



<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada</b> <b>/ Réception des soumissions – Environnement Canada</b></p> <p><b>Electronic Copy:</b> ec.soumissions-bids.ec@canada.ca</p> <p><b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>SOUMISSION À:</b> <b>ENVIRONNEMENT CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b> Heating Ventilation and Air Conditioning Equipment Maintenance</p>		
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000051801</p>		
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2021-01-22</p>		
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b>  at – à 3:00 P.M. on – le 2021-03-05</p>	<p><b>Time Zone – Fuseau horaire</b>  Eastern Standard Time</p>	
	<p><b>F.O.B – F.A.B</b></p>		
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Heidi Noble <a href="mailto:heidi.noble@canada.ca">heidi.noble@canada.ca</a></p>		
	<p><b>Telephone No. – N° de téléphone</b> 905-319-6982</p>	<p><b>Fax No. – N° de Fax</b></p>	
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> 2023-03-31</p>		
	<p><b>Destination - of Services / Destination des services</b> British Columbia</p>		
	<p><b>Security / Sécurité</b> There is a security requirement associated with this requirement.</p>		
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>			
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>		
<p><b>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)</b></p>			
<p><b>Signature</b></p>	<p><b>Date</b></p>		

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**TITLE Heating Ventilation and Air Conditioning Equipment Maintenance**

**PART 1 - GENERAL INFORMATION**

**1. Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security 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 Attachments include the Mandatory and Rated Technical Criteria, the Bidder's Experience Table, the Client Reference Table, and the Client Reference Checks.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Insurance Requirements, and the Mandatory Site Visit Certificate.

**2. Summary**

- 2.1 Environment and Climate Change Canada has a requirement for preventive maintenance and emergency service of heating ventilation and air conditioning (HVAC) equipment at Environment and Climate Change Canada's Douglas Jung Building as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the Contract is from date of contract to March 31, 2023. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions.
- 2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security and Other Requirements and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada website (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).
- 2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions: 2003.
- 2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.5 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

**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 in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **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 PWGSC *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 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

#### **Under "Text" at 02:**

**Delete:** "Procurement Business Number"

**Insert:** "Deleted"

#### **At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** "Deleted"

#### **At Section 05 Submission of Bids, Subsection 05 (2d):**

**Delete:** In its entirety

**Insert:** "send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;"

#### **At Section 06 Late Bids:**

**Delete:** "PWGSC"

**Insert:** "Environment Canada"

#### **At Section 07 Delayed Bids:**

**Delete:** "PWGSC"

**Insert:** "Environment Canada"

#### **At Section 08 Transmission by Facsimile, Subsection 08 (1):**

**Delete:** In its entirety

**Insert:** "Bids may be submitted by facsimile if specified in the bid solicitation."

#### **At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:**

**Delete:** In their entirety

**Insert:** "Deleted"

#### **At Section 17 Joint Venture, Subsection 17 (1) b.:**

**Delete:** "the Procurement Business Number of each member of the joint venture,"

**Insert:** "Deleted"

#### **At Section 20 Further Information, Subsection 20 (2):**

**Delete:** In its entirety

**Insert:** "Deleted"

At Section 05 Submission of Bids, Subsection 05 (4):

**Delete:** "sixty (60) days"

**Insert:** "one hundred and twenty (120) days"

## **2. Submission of Bids**

Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

## **3. Former Public Servant – Competitive Bid**

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 FPS, 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 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.

### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **5. Applicable Laws**

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

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.

**6. Mandatory Site Visit**

- 6.1. There will be a site visit on February 12, 2021 at 10:00 A.M. PST. Interested bidders are to meet in the lobby of the Douglas Jung Building, 401 Burrard Street, Vancouver, BC V6C 3S5.
- 6.2. The site visit for this project is MANDATORY. The representative of the Bidder must sign the Site Visit Attendance Sheet at the site visit. Bids submitted by **Bidders who have not signed the attendance sheet will be rejected.**
- 6.3. Safety Attire: In order to be guaranteed access to the site visit all persons must have the proper personal protection equipment (safety glasses, footwear, hard hats, and face masks). Contractor`s personnel/individuals who do not have the proper safety attire may be denied access to the site.
- 6.4. Security pre-screening: All the individuals attending the site visit are preferred to hold a security clearance of (“Secret”). The names of each individual attending the site visit, their date of birth, along with the name of the firm they represent, must be provided to the Contracting Authority by January 29, 2021 at 10:00 A.M. PST. in order to gain access to the site.

