



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Fuel & Construction Products Division
L'Esplanade Laurier,
140 O'Connor Street,
East Tower, 4th floor,
Ottawa
Ontario
K1A 0S5

| | |
|---|---|
| Title - Sujet Fuel Storage Tank Repair | |
| Solicitation No. - N° de l'invitation EP076-201262/A | Date 2019-10-18 |
| Client Reference No. - N° de référence du client 20201262 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$HL-662-77884 | |
| File No. - N° de dossier hl662.EP076-201262 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-12-02 | Time Zone Fuseau horaire Eastern Standard Time EST |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Munz, Pam | Buyer Id - Id de l'acheteur hl662 |
| Telephone No. - N° de téléphone (613) 296-9133 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 340 ALBERT ST 10TH FL.STE 1000 OTTAWA Ontario K1A0S5 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| 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. At the date of bid closing, 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;
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program of Public Works and Government Services Canada](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

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 Canadian Content

The requirement is subject to a preference for Canadian goods and services.

1.5 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](#) (2019-03-04) 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 Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR), the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

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

2.5 Applicable Laws

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

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

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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

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

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

Section I: Technical Bid (2 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)
Section IV: Additional Information (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: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule (Basis of Payment) at Annex "C".

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "E" 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

3.1.3 SACC Manual Clauses

Section III: Certifications

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

Section IV: Additional Information

3.1.4 Insurance – Proof of Availability Prior to Contract Award

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "D".

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Should any of the following Mandatory Requirements not be met, the bid will be considered as non-compliant and shall not be given any further consideration:

- a) Bidders must have three (3) years within the last 10 years of demonstrated experience working on fuel systems similar to the requirement at Annex "A"; and
- b) The Contractor must be a certified "Petroleum Mechanic" as regulated by the Technical Standards and Safety Authority (TSSA). To demonstrate, the Contractor must provide proof of certification.

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26) - Evaluation of Price-Bid

4.2 Basis of Selection

For the purposes of determining the Bidder's evaluated prices, the optional goods and services are excluded.

4.2.1 Basis of Selection - Mandatory Technical Criteria

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

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 property 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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive

5.2.3.1.1 SACC Manual clause [A3050T](#) (2018-12-06) Canadian Content Definition

5.2.3.2 Education and Experience

5.2.3.2.1 SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

5.2.4 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidders' Authorized Representative Signature

Date

or

B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

| Green Practices within the Bidders' organization | Insert a checkmark for each criterion that is met |
|--|---|
| Promotes a paperless environment through directives, procedures and/or programs | |
| All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client | |
| Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification | |
| Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity. | |

Solicitation No. - N° de l'invitation
EP076-201262/A
Client Ref. No. - N° de réf. du client
EP076-201262

Amd. No. - N° de la modif.
File No. - N° du dossier
hl662.EP076-201262

Buyer ID - Id de l'acheteur
hl662
CCC No./N° CCC - FMS No./N° VME

| | |
|--|--|
| Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program. | |
| A minimum of 50% of office equipment has an energy efficient certification. | |

Bidders' Authorized Representative Signature

Date

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 Facility Security Clearance at the level of **SECRET**, issued by the Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by the SCP/ISS/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP/ISS/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 B.
 - 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.

6.2.1 Optional Goods and Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.3 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.

6.3.1 General Conditions

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

6.3.2 Supplemental General Conditions

2035 (2018-06-21) General Conditions – Higher Complexity – Services Section 22 - Confidentiality apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the contract is from date of Contract to March 31, 2020, inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Pam Munz
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Logistics, Electrical, Fuel, and Transportation Directorate

Address: 140 O'Connor Street
Ottawa ON K1A 0S5

Telephone: 613-296-9133

Facsimile: 613-943-7620

E-mail address: pam.munz@tpsgc-pwgsc.gc.ca

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

6.5.2 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.

6.5.3 Contractor's Representative

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

6.6 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.

