du contrat 130004766
	Security Classification / Classification de sécurité Unclassified

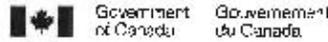
**SECURITY REQUIREMENTS CHECK LIST (SRCL)
 LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

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 CI SA	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Chief Description of Work / Brève description du travail N° de contrat de sous-traitance (Équipement) 2014		
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 / Non <input type="checkbox"/> Yes / 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 ou sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / 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 et/ou ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the areas of access using the chart in Ques. 7. c) (Préciser les zones d'accès en utilisant le tableau de la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g., cleaners, maintenance personnel) require access to restricted access areas? Le fournisseur et/ou ses employés (e.g., nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à ces renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is it a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commercial sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to / Limité à <input type="checkbox"/>	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	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 <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 350 103/2004121

Security Classification / Classification de sécurité
 Unclassified





Contract Number / Numéro du contrat 5200035/66
Security Classification / Classification de sécurité Unclassified

PART A (continued) / PARTIE A (suite)

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

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?
 Short Title(s) of material / Titre(s) abrégé(s) du matériel:
 Document Number / Numéro du document: No / Non Yes / Oui

PART B - PERSONNEL (SUPPLIERS) / PARTIE B - PERSONNEL (FOURNISSEUR)

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

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SIFF ACCESS ACCÈS AUX SIFF/ACFMP/MS	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 sous-traitement sécuritaire peut-il se voir confier des parties du travail?
 If Yes, will unscreened personnel be screened?
 Dans l'affirmative, le personnel en question sera-t-il examiné?
 No / Non Yes / Oui
 No / Non Yes / 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 / Non Yes / 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 / Non Yes / 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 seront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?
 No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF A 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 / Non Yes / 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 / Non Yes / Oui

ISSUE: 35X-105/2104/02

Security Classification / Classification de sécurité
 Unclassified





Contract Number / Numéro du contrat 500035765
Security Classification / Classification de sécurité Unclassified

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. Note: In the case of users who complete the form online (via the Internet), the responses to previous questions are automatically entered in the summary chart.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				OTHER				
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO CONFIDENTIAL	NATO CONFIDENTIAL	NATO SECRET	CLASSIFIED	CONFIDENTIAL	SECRET	TOP SECRET	Other	Other
Information Assets / Ressources d'information															
Physical Assets / Ressources physiques															
Electronic Assets / Ressources électroniques															

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail inscrite par le présent LVRS 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".
 Si Oui, 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 LVRS 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).
 Si Oui, 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

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractors Pollution 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 \$1,000,000 per accident or occurrence and in the annual aggregate.
2. 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.
3. The Contractors Pollution 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. 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.
 - c. Separation of Insureds: 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.

-
- d. **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.
 - e. **Incidental Transit Extension:** The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. **Storage Tank Third-Party Liability -** The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. 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.

ANNEX E

"TASK AUTHORIZATION" FORM



Public Works and Government Services Canada
 Travaux publics et Services gouvernementaux Canada

Annex
Annexe _____

Task Authorization
Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité No - Non Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) Included in the Contract SI OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat ▶	

For Revision only - Aux fins de révision seulement		
TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$

Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.
Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint
B. Basis of Payment - Base de paiement	See Attached - Ci-joint
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint

Solicitation No. - N° de l'invitation
KW405-190212/A
Client Ref. No. - N° de réf. du client
KW405-190212

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-8-41114

Buyer ID - Id de l'acheteur
tor304
CCC No./N° CCC - FMS No./N° VME

Annex
Annexe _____

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date

Solicitation No. - N° de l'invitation
 KW405-190212/A
 Client Ref. No. - N° de réf. du client
 KW405-190212

Amd. No. - N° de la modif.
 File No. - N° du dossier
 TOR-8-41114

Buyer ID - Id de l'acheteur
 tor304
 CCC No./N° CCC - FMS No./N° VME

ANNEX F

REPORTING DATA – TASK AUTHORIZATION

Reports must be submitted to the Contracting Authority to: Julie.adlerbrooks@pwgsc.gc.ca. Reports must be submitted every quarter as detailed under article 6.3.4 Periodic Usage Reports – Contracts with Task Authorizations of the contract.

Contractor's Name:		Contractor's Contact Info: _____				
Contract #: KW405-190212/A		Title: COGENERATION SYSTEM MAINTENANCE SERVICES				
Total Value to date (excluding taxes):						
Authorized Task # (or revision #)	Brief Description of task	Total estimated cost per task (excluding taxes)	Total Cost (Excluding Taxes)	Start Date	Completion Date	Active Status

NIL Report: We have not performed any authorized tasks for contract KW405-190212/A for this period ___

Solicitation No. - N° de l'invitation
KW405-190212/A
Client Ref. No. - N° de réf. du client
KW405-190212

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-8-41114

Buyer ID - Id de l'acheteur
tor304
CCC No./N° CCC - FMS No./N° VME

ANNEX G

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts 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)