



Shared Services Canada
Services partagés Canada

**RETURN RESPONSES TO /
RETOURNER LES RÉPONSES À:**

Shared Services Canada |
Services partagés Canada

Email Address / Courriel:

ssc.ssc-dc-rfp-spc-cd-dp.spc@canada.ca

**REQUEST FOR PROPOSAL/ DEMANDE DE
PROPOSITION**

Proposal To: Shared 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 thereof.

Proposition aux: Services partagés 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-annexées, au(x) prix indiqué(s)

COMMENTS - COMMENTAIRES

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT /

DOCUMENT CONTIENT DES EXIGENCES
RELATIVES À LA SÉCURITÉ

**ISSUING OFFICE / BUREAU DE
DISTRIBUTION:**

SSC|SPC

Procurement and Vendor Relationships |
Achats et relations avec les fournisseurs
Transformation Initiatives |
Initiatives de transformation

180, rue Kent Street,
13th Floor / 13ième étage
P.O. Box 9808, STN T CSC /
CP 9808, succursale T CSC
Ottawa, Ontario K1G 4A8

Title / Sujet Eaton Powerware batteries with installation and removal	
Solicitation No. / Numéro de l'invitation 17-66944	Date
Client Reference No. / No de référence du client 17-66944	
Requisition No. / Numéro de la demande	
Solicitation closes - L'invitation prend fin on – le January 23, 2019 – le 23 janvier, 2019 at – à 2:00 PM Eastern Daylight Time (EDT) 14 :00 Heure normale de l'Est (HNE)	
Address Inquiries to Adresser toutes questions à: SSC Data Centre RFP	Buyer Id Id de l'acheteur
Telephone No. – N° de téléphone : (613) 219-4703	
Email - Courriel ssc.ssc-dc-rfp-spc-cd-dp.spc@canada.ca	
Delivery required - Livraison exigée See Herein / Voir aux présentes	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Surrey RCMP Detachment 14355 57 th Avenue Surrey, BC V3X 1A9	
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
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	_____

**BID SOLICITATION FOR 50KVA POWERWARE BATTERIES, INSTALLATION AND REMOVAL
FOR THE SURREY RCMP MUNICIPAL DETACHMENT**

TABLE OF CONTENTS

1.1	Introduction	4
1.2	Summary	4
1.3	Debriefings	4
PART 2	BIDDER INSTRUCTIONS	5
2.1	Standard Instructions, Clauses and Conditions	5
2.2	SACC Manual Clauses	5
	The following clauses are incorporated by reference:	5
2.3	Submission of Bids.....	5
2.4	Former Public Servant	5
2.5	Enquiries - Bid Solicitation	6
2.6	Applicable Laws	7
PART 3	BID PREPARATION INSTRUCTIONS	8
3.1	Bid Preparation Instructions	8
3.2	Section I: Technical Bid	8
3.3	Section II: Financial Bid	9
PART 4	EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1	Evaluation Procedures	10
4.2	Technical Evaluation - Mandatory Technical Criteria	10
4.3	Financial Evaluation.....	11
4.4	Basis of Selection	11
4.5	Evaluation Procedures for Equivalent Products	11
PART 5	CERTIFICATIONS	12
5.2	Additional Certifications Precedent to Contract Award.....	12
5.3	Additional Certifications Precedent to Contract Award and Certifications Required with Bid.	13
PART 6	SECURITY, FINANCIAL AND OTHER REQUIREMENTS	14
6.1	Security Requirement	14
6.2	Insurance Requirements.....	14
PART 7	RESULTING CONTRACT CLAUSES	15
7.1	Requirement	15
7.2	Standard Clauses and Conditions	15
7.3	Security Requirement	16
	Note: Facility Access 2 – Escort Required.....	16
7.4	Delivery Date	16
7.5	Authorities	16
7.6	Proactive Disclosure of Contracts with Former Public Servants.....	16
7.7	Payment	17
7.8	Invoicing Instructions	18
7.9	Certifications	18
7.10	Applicable Laws	18
7.11	Priority of Documents	18
7.12	Foreign Nationals (Canadian Contractor).....	18
7.13	Insurance Requirements.....	18
7.14	Limitation of Liability - Information Management/Information Technology	19
7.15	Hardware	20
7.16	Safeguarding Electronic Media	20

7.17	Access to Canada's Property and Facilities	21
7.18	Termination for Convenience	21

List of Annexes to the Resulting Contract:

- Annex A Statement of Work, including Appendixes A & B
- Annex B Basis of Payment
- Annex C Security Requirement Check List
- Annex D Federal Contractors Program for Employment Equity – Certification

BID SOLICITATION FOR 50KVA POWERWARE BATTERIES, INSTALLATION AND REMOVAL FOR THE SURREY RCMP MUNICIPAL DETACHMENT

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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications 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.

1.2 Summary

The Surrey RCMP Municipal Detachment requires the replacement of two battery cabinets containing (40) 12V batteries each for a total of 80 batteries. These batteries are located in a limited space and therefore it is required that the delivery, installation and removal be completed during the same instance.

- 1.2.1 Only one contract will be awarded pursuant to this solicitation
- 1.2.2 There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://www.pwgsc.gc.ca/acquisitions/text/plain/plain-e.html#top>) 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-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force, and the Agreement on Internal Trade (AIT)
- 1.2.4 Bidders must provide a list of names, or other related information as needed, pursuant to section 01, Integrity Provisions - Bid of Standard Instructions 2003 - Goods or Services - Competitive Requirements.
- 1.2.5 There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement: see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity – Certification.

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 of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

PART 2 BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- 2.1.1 All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- 2.1.2 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.
- 2.1.3 The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC, except for section 5(2)(d).
- 2.1.4 Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16”
- 2.1.5 Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
- a) Delete: sixty (60) days
 - b) Insert: ninety (90) days
- 2.1.6 For purposes of this procurement the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.

2.2 SACC Manual Clauses

The following clauses are incorporated by reference:

B1501C (2006-06-16), Electrical Equipment

2.3 Submission of Bids

- 2.3.1 Bids must be submitted only to Shared Services Canada by the date, time and place indicated on page 1 of the bid solicitation.
- 2.3.2 Due to the nature of the bid solicitation, bids transmitted by facsimile to Shared Services Canada will not be accepted.
- 2.3.3 Vendors intending to submit a bid are requested to notify the Contracting Authority by email (email address can be found on page 1 of the solicitation document), prior to the bid closing date, indicating their intention to submit a bid. Arrangements should be made with the Contracting Authority at least 2 business days in advance of the RFP closing date stated on the front page. A time slot will be provided by the Contracting Authority to accept the hand delivered response.

2.4 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 with FPS, bidders must provide the information required below before contract award.

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 FPS 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.

2.5 Enquiries - Bid Solicitation

- 2.5.1 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.
- 2.5.2 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.6 Applicable Laws

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

PART 3 BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

3.1.1 Copies of Bid: Canada requests that bidders provide their bid in separately bound sections as follows:

3.1.2 Section I: Technical Bid (2 hard copies) and 2 soft copies on CD.

3.1.3 Section II: Financial Bid (1 hard copy) and 2 soft copies on CD.

3.1.4 Section III: Certifications (1 hard copies) and 1 soft copy on CD

3.1.5 Section IV: Supply Chain Integrity Information 1 soft copy on CD

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

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

3.1.8 Format for Bid: Canada requests that bidders follow the format instructions described below in the preparation of their bid:

3.1.9 use 8.5 x 11 inch (216 mm x 279 mm) paper;

3.1.10 use a numbering system that corresponds to the bid solicitation;

3.1.11 include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and

3.1.12 include a table of contents.

3.1.13 Canada's Policy on Green Procurement: 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. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

3.1.14 use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and

3.1.15 use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.

3.2 Section I: Technical Bid

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

3.2.2 The technical bid consists of the following:

3.2.3 Bid Submission Form: Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

- 3.2.4 Substantiation of Technical Compliance Form:** The technical bid must substantiate the compliance of the Bidder and its proposed solution and products with the specific articles of Annex A (Statement of Work) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

3.3 Section II: Financial Bid

- 3.3.1 Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- 3.3.2 All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the supply chain integrity, and the technical and the financial evaluation. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.

4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

4.1.3 In addition to any other time periods established in the bid solicitation:

4.1.4 Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have **2 working days** (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.

- i. verify any or all information provided by the Bidder in its bid; OR
- ii. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

the Bidder must provide the information requested by Canada within **2 working days** of a request by the Contracting Authority.

4.1.5 Extension of Time: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation - Mandatory Technical Criteria

4.2.1 Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

4.2.2 The mandatory requirements are as follows:

Criteria	Mandatory Evaluation Criteria	Cross Reference to Proposal
M.1	Batteries must be Eaton Powerware Model PWHR12280W4FR, 12V 280W or equivalent.	
M.2	The bidder must provide a detailed plan for the work they intend to complete, along with a schedule. This must include: <ul style="list-style-type: none"> • Working hours intended to complete the work must be between 8:00am and 4:30 PM, Monday to Friday, • removal and disposal of the old batteries and any packaging of the new batteries, and • installation and testing to confirm operation of the new batteries. 	
M.3	The bidder must demonstrate having a minimum of five (5) years' experience working with, installing & troubleshooting UPS systems.	
M.4	The bidder must provide documented proof of a valid insurance coverage with Work Safe BC.	

4.3 Financial Evaluation

4.3.1 The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders.

4.3.2 Formulae in Pricing Tables

If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

4.4 Basis of Selection

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

4.4.2 If more than one bidder is ranked first because of identical overall prices, then the bidder offering the best delivery date will be given preference.

4.5 Evaluation Procedures for Equivalent Products

4.5.1 This bid solicitation includes requirements to propose equipment that has been specified by brand name, model and/or part number in order to ensure compatibility, interoperability and interchangeability with existing equipment owned by Canada.

4.5.2 Products that are equivalent in form, fit, function and quality that are fully compatible, interchangeable, and interoperable with the existing equipment owned by Canada will be considered where the Bidder:

4.5.3 clearly designates in its bid the brand name, model and/or part number of the proposed equivalent product;

4.5.4 demonstrates that the proposed equivalent is fully compatible, interoperates with and is interchangeable with the item(s) specified in this bid solicitation;

4.5.5 provides complete specifications and descriptive technical documentation for each equivalent item proposed;

4.5.6 substantiates the compliance of its proposed equivalent by demonstrating that it meets all mandatory performance criteria that are specified in this bid solicitation; and

4.5.7 clearly identifies those areas in the specifications and descriptive technical documentation that demonstrate the equivalence of the proposed equivalent product.

4.5.8 If requested during evaluation, the Bidder must submit a sample of any proposed equivalent product to the Contracting Authority for testing.

4.5.9 If requested during evaluation, the Bidder must provide a demonstration of its proposed equivalent product.

4.5.10 Proposed equivalent products will be declared non-responsive if:

4.5.11 the bid fails to provide all the information required to allow the Contracting Authority to evaluate the equivalency of the proposed equivalent, including additional information requested by the Contracting Authority during the evaluation to supplement the information submitted in the bid (Note: it is the responsibility of the Bidder to include all information required to evaluate equivalency as described above; however, all bidders acknowledge that Canada will have the right, but not the obligation, to request any additional information during the evaluation that it requires to make a determination regarding equivalency);

4.5.12 the Contracting Authority determines that the proposed equivalent fails to meet or exceed the mandatory requirements specified in this bid solicitation; or

4.5.13 the Contracting Authority determines that the proposed equivalent is not equivalent in form, fit, function or quality to the item(s) specified in this bid solicitation or that the proposed equivalent is not fully compatible, interoperable and interchangeable with the existing equipment owned by Canada.

PART 5 CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

5.1.1 Code of Conduct and Certifications – Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications – Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) – Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2 Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will 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.

5.2.1 OEM Certification

5.2.2 Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

5.2.3 If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

5.2.4 For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

5.2.5 **Code of Conduct Certifications – Certifications Required Precedent to Contract Award**

5.2.6 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

5.2.7 The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form – PWGSC-TPSGC 229](#)) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

5.3 **Additional Certifications Precedent to Contract Award and Certifications Required with Bid.**

Bidders must submit the certifications as provided below:

5.3.1 Additional Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid at bid closing:

The bidder must provide documented proof of a valid insurance coverage with Work Safe BC.

PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- 6.1.1 Before award of a contract, the following conditions must be met:
- 6.1.2 the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 6.1.3 For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document (<http://tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) on the Departmental Standard Procurement Documents Website.

6.2 Insurance Requirements

- 6.2.1 SACC Manual clause G1007T (2016-01-28) Insurance Requirements

PART 7 RESULTING CONTRACT CLAUSES

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

7.1 Requirement

7.1.1 _____ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work in accordance with, and at the prices set out in, the Contract. This includes:

- i. supplying the purchased Hardware;

to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.

Client: Under the Contract, the "**Client**" is the **Royal Canadian Mounted Police (RCMP)**.

7.1.2 **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

7.1.3 **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:

- 7.1.4 any reference to a "**deliverable**" or "**deliverables**" includes the Hardware;

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 (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. All references contained within the General Conditions or Supplementary General Conditions to the Minister of Public Works and Government Services will be interpreted as a reference to the minister presiding over Shared Services Canada and all references to the Department of Public Works and Government Services will be interpreted as Shared Services Canada.

For purposes of this contract the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.

7.2.1 General Conditions:

2030 (2018-06-21) General Conditions - Higher Complexity - Goods, apply to and form part of the Contract. These General Conditions are amended as follows:

Section 2 of the General Conditions is amended as follows: delete "Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16"

Section 23(5) of the General Conditions – Higher Complexity – Goods is amended as follows: delete "Public Works and Government Services (PWGSC)" insert "Shared Services Canada" (SSC)

7.2.2 Supplemental General Conditions:

The following Supplemental General Conditions:

4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance:

apply to and form part of the Contract.

7.3 Security Requirement

No Personnel Security clearance required. The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

Note: Facility Access 2 – Escort Required

7.4 Delivery Date

All the deliverables must be received within 30 days from Contract Award date.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sandra Ladouceur
Title: Supply Specialist
Shared Services Canada
Telephone: 613-302-0677
E-mail address: Sandra.ladouceur2@canada.ca

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

7.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: To be completed at time of Award
Organization: To be completed at time of Award
Telephone: To be completed at time of Award
E-mail: To be completed at time of Award

The Technical Authority 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: _____
Organization: _____
Telephone: _____
E-mail: _____

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 Basis of Payment

7.7.2 **Purchased Hardware:** For providing the Hardware in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra.

Estimated Cost: \$ _____

7.7.3 **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

7.7.4 Method of Payment - Single Payment

H1000C (2008-05-12), Single Payment

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

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

7.7.5 Price Protection - Most Favoured Customer

7.7.6 To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) for a similar quality and quantity of goods and services in the year before the Contract was awarded.

7.7.7 The Contractor also agrees that, if after the date the Contract is issued it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).

7.7.8 At any time during the 6 years after making the final payment under the Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Contractor's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.

7.7.9 During this audit, the Contractor must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Contract was awarded until the end of the Contract Period. If the Contractor is required by law or by contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Chief Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and number and location of service locations).

7.7.10 In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.

7.7.11 If Canada's audit reveals that the Contractor charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year

before the Contract was awarded, or that the Contractor delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under the Contract, then the Contractor must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Contract.

7.7.12 Canada acknowledges that this commitment does not apply to prices charged by any affiliates of the Contractor.

7.8 Invoicing Instructions

- 7.8.1 The Contractor must submit invoices in accordance with the information required in the General Conditions.
- 7.8.2 The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- 7.8.3 By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- 7.8.4 The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

7.9 Certifications

- 7.9.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

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 following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- 7.11.1 these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- 7.11.2 supplemental general conditions, in the following order:
 - 7.11.3 4001 (2015-04-01); Hardware Purchase, Lease and Maintenance;
- 7.11.4 Annex A, Statement of Work; including Appendixes A & B
- 7.11.5 Annex B, Basis of Payment;
- 7.11.6 Annex C, Security Requirements Check List;
- 7.11.7 Annex D, Federal Contractors Program for Employment Equity – Certification (if applicable);
- 7.11.8 Annex E, Insurance Requirements

7.12 Foreign Nationals (Canadian Contractor)

- 7.12.1 SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

7.13 Insurance Requirements

- 7.13.1 SACC Manual clause G1005C (2016-01-28) Insurance Requirements

7.14 Limitation of Liability - Information Management/Information Technology

7.14.1 This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

7.14.2 First Party Liability:

- 7.2.1 The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
- 7.14.2.1.1 any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - 7.14.2.1.2 physical injury, including death.
- 7.14.2.2 The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- 7.14.2.3 Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- 7.14.2.4 The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under subparagraph 2.1.1 above.
- 7.14.2.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:
- 7.14.2.5.1 any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - 7.14.2.5.2 any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph 2.5.2 of the greater of 0.5 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.
 - 7.14.2.5.3 In any case, the total liability of the Contractor under subparagraph 2.5 will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
- 7.14.2.6 If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

7.14.3 Third Party Claims:

- 7.14.3.2 Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- 7.14.3.3 If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article 3.1, with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- 7.14.3.4 The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article 3.

7.15 Hardware

7.15.2 With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes
Delivery Location	Surrey RCMP Detachment 14355 56 th Avenue Surrey, BC V3X 1A9
Installation Site	Same as delivery location
Contractor must deliver Hardware Documentation	Yes
Hardware Documentation must include maintenance documentation	Yes
Special Delivery Requirements	Yes
Special Site Delivery or Installation Requirements	Yes
Responsibility for Special Site Delivery or Installation Requirements	Yes
Contractor must Install Hardware at time of Delivery	Yes
Contractor must Integrate and Configure Hardware at time of Installation	Yes
Hardware is part of a System	Yes
Availability-level Testing will be performed before Acceptance	Yes
Toll-free Telephone Number for Maintenance Service	[to be completed with information from the Contractor at the time of award]
Website for Maintenance Service	[to be completed with information from the Contractor at the time of award]

7.16 Safeguarding Electronic Media

7.16.2 Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The

Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.

- 7.16.3 If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

7.17 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.18 Termination for Convenience

With respect to Section 30 of General Conditions 2035, if applicable, or Section 32 of 2030, if applicable, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

ANNEX A STATEMENT OF WORK

1 Scope

1.1 Objective:

The objective of this contract is to replace the batteries in an existing UPS (Uninterruptable Power Supply) unit located in the West Main building at the Surrey RCMP Municipal Detachment.

1.2 Background:

The Surrey RCMP Municipal Detachment completed a renovation project in 2016 and expanded into the West main building located at 103-14245 56 Avenue Surrey BC. The building contains a UPS systems located in room 010 in the basement which supplies power to a number of IT systems within the building. This UPS was installed in 2005. The date code on the current batteries in the unit indicate that the batteries were manufactured in 2010. Based on the age of the batteries (approximately 8 years) the batteries must be replaced to ensure that the systems can provide continuous power during an outage.

The UPS is a 50 KVA Powerware Model 9390-80 (Serial number ED363CBB10). It consists of three cabinets, a main system cabinet and two battery cabinets containing forty (40) 12V batteries each for a total of 80 batteries.

1.3 Terminology:

The Client is defined as the Surrey Municipal Detachment.

The contractor is defined as the supplier of the scope of work defined in this specification.

2.0 Reference Documents:

West Main Site Photos – See Appendix A

West Main Site Plan – See Appendix B

3.0 Requirement

3.1.1 Deliver new batteries to site.

3.1.2 Move the old and new batteries between the loading zone and electrical room to allow for the replacement of the batteries. The distance between the loading zone and UPS cabinet is approximately 30 metres.

3.1.3 Replace batteries and confirm system operation.

3.1.4 Remove old batteries and dispose according to appropriate battery disposal requirements.

3.1.5 Remove packaging material and dispose accordingly.

3.1.6 Replacement batteries must be Eaton Powerware model PWHR12280W4FR, 12V 280W battery or equivalent.

3.2 Tasks

3.2.1 **Deliver new batteries to site** – A limited amount of space is available for storage of the new batteries while the replacement is being performed. Space to store approximately 2 pallets under cover is available in the courtyard next to the loading zone. This space is only available while the work is being completed. This space cannot be used for over-night storage.

3.2.2 **Move batteries between loading zone and electrical room** – The Contractor will move the new batteries from the loading zone to the UPS cabinet through electrical/mechanical room 009 as identified in Appendix 2. Photos of the loading zone and room 009 are available in Appendix 1. The contractor will ensure that no equipment is damage when moving the batteries through the mechanical room. The doorway into room 009 and pathway between the equipment is approximately 0.9 metres at its narrowest point.

3.2.3 **Install new batteries into battery cabinets** - The contractor must install, test and confirm operation of the new batteries.

- 3.2.4 **Removal of batteries and packaging from site** – The contractor must remove the old batteries and dispose of them appropriately along with any packaging material from new batteries.
- 3.3 **Deliverables and Acceptance Criteria**
- 3.3.1 The contractor must provide a plan which details all of the work that they intend to completed, how they intend to complete the work along with a schedule.
- 3.3.2 The project will be considered completed when the new batteries have been installed, testing confirmed operational, and old batteries and materials have been removed from the site.
- 3.4 **Deliverables and Acceptance Criteria**
- 3.4.1 **Storage on site** -There is limited space on site for storage the new batteries except for the time of replacement. Batteries cannot be delivered ahead of the installation day and stored. Over-night storage of batteries may be possible within the UPS room 010 if installation cannot be completed
- 3.4.2 **Loading zone** – the loading zone is ground level. Delivery vehicle will require a lift gate.
- 3.4.3 **Work Schedule** – Prior to work commencing a schedule will be provided by Contractor to Client. The Schedule will show anticipated progress stages and final completion of the work. The schedule may be updated by Contractor in conjunction with and which the approval of the Client.
- 3.4.4 **Contractor Working Hours** – normal working hours are 8:00AM to 4:30PM Monday to Friday except holidays. Work performed outside normal working hours must be requested and approved by the Client.
- 3.4.5 **RCMP Security Check** – All officers, employees and agents of the Contractor or of a Sub-Contractor employed or contracted by the Contractor that will be working on the Surrey RCMP property, will require and RCMP Security Check before being allowed to perform work on the property. Contractor employees will need to meet RCMP suitability standards and will be required to clear a personal Criminal History Check. All workers will required facility access 2. The Contractor is responsible for the cost of the RCMP Security Check. Proof of the Security Check, with the results of the check, must be provided to Surrey RCMP before work commences under this contract. All fees and costs associated with obtaining the RCMP Security Check is the responsibility of the Contractor of sub-Contractor.
- 3.5 **Timeframe and Delivery Dates**
- 3.5.1 All Contractor work must be completed within 60 days of awarding the contract.
- 3.6 **Contractor Qualifications**
- 3.6.1 The Contractor must have minimum of 5 years of experience working with, installing and troubleshooting UPS power systems.
- 3.6.3 The Contractor must provide documented proof of valid insurance coverage with Work Safe BC.

ANNEX A (cont'd)

Appendix A - Site Photos



Figure 1: Courtyard/Loading zone



Figure 2: Mech/Elec Rm 009 - path to UPS



Figure 3: Elec Rm 010 – black cabinets are UPS.

**ANNEX B
 BASIS OF PAYMENT**

TABLE 1					
<u>Item</u>	<u>Part#</u>	<u>Deliverables Description</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Extended Price</u>
1		Eaton Powerware Model PWHR12280W4FR, 12V 280W or equivalent.	80		
2		Labour To Perform Full UPS Battery Replacements, Including: Disposal of Existing batteries, Disposal of new battery packaging, Installation of new batteries, and Testing of new batteries.			
3		Freight To Transport Batteries To Site/Destination			
				Sub-Total:	\$
				5% GST/HST (BC), if applicable:	\$
				TOTAL CAD:	\$

ANNEX C SECURITY REQUIREMENTS CHECK LIST



Narms 2013 1111 1070

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

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

PART 1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	PART 2. Branch or Directorate / Direction générale ou Direction
RCMP	Surrey Municipal Detachment
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant Universal Power Solutions Unit 12 100 Wright Ave Dartmouth NS B3B 1L2
4. Brief Description of Work / Brève description du travail Replace batteries and fans in uninterruptible power supplies (UPS) in main building and annex building.	
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 qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. 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 / Non <input type="checkbox"/> Yes / Oui (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 checked="" type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / 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 / 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"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <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 B / PROTÉGÉ B <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>
SECRET <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>
	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
	SECRET <input type="checkbox"/>
	TOP SECRET / TRÈS SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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

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

PERSONNEL (FOURNISSEUR)

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

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

Special comments: Facility Access 2 - Escort Required
 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 / Non Yes / Oui
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART 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 serviront-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 À LA TECHNOLOGIE DE L'INFORMATION (TI)

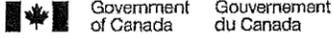
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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

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).



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

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Roger Smith		Title - Titre Manager IT - Acting	Signature <i>R. Smith</i>
Telephone No. - N° de téléphone 604 507 5904	Facsimile No. - N° de télécopieur 604 599 7719	E-mail address - Adresse courriel roger.smith@rcmp-grc.gc.ca	Date May 28/2013
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Harpreet RAI		Title - Titre RM - SCP - DSS	Signature Raj Harpreet 000165156
Telephone No. - N° de téléphone 778-290-2644	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 2013-06-03
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

FA 2 with escort

If access is required into security zones such as a LAN room then a knowledgeable escort is needed for those areas. If access is required into a Exhibits room then the exhibit custodi must be present.

ANNEX D
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

BID SUBMISSION FORM					
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>					
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name				
	Title				
	Address				
	Telephone #				
	Fax #				
	Email				
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>					
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)					
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"</p> <p>Is the Bidder a FPS who received a lump sum payment under the terms of the work force adjustment directive? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"</p>				
Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. [For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]	<p>On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i>:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td style="width: 20%;"></td> </tr> <tr> <td>Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td></td> </tr> </table>	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)		Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)					
Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)					
Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]					
Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i> <i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i>					

On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Signature of Authorized Representative of Bidder

Form X		
Substantiation of Technical Compliance Form		
Article of Statement of Work that requires substantiation by the Bidder	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
<i>[officers must fill in this part]</i>		

Form X	
OEM Certification Form	
<p>This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.</p>	
Name of OEM	_____
Signature of authorized signatory of OEM	_____
Print Name of authorized signatory of OEM	_____
Print Title of authorized signatory of OEM	_____
Address for authorized signatory of OEM	_____
Telephone no. for authorized signatory of OEM	_____
Fax no. for authorized signatory of OEM	_____
Date signed	_____
Solicitation Number	_____
Name of Bidder	_____