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 Basis of Payment: Cost reimbursable – Limitation of expenditure

For the Work described in Attachment 2 of the Statement of Work at Annex A, the Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, and profit, in accordance with the Basis of Payment in Annex "C", to a limitation of expenditure of \$_____ ([insert the amount at contract award](#)). Customs duties are included and Applicable Taxes are extra.

6.7.1.2 Basis of Payment – Actual Costs

For the Work described in Section 8.0 of the Statement of Work at Annex A, the Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, in accordance with *Contract Cost Principles* 1031-2, as determined by a government audit, plus a profit computed in accordance with Chapter 10, Cost and Profit, of the [Supply Manual](#), Public Works and Government Services Canada. The results and findings of the government's audit will be conclusive.

6.7.2 Limitation of Expenditure

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.

6.7.3 Method of Payment

| SACC Reference | Section | Date |
|----------------|----------------|------------|
| H1000C | Single Payment | 2008-05-12 |

6.7.4 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 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.
2. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of documents as specified in the Contract; and
 - c. a copy of the invoices, receipts, vouchers for all direct expenses.
3. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" 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.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 SACC Manual Clauses

| SACC Reference | Section | Date |
|----------------|--------------------------------|------------|
| A3015C | Certifications - Contract | 2014-06-26 |
| A3060C | Canadian Content Certification | 2008-05-12 |

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2018-06-21) Services (medium complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "C", Basis of Payment;
- (e) Annex "B", Security Requirements Check List;
- (f) Annex "D" Insurance; and
- (g) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "*, as clarified on _____ *" or "*, as amended on _____ *" and insert date(s) of clarification(s) or amendment(s)*)

ANNEX "A"

STATEMENT OF WORK

1.0 Objective

Public Services and Procurement Canada (PSPC) currently has a requirement for fuel storage tank repairs on four tanks.

2.0 Background

The mandate of Public Services and Procurement Canada (PSPC) Real Property Directorate (RPD) is to support to buildings owned by Canada. At DND's Shirley's Bay Campus, the current conditions of the fuel storage tank systems do not meet the standard regulations. Repairs based on compliance to regulatory requirements are needed to ensure risk to person, environment and infrastructure are managed and mitigated appropriately.

3.0 Scope of Work

The purpose of this work is to ensure that four aboveground storage tank systems, with fuel capacities below 2,500L, are in compliance with regulatory requirements. The tanks are located at Shirley's Bay Campus, 3701 Carling Avenue, Nepean, ON.

The physical repairs shall follow the report provided by PSPC (Attachments 1 and 2) for each of the four (4) fuel storage tank systems.

The Contractor shall provide all the equipment and tools required to carry out the work (e.g. personal protective equipment, test equipment, parts).

4.0 Business hours

The work must be conducted during business hours, which are Monday to Friday, 07h00 to 17h00.

5.0 Regulations and Policies

Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations (Federal Regulations). Both owners and operators must comply with applicable Federal acts, regulations, and policies; and where appropriate, comply with provincial and/or municipal regulations.

Codes and Standards

- The B139 Code: CAN/CSA B139-15 – Installation code for oil-burning equipment
- The C282 Standard: CAN/CSA C282-15 – Emergency electrical power supply for buildings

The following regulations and codes applies to the fuel systems:

- The Regulations: Canadian Environmental Protection Act (CEPA) SOR/2008-197 – Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations (in force as of June 12, 2008)
- The CCME Code: Canadian Council of Ministers of the Environment (CCME), PN 1326 (2003) – Environmental Code of Practice for Aboveground and Underground Petroleum Storage Tank

Systems containing Petroleum Product and Allied Petroleum Products (including the errata issued in May 2012)

- The NFCC: Canadian Commission on Building and Fire Codes, National Research Council of Canada – The National Fire Code of Canada (NFCC 2015)
- Provincial regulations:
 - Regulation 213/01 - FUEL OIL;
 - Technical Standards and Safety Act (TSSA), 2000.

6.0 Deliverables

Provide a report, in English, for each tank, detailing the work completed to correct the deficiencies described in Attachment 1 along with a list of the parts replaced.

| Deliverable/Milestone | Timeline | Format |
|--|--|-----------|
| a) Pre-commencement Meeting | Within five (5) business days after contract award, to be held at DND Shirley's Bay Campus. | N/A |
| b) All personnel security information | Contractor must apply for their Visitor Clearance Request (VCR) 48 hours after contract award notice | N/A |
| c) Pre-work documentation | Prior to commencing work, the Contractor will submit the following to PSPC-RPD: <ul style="list-style-type: none">- Site-specific safety plan- Emergency spill response plan- WSIB certificate and insurance information- Health and Safety Plan- Workplace Violence and Harassment Policy | PDF |
| d) Report Analysis and Filing Work | No later than twenty (20) business days after contract award (maximum five (5) days to complete) | MS Office |
| e) Submittal of Final Report | Within twenty (20) business days after work commencement. | MS Office |

7.0 Contractor Responsibilities

The following requirements shall be followed throughout the course of the Work:

Site access should be arranged through the PSPC Project Leader and/or its delegates. The contractor may not go on the site without informing the PSPC Project Leader and/or its delegates. When on-site, the contractor must report to the PSPC Project Leader and/or its delegate.

All of the various works are confidential. During the project, no contact shall be made external to PSPC related to this work without approval from the PSPC Project Manager and/or its delegates.

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8.0 Optional Work

While making the physical repair, if other non-compliances are detected, immediately contact the Project Manager prior to carrying out any additional work.

9.0 Available References and Documents


Reference documents, if required, will be provided to winning contractor. All reference documentation will be returned to the Project Leader upon submission of the final report.

Attachment 1 to Annex A


EXISTING STORAGE TANK DESCRIPTIONS

BUILDING 5B STORAGE TANK SYSTEM DESCRIPTION


| | | | |
|---|---------------------------------|-----------------------|---------|
| Building Number: | Building 5B | | |
| FSTS Contents: | Diesel | FSTS Capacity: | 1,100 L |
| Location: | 3701 Carling Avenue, Nepean, ON | | |
| 1. Description of storage tank system: | | | |
| <u>Main Tank:</u> There is one (1) single-wall shop fabricated tank built in 2000, with a capacity of 1,100 L, ULC-S602, and painted, located inside Building 5B next to the generator. The tank is installed in a secondary containment ULC C142.20 approved. | | | |
| <u>Transfer System:</u> A generator is located within 3 m of the main tank inside the building. Piping is run from the fill point directly into the main tank ~4 meters below the fill point. Fuel is delivered through an automatic fuel nozzle directly into the fill port which is contained by a non ULC spill containment box. | | | |
| <u>Monitoring System:</u> An operator is present during fueling. There is only a level gauge situated on the tank. | | | |
| 2. PTA, Topography and nearest Receptors: | | | |
| The fueling of the main tank happens approximately once per year. The fuel delivery truck parks in the loading dock at Building 29 and runs the fueling hose to the fill point (approx. 30 m). The fuel delivery truck is not visible from the fill point. There is a relatively large slope towards the loading dock. | | | |
| The fill point is located on landscaping therefore the area is susceptible to soil contamination if a spill occurs. The area would not contain a spill at the fill connection, and the fuel would seep into the soil. | | | |
| 3. Nearest Spill Kits & Fire Extinguisher: | | | |
| A spill kit and fire extinguisher are not present at the fill point. There is a spill kit and fire extinguisher near the tank and generator inside the building. | | | |
| 4. Overfill protection: | | | |
| There is a non ULC approved spill containment device (approx. 28 L capacity) situated approximately 4 m above the tank. A placard on the spill containment device indicates that an observer must be present at tank for spillage. There no ULC-S661 overfill protection on the system, however a ULC approved level gauge and a vent whistle are present at the main tank. | | | |



Main Tank



Topography



Overfill protection



Main Tank



Topography



Overfill protection

BUILDING 34 STORAGE TANK SYSTEM DESCRIPTION

| | | | |
|--|---------------------------------|-----------------------|---------|
| Building Number: | Building 34 | | |
| FSTS Contents: | Diesel | FSTS Capacity: | 2,250 L |
| Location: | 3701 Carling Avenue, Nepean, ON | | |
| 1. Description of storage tank system: | | | |
| <u>Main Tank:</u> There is one (1) double walled painted shop fabricated tank (ULC-S601 & ULC-S653) built in 2003, with capacity of 2,250 L, located outside Building 34. | | | |
| <u>Transfer System:</u> A generator and enclosure are located within 3 m of the main tank. Single walled aboveground, copper tubing is run from main tank to generator. Fuel is delivered through an automatic fuel nozzle directly into the fill port which is contained by a ULC approved spill box. | | | |
| <u>Monitoring System:</u> There is a level gauge situated within the spill containment box next to the fill point. | | | |
| 2. PTA, Topography and nearest Receptors: | | | |
| The fueling of the main tank happens approximately once per year. The fuel delivery truck parks on the road South of Building 34 and runs the fueling hose to the fill point (approx. 10 m). The fuel delivery truck is not visible from the fill point, depending on the parking location of the truck. There is a slight slope towards the storm drain on the grass. | | | |
| The tank is installed on a concrete pad surrounded by landscaping therefore, the area is susceptible to soil contamination if a spill occurs. The area would not contain a spill at the fill connection, and the fuel would seep into the soil. | | | |
| 3. Nearest Spill Kits & Fire Extinguisher: | | | |
| A spill kit is present next to the storage tank however, there is no fire extinguisher. | | | |
| 4. Overfill protection: | | | |
| The spill containment box is ULC approved since it came from the tank manufacturer (approx. 28 L capacity). There is a level gauge situated within the spill containment box and the tank is equipped with a vent whistle. | | | |



Main Tank




Topography




Overfill protection

BUILDING 91/T-82F STORAGE TANK SYSTEM DESCRIPTION


| | | | |
|---|---------------------------------|-----------------------|---------|
| Building Number: | Building 91/T-82F | | |
| FSTS Contents: | Diesel | FSTS Capacity: | 1,704 L |
| Location: | 3701 Carling Avenue, Nepean, ON | | |
| 1. Description of storage tank system: | | | |
| <u>Main Tank:</u> There is one (1) painted shop fabricated subbase tank with a secondary containment (ULC-C142.5) built in 2004, with capacity of 1,704 L, located inside Building T-82F below the generator. | | | |
| <u>Transfer System:</u> The generator is located above the subbase main tank and piping is run from the tank to the generator. Fuel is delivered through an automatic fuel nozzle directly into the fill port without a spill containment box. | | | |
| <u>Monitoring System:</u> There is a level gauge situated inside the building. | | | |
| 2. PTA, Topography and nearest Receptors: | | | |
| The fueling of the main tank happens approximately once per year. The fuel delivery truck parks on the road North of Building T-82F and runs the fueling hose up the hill to the fill point (approx. 15 m). The fuel delivery truck is visible from the fill point. There is a significant slope towards the grass and storm drain from the fill point. | | | |
| The tank is installed on a concrete pad surrounded by landscaping therefore, the area is susceptible to soil contamination if a spill occurs. The area would not contain a spill at the fill connection, and the fuel would seep into the soil. | | | |
| 3. Nearest Spill Kits & Fire Extinguisher: | | | |
| A spill kit is situated inside building T-82F and fire extinguisher is located outside Building 91. | | | |
| 4. Overfill protection: | | | |
| There is no spill containment box and the only overfill protection is a level gauge situated inside Building T-82F. There is a ULC approved vent whistle inside Building T-82F. | | | |



Main Tank



Topographie



Overfill protection



Main Tank



Topographie



Overfill protection

BUILDING T112 STORAGE TANK SYSTEM DESCRIPTION

| | | | |
|-------------------------|---------------------------------|-----------------------|---------|
| Building Number: | Building T112 | | |
| FSTS Contents: | Presume Diesel | FSTS Capacity: | Unknown |
| Location: | 3701 Carling Avenue, Nepean, ON | | |

1. Description of storage tank system:

Main Tank: There is one (1) shop fabricated tank presumably built in 2016, with unknown capacity, ULC spill containment box and located inside the generator enclosure.

Transfer System: The system consists of a storage tank and generator as a complete unit. The fuel is supplied by an automatic fuel nozzle into the fill port inside a ULC approved spill containment box.

Monitoring System: None found.

2. PTA, Topography and nearest Receptors:

The fueling of the main tank happens approximately once per year. The fuel delivery truck parks on the grass south of Building T115 and runs a hose to the fill point (approx. 5 m). The fuel delivery truck is visible from the fill point. There is a minor slope away from the main tank.

The storage tank is situated on concrete and surrounded by landscaping therefore, the area is susceptible to soil contamination if a spill occurs. The area would not contain a spill at the fill connection, and the fuel would seep into the soil.

3. Nearest Spill Kits & Fire Extinguisher:

A spill kit is present at the fill point and a fire extinguisher is located at the adjacent Building T115. None are located at the generator enclosure.

4. Overfill protection:

There is a ULC approved spill containment device (approx. 20 L capacity) with no overfill protection was observed.



Main Tank



Topography



Overfill protection

Attachment 2 to Annex A

Building 5B Tank Findings

1. Compression fittings shall not be used
2. Supply & vent piping penetrating wall is not sleeved or double wrapped
3. Spill containment box is not weather-tight or ULC approved
4. Hoses to Perkins generator has melting point below 538C (1000 F). No fusible-link valve installed.
5. No relief valve installed on supply line where fuel can be trapped
6. Supply and return piping are not protected against physical damage
7. Valve installed on return line at Perkins generator
8. Markon generator is not in use and piping to generator should be removed
9. Fill pipe opening shall not be higher than 4 m above main tank
10. Pipe fittings and hose is less than 3/8" (10 mm) at Perkins generator

Building 5B Tank Recommendations

1. Install a ULC-S661 overfill protection device of the audible or combined audible and visual type
2. Remove compression fittings and replace with welded types
3. Core out larger opening for supply/vent piping penetrating wall and install a sleeve for the piping
4. Remove and replace spill containment box and ensure it is ULC approved
5. Install a ULC approved fusible-link valve upstream of Perkins generator hose
6. Install a pressure relief valve on the supply line
7. Remove all piping supply and return to Markon generator if not being used
8. Install a piping floor plate and cover and paint yellow
9. Remove valve installed on return line at Perkins generator and replace with pipe nipple
10. Confirm with generator maintenance provider that the 3/8" (10 mm) hose is acceptable

Building 34 Tank Findings

1. Signs of fuel leaks at joints and connections at generator
2. Compression fittings shall not be used
3. Fusible safety valve on supply piping is not ULC approved
4. Flexible connectors shall not exceed 1.5 m (60 in)
5. Hoses to generator are unmarked, no ratings and cannot confirm as Original Equipment Manufacturer (OEM).
6. Emergency vent does not terminate at least 150 mm (6 in) above fill point
7. Supply & return piping penetrating wall is not sleeved or double wrapped
8. Spill containment box is missing the lock to prevent tampering

Building 34 Tank Recommendations

1. Ensure that all fittings, connections and hoses are liquid tight
2. Remove compression fittings and replace with welded types
3. Remove and replace fusible-link valve with a ULC approved fusible-link valve
4. Re-route copper tubing such that the flexible connector is less than 1.5 m (60 in)
5. Replace hoses with ULC approved
6. Weld pipe to emergency vent on tank to have it at least 150 mm (6 in) above the fill point

7. Cut out larger opening for supply/return piping penetrating the building and install a sleeve for the piping
8. Install a lock on the spill containment box

Building 91 / T-82F Tank Findings

1. No spill containment box at fill point
2. No overfill protection device present at fill point
3. Hose clamp fittings shall not be used
4. No fusible safety valve on supply piping to generator
5. Supply & vent piping penetrating wall is not sleeved or double wrapped
6. Rust is present on storage tank and piping
7. Monitoring device is not wired, and wires are open to damaging
8. Missing lock on fill pipe to prevent tampering as well as missing spill containment box

Building 91 / T-82F Tank Recommendations

1. Install a spill containment box and ensure it is ULC approved
2. Install a ULC-S661 overfill protection device of the audible or combined audible and visual type
3. Remove hose clamp fittings on hose and replace with ULC approved hose
4. Install a fusible-link valve upstream of the generator hose
5. Cut out a larger opening for supply/vent piping penetrating wall and install a sleeve for the piping
6. Lightly sand tank and repaint tank
7. Install twist on wire connectors to prevent damaging wires
8. Install a lock on the fill pipe

Building T112 Tank Findings

1. No overfill protection device present at fill point
2. Supply & vent piping penetrating wall is not sleeved or double wrapped
3. Spill containment box is missing the lock to prevent tampering

Building T112 Tank Recommendations

1. Install a ULC-S661 overfill protection device of the audible or combined audible and visual type
2. Cut out a larger opening for supply/vent piping penetrating wall and install a sleeve for the piping
3. Install a lock on the spill containment box

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ANNEX "B"

SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

RPTCMA-032

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 | Public Works and Government Services Canada | |
| 2. Branch or Directorate / Direction générale ou Direction Real Property | | |
| 3. a) Subcontract Number / Numéro du contrat de sous-traitance | 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant | |
| 4. Brief Description of Work / Brève description du travail Shiley's Bay Fuel Storage Tank Upgrades | | |
| 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui | | |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui | | |
| 6. Indicate the type of access required / Indiquer le type d'accès requis | | |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (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) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui | | |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui | | |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui | | |
| 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès | | |
| Canada <input type="checkbox"/> | NATO / OTAN <input type="checkbox"/> | Foreign / Étranger <input type="checkbox"/> |
| 7. b) Release restrictions / Restrictions relatives à la diffusion | | |
| No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> | All NATO countries Tous les pays de l'OTAN <input type="checkbox"/> | 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 SECRET <input type="checkbox"/> | COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/> | SECRET SECRET <input type="checkbox"/> |
| TOP SECRET TRÈS SECRET <input type="checkbox"/> | | TOP SECRET TRÈS SECRET <input type="checkbox"/> |
| TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/> | | TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/> |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

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Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

RPTCMA-032

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 désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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

| | | | |
|---|---|--|--|
| <input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL | <input checked="" 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"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux :

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

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

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

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

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

TBS/SCT 360-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

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| |
|--|
| Contract Number / Numéro du contrat |
| RPTCMA-032 |
| 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.
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 | SECRET | TOP SECRET | NATO RESTRICTED | NATO CONFIDENTIAL | NATO SECRET | COMSEC TOP SECRET | PROTECTED PROTÉGÉ | | | CONFIDENTIAL | SECRET | TOP SECRET |
| | | | | CONFIDENTIEL | | TRÈS SECRET | NATO DIFFUSION RESTREINTE | NATO CONFIDENTIEL | | COMSEC TRÈS SECRET | A | B | C | CONFIDENTIEL | | TRÈS SECRET |
| | | | | | | | | | | | | | | | | |
| 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).

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ANNEX "C"

Pricing Schedule (Basis of Payment)

The financial proposal shall be a firm all-inclusive hourly rate, GST/HST extra:

| Tank | All-Inclusive Firm Hourly Rate (\$/hour) | Level of Effort (hours) | Material Costs (\$) | Sub-Total* (\$) |
|---------------------------------------|---|------------------------------------|--------------------------------|----------------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| Bidder's Total Evaluated Price | | | | |

***Sub-Total of each Tank = (Hourly Rate X Level of Effort) + Material Costs**

Note: The optional goods and services will not be included in the evaluated price. The all-inclusive firm prices for labour and material proposed will apply to the optional goods and services of the resulting contract.

ANNEX "D"

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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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ANNEX "E" to PART 3 OF THE BID SOLICITATION

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)