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

### **1. Bid Preparation Instructions**

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

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

#### **Note for electronic submission of bids:**

In order to be considered, bids must be received no later than 1500h (3 p.m.) (Eastern Time) on the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: [ec.soumissions-bids.ec@canada.ca](mailto:ec.soumissions-bids.ec@canada.ca)

Attention: Heidi Noble

Solicitation Number: 5000051801

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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

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

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

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

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

- 1.1 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.
- 1.2 Bidders must submit their financial bid in Canadian funds and in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.
- 1.3 Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- 1.4 **Price Breakdown**

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for for each task of the Work, as applicable:

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.

The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:

- (i) Work described in Part 7, Resulting Contract of the bid solicitation required to be performed within the British Columbia Region.
- (ii) travel between the successful bidder's place of business and the British Columbia Region; and
- (iii) the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

**1.5** Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 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.

#### 1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

##### 1.1.1 Mandatory Technical Criteria – Refer to Attachment 1 to Part 4

Mandatory criteria are assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive.

##### 1.1.2 Point Rated Technical Criteria – Refer to Attachment 1 to Part 4

A proposal must obtain the required minimum score of 20 points in the technical evaluation criteria to be considered responsive.

### 1.2 Financial Evaluation

#### 1.2.1 Mandatory Financial Criteria

Bids which fail to meet the Mandatory Financial Criteria will be declared non-responsive.

Number	Criterion	Met/Not Met	Page Number
MF1	The maximum budget allocated for this project must not exceed: Year One (1): April 1, 2021 – March 31, 2022 - \$28,000.00 Year Two (2): April 1, 2022 – March 31, 2023 - \$28,000.00 Option Period One (1): April 1, 2023 – March 31, 2024 - \$28,000.00 Option Period Two (2): April 1, 2024 – March 31, 2025 - \$28,000.00 applicable taxes extra, including all option periods, labour, associated costs and subcontractors. Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit Environment and Climate Change to pay such an amount.		

### 1.3 Evaluation of Price

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

For evaluation purposes only, the price of the bid will be determined as follows:

Proposals will be evaluated out of 30 points

The proposal with the lowest price receives the maximum 30 points, and all higher priced proposals will be pro-rated relative to the lowest price

## 2. Basis of Selection

### 2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all mandatory financial criteria;

and

  - (c) obtain the required minimum score of 20 points in the technical evaluation criteria.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$55,000.00.

#### Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

<u>Bidder</u>	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	90/100	70/100	80/100
Bid Evaluated Price	\$75,000.00	\$55,000.00	\$65,000.00
<u>Calculations</u>			
Technical Merit Score	$90/100 \times 70 = 63$	$70/100 \times 70 = 49$	$80/100 \times 70 = 56$
Pricing Score	$55/75 \times 30 = 22$	$55/55 \times 30 = 30$	$55/65 \times 30 = 25$

Combined Rating	85	79	81
Overall Rating	1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

**ATTACHMENT 1 TO PART 4  
MANDATORY AND RATED TECHNICAL CRITERIA**

Item #	Mandatory Technical Criteria	Reference to Page Number in Proposal (Bidder to insert)	Met/ Not Met	Comments
<b>MT1</b>	The Bidder <b>must</b> demonstrate that it has a minimum of five (5) years of experience with HVAC and water based air handling equipment in a commercial building with computer and power equipment (UPS) rooms.  The Bidder should complete Attachment 2 to Part 4, Bidder's Experience Table or provide the equivalent			
<b>MT2</b>	The Bidder must provide two references for MT1.  The Bidder should complete Attachment 3 to Part 4, Client Reference Table or provide the equivalent.			

Criteria #	Point Rated Technical Criteria	Reference to Page Number in Proposal (Bidder to insert)	Maximum Points Available	Points Received	Comments
<b>EXPERIENCE OF THE BIDDER</b>			<b>Maximum Points Available</b>		
<b>RT1</b>	Bidder's scope of experience related to maintaining HVAC systems in a commercial building. <ul style="list-style-type: none"> <li>• 10 years or &gt; (10 points)</li> <li>• &gt;5-&lt;10 years (5 points)</li> </ul> The Bidder should complete Attachment 2 to Part 4, Bidder's Experience Table or provide the equivalent.		10		



<b>RT2</b>	<p>Bidder's experience in providing emergency service coverage of HVAC equipment via 24/7/365 on call with 2 hour response</p> <ul style="list-style-type: none"> <li>• 10 years or &gt; (6 points)</li> <li>• &gt;5-&lt;10 years (3 points)</li> <li>• 1 &lt; 5 years (1 point)</li> </ul> <p>The Bidder should complete Attachment 2 to Part 4, Bidder's Experience Table or provide the equivalent.</p>		10		
<b>RT3</b>	<p>Bidder's experience with Liebert equipment.</p> <ul style="list-style-type: none"> <li>• 2 points for each year of experience up to 10 points</li> </ul> <p>The Bidder should complete Attachment 2 to Part 4, Bidder's Experience Table or provide the equivalent.</p>		10		
<b>RT4</b>	<p>Bidder's experience with Canatal equipment</p> <ul style="list-style-type: none"> <li>• 2 points for each year of experience up to 10 points</li> </ul> <p>The Bidder should complete Attachment 2 to Part 4, Bidder's Experience Table or provide the equivalent.</p>		10		
	<b>TOTAL SCORE</b>		<b>40</b>		

**ATTACHMENT 2 TO PART 4  
 BIDDER'S EXPERIENCE TABLE**

**The Bidder should complete the Bidder's Experience Table and include it with its bid.**  
 The Bidder's Experience Table is for MT1 and RT1-RT4

*Additional rows may be added as required.*

Bidder's Experience Table	
Company Name:	
Experience 1	
Client:	
Start Date:	
End Date:	
Project Description:	
Experience 2	
Client:	
Start Date:	
End Date:	
Project Description:	

**ATTACHMENT 3 TO PART 4  
CLIENT REFERENCE TABLE**

**The Bidder should complete the Client Reference Table and include it with its bid.**  
The Client Reference Table is for MT2 and must be references to support MT1

Client Reference Table	
Refer to additional information below: Client Reference Check	
Client Reference 1	
Client Name	
Client Address	
Client Contact Name	
Client Phone Number	
Client Email	
Client Reference 2	
Client Name	
Client Address	
Client Contact Name	
Client Phone Number	
Client Email	

**ATTACHMENT 4 TO PART 4  
CLIENT REFERENCE CHECKS**

- i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all email reference check requests to contacts supplied by all the Bidders within a 48-hour period using the email address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's email was sent.
- ii. On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
- iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- iv. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- v. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

### **1. Certifications Required Precedent to Contract Award**

#### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2004. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - 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.

### **2. Additional Certifications Required 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

#### **2.1 Status and Availability of Resources**

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

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

the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

## **2.2 Education and Experience**

*PWGSC SACC Manual* clause A3010T (2010-08-16) Education and Experience

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

### **1. Security Requirement**

- (a) Before award of a contract, the following conditions must be met:
  - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
  - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **2. Insurance Requirements**

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

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.

### **3. Workers Compensation Certification-Letter of Good Standing**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within ten (10) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

## PART 7 - RESULTING CONTRACT

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

**Title:** Heating Ventilation and Air Conditioning Equipment Maintenance

### 1. Statement of Work

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

### 2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PWGSC *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 General Conditions

2010B (2020-05-28) General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

#### At Section 12 Transportation Costs

**Delete:** In its entirety

**Insert:** "Deleted"

#### At Section 13 Transportation Carriers' Liability

**Delete:** In its entirety.

**Insert:** "Deleted"

#### At Section 18, Confidentiality:

**Delete:** In its entirety

**Insert:** "Deleted"

#### Insert Subsection: "36 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

### B.

#### At Section 06 Subcontracts

**Delete:** paragraphs 1, 2, and 3 in their entirety.

**Insert:** "The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor."



**At Section 19 Copyright**

**Delete:** In its entirety

**Insert:** "Deleted"

**3. Security Requirement**

**3.1** The following security requirement (SRCL and related clauses) applies and form part of the Contract.

3.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of Secret, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)

3.1.2 The Contractor/Offeror personnel requiring access to protected/classified information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **Reliability Status, Confidential** or **Secret** as required, granted or approved by CISD/PWGSC

3.1.3 The Contractor/Offeror must not remove any protected/classified information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction

3.1.4 Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC

3.1.5 The Contractor/Offeror must comply with the provisions of the:

a) Security Requirements Check List and security guide (if applicable), attached at Annex .

b) Industrial Security Manual (Latest Edition).

**4. Term of Contract**

**4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2023 inclusive.

**4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**4.3 Transition Period**

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of one hundred and eighty (180) days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least fifteen (15) calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment..

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Environment Canada  
Procurement and Contracting Division  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Email address: \_\_\_\_\_

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.

**5.2 Technical Authority**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Environment Canada  
Procurement and Contracting Division  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Email address: \_\_\_\_\_

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

**5.3 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Email address: \_\_\_\_\_

**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. Payment**

### **7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

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

### **7.2 Limitation of Expenditure**

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and the Applicable Taxes are extra.
- (b) 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:
  - (i) when it is 75 percent committed, or
  - (ii) four (4) months before the contract expiry date, or
  - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (c) 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.

## **8. Invoicing Instructions**

### **8.1 Monthly Payment**

- 8.1.1 The Contractor must submit invoices monthly in accordance with the section entitled "Invoice Submission" of the general conditions.
- 8.1.2 Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
  - (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.

## **9. Certifications**

### **9.1 Compliance**

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

## **10. Applicable Laws**

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

## **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) 2010B General Conditions - Professional Services (Medium Complexity) (2020-05-28) as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Insurance Requirements;
- (g) Annex E, Mandatory Site Visit Certification; and
- (h) 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)).*

## **12. Insurance Requirements – Specific requirement**

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

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

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

**13. Workers Compensation**

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

## ANNEX A STATEMENT OF WORK

### **Title: Heating Ventilation and Air Conditioning Equipment Maintenance**

#### **1.0 Purpose:**

To provide preventive maintenance and emergency service of heating ventilation and air conditioning (HVAC) equipment.

#### **1.1 Objective:**

To engage the services of a contractor who has certified mechanical/HVAC technician(s) who will provide labour, material and equipment to perform preventative maintenance, inspections, part replacement and emergency service coverage to ensure optimal performance of the HVAC equipment.

#### **1.2 Location**

Environment and Climate Change Canada  
Douglas Jung Building  
18<sup>th</sup> Floor, 401 Burrard Street  
Vancouver, BC V6C 3S5

#### **1.3 Background:**

Environment and Climate Change Canada (ECCC) has the following HVAC equipment: Liebert (x2) with associated condensing units, Canatel (x4) and various Rittal (x6) water cooled Air Handling Units (AHU) which rely on chilled water from the base building. Refer to ATTACHMENT 1 to ANNEX A for list of equipment.

The equipment in the North and South server rooms and Universal Power Supply (UPS) room are “mission critical” servers and the environment in the rooms must be cooled to a constant temperature and requires ongoing regular maintenance to ensure optimal performance. The HVAC equipment in the rooms range between 3-16 years old and are no longer under warranty.

Emergency service coverage is critical to ensure repairs/service, due to unforeseen breakdown, area dealt with in a timely manner, defined as two (2) hours to ensure critical systems are in good normal operating condition.

#### **1.4 Description of Work:**

Main responsibilities of the Contractor:

##### **1.4.1 Preventive Maintenance:**

The Contractor is to provide **quarterly mechanical inspections** (at least one of which is to include a **halocarbon leak test**) and **two control inspections per year**, as per Preventative Maintenance Checklist found at Attachment 2 to Annex A. The Checklist is not inclusive, and thereby the Contractor is to follow the manufacturer(s)' operating and maintenance manual for the applicable HVAC equipment. The Contractor must monitor the overall performance of all system equipment.

##### **1.4.2. Emergency Service Coverage**

The Contractor is to provide 24/7 **Emergency Service Coverage** for the HVAC equipment, as required. The Data Centre supports the 24/7 operation of the Pacific Storm Prediction Centre and has mission critical infrastructure equipment. Therefore, the maximum response time must be within two (2) hours.

##### **1.4.3. Reporting for Regular Maintenance and Emergency Services**

The Contractor must provide electronic (emailed) service report(s) after each service. Each report must be signed and must contain the time of day the work was performed and description of the service and/or

parts that were repaired/replaced, and if needed recommendations for future remedial action. The Contractor will provide a quote for any emergency or additional repairs which must be approved by the Technical Authority or authorized delegate prior to work commencement. The report or email must include a photo of the Federal Halocarbon Legislation (AC) Logbook, specifically showing the signed entry for the work done.

Copy of the report(s) shall be submitted along with the invoice submitted for payment. All invoices shall bear as much detail, which may include the date of the service; hours on site and cost per hour; travel time, if applicable; and the name of the ECCC or Shared Services Canada (SSC) employee who called for emergency service.

### **1.5. Supply of Replacement Maintainable Parts found Damaged or Defective**

Following inspection, the Contractor must provide replacement of maintainable parts which are found damaged or defective to ensure HVAC equipment is operating efficiently. Parts could include but is not limited to filters, belts and lubricants. The Contractor will offer recommendation to replace parts that are not included in the agreement that are deemed damaged/defective and must seek approval of the Technical Authority prior to installation.

The Contractor must not use any materials, products or chemicals which may be hazardous to an individuals' health and must provide Material Safety Data Sheets as required.

Exclusions: The following are not classified as maintainable parts/service:

- Failure of an entire unit, whose replacement is classified as a capital expenditure
- Part(s) that have become obsolete and translates to replacement of the entire unit
- Plumbing part/repair, i.e., leak on a pipe-supplying unit, which is subject to building/facility operations and maintenance.

### **1.6 Other Work Considerations**

The Contractor's resources must have proper company identification and must hold a valid **Secret** level Security Clearance as required in accordance with the Government Security Policy. See Security Requirements section below for procedures to access to the floor/building and specific hours when services will be performed.

The Contractor must keep the premises free from debris and accumulation of waste, and must remove surplus materials and tools from the site at completion of the job.

The Contractor is to ensure availability of maintainable replacement parts for HVAC equipment so as to ensure minimal downtime.

### **1.7 Scope of Contractor's Services**

The comprehensive preventative maintenance program includes:

- Four mechanical inspection visits annually
- Two controls inspections per year
- Emergency service coverage 24/7/365 for an unlimited number of incidents
- Parts replacement of all maintainable parts

The Contractor's emergency response times are as follows:

- 2 hours (24/7/365)

Should there be a requirement for additional labour and/or purchase of non-maintainable parts, work must not commence until an estimate is obtained from the Contractor and the Work is authorized by the Technical Authority or Designated Alternate.

ECCC reserves the right to add or drop equipment.

### 1.8 Tasks and Deliverables

Performance of quarterly maintenance, inspections (at least one including a halocarbon leak test), two control inspections per year and emergency service coverage with response times.

Retention of maintenance and emergency reports for work performed, and recommendations, if any, to increase performance of units provided to the Technical Authority.

Replacement of parts, on an as and when required basis, including labour, so as to maintain optimal performance of HVAC equipment.

### 1.9 Project Schedule

#### Initial Period

Year One (1): April 1, 2021 – March 31, 2022

Year Two (2): April 1, 2022 – March 31, 2023

#### Option Period:

Option Period One (1): April 1, 2023 – March 31, 2024

Option Period Two (2): April 1, 2024 – March 31, 2025

### 1.10 Acceptance Criteria

The Technical Authority must accept the work on behalf of Canada.

### 2.0 Contractor's Resources Qualifications

1. Any HVAC technician working on the equipment must have an Ozone Depleting Substances (ODS) Certificate number.
2. Any lead HVAC technician performing work on the equipment must have:
  - a) 5 years of experience with HVAC systems;
  - b) Training specific to Liebert obtained within the last 10 years; and
  - c) Training specific to air handlers obtained within the last 10 years.

### 3.0 Sign-in Procedures

All persons undertaking the work or services covered by the contract must hold a valid **Secret** level Security Clearance as required, in accordance with the Government Security Policy, and be escorted on site at all times by authorized staff or Commissionaire's who will supervise in accordance with the Government Security Policy, before commencement of the work.

Maintenance work shall be between the hours of 7:30am to 16:00pm (Monday-Friday). The Contractor's Technician must provide a minimum one week's notice, four weeks is preferred, for any scheduled work to be arranged via email with SSC: [ssc.dcfacilitiescz5-servicesinstallationcdcz5.spc@canada.ca](mailto:ssc.dcfacilitiescz5-servicesinstallationcdcz5.spc@canada.ca). Upon the Contractor's on-site arrival, they must report to the Lobby Commissionaire desk to check in and then proceed to the 2nd floor Reception area to sign in, and contact their SSC onsite escort.

In case of an after-hours emergency, contact and onsite escort would be initiated through SSC Facilities Management. However if by chance the contractor arrives onsite before SSC Facilities Management, and



they are unable to reach the SSC point of contact, they should call the Enterprise Service Desk (ESD) at 1-855-830-7782 and request the DC000111 Duty Manager be notified. The Contractor's resources must visibly wear their company identification and obtain a BGIS contractor badge while providing service in the building.

**\*On Site Authority**

\*The "on site" authority will be responsible for escorting the Contractor while on the premises.

The "on site" authority will be contacted at point of scheduling. Either SSC will contact the contractor, or the contractor will initiate scheduling through an email to the following address: [ssc.dcfacilitiescz5-servicesinstallationcdcz5.spc@canada.ca](mailto:ssc.dcfacilitiescz5-servicesinstallationcdcz5.spc@canada.ca)

**ATTACHMENT 1 to ANNEX A  
LIST OF EQUIPMENT**

<b>EQUIPMENT</b>	<b>UNIT NAME</b>	<b>MODEL</b>	<b>SERIAL #</b>	<b>CAPACITY</b>
<b>Location: South Computer Room 1812</b>				
CANATAL (HVAC)	AC-18-18	8CU10YEBTAX	05-0125/C01/01A	10-Ton
CANATAL (HVAC)	AC-18-19	8CU10YEBTAX	05-0125/C01/01A	10-Ton
CANATAL (HVAC)	AC-20-18	8CU10YEBTAX	07-0706/C01/01A	15-Ton
<b>Location: UPS Room 1815</b>				
CANATAL (HVAC)	AC-14-18	6CU03YEBTAX	02-0707/C02/OH	3-Ton
Split System – LIEBERT	S.S. #1 (Condenser)	PFH037A-YL7	0925N185698	
	S.S. #1 (Handler)	MM036E7YHEDA	0925N185660	3-Ton
Split System – LIEBERT	S.S. #2 (Condenser)	PFH037A-YL7	0925N185587	
	S.S. #2 (Handler)	MM036E7YHEDA	0925N185657	3-Ton
<b>Location: North Computer Room 1814</b>				
Rittal	AC-18-6	3249.104	WA 49/09177/001/008	0.5-Ton
Rittal	AC-18-7	3249.104	WA 49/09177/001/006	0.5-Ton
Rittal	AC-18-8	3249.104	WA 49/09177/001/005	0.5-Ton
Rittal	AC-18-9	3249.104	WA 49/09177/001/007	0.5-Ton
Rittal	AC-18-10	3249.104	WA 49/09177/001/012	0.5-Ton
Rittal	AC-18-11	3249.104	WA 49/09177/001/013	0.5-Ton

## **ATTACHMENT 2 TO ANNEX A PREVENTATIVE MAINTENANCE CHECKLIST**

### **SYSTEM GENERAL**

Ensure that appropriate lock-out and tag-out procedures are followed.

Check refrigerant level, inspect for leaks, correct as required.

\*\*\* At least one formal (logged and reported) Halocarbon Leak Test is to be performed per year.

Any leaks are to be treated as a priority repair.

Check operation of heating element in accumulator, correct as required.

Inspect 3-way valve, correct as required.

Inspect moisture filter, replace as required.

Inspect air filters, ensure passages are clear. Replace at least twice a year or more often as required.

Check operation of condensate pump, correct as required.

### **MECHANICAL - Four mechanical inspection visits per year, including:**

#### **MOTORS & DRIVERS**

Check motor bearings for noise and running temperature operations

Lubricate motor bearings as necessary

Check for unusual noise and vibrations

Check condition, alignment and wear and tension of V-belts (where applicable), and adjust or replace as required

Test safety controls, low limit control flow switch, motor thermal protection

#### **FANS**

Check bearing running temperature and fan for unusual noise

Lubricate fan bearings as necessary

Check air leaks in duct work or plenums and flexible connections, and correct as required

#### **COMPRESSOR**

Check oil level, add as required. Record oil level and pressure

Inspect for leaks, repair as required

Check the setting and operation of the un-loader

Check unusual noise and vibration

Check overheating. Record operating temperatures and pressure

Check moisture indicator for signs of humidity and refrigerant charge

Check operation of crankcase heater

#### **CONDENSING COIL**

Clean condenser coil (low pressure air/vacuum)

Check and replace filters

Check pipe work and fittings for leakage

If water cooler, check operation of water regulation valve and pressure regulator

#### **COOLING COIL**

Clean evaporator coil

Check cleanliness of stainless steel drain pan and drain system

Check operation of controls, drier filter, sight glass & valves

#### **MICROPROCESSOR CONTROLLER**

Check controller display

Check alarm operation and calibrate where necessary

Check accuracy of sensors and calibrate where necessary

Check weekly operation program and real time clock

Check keyboard functions

Check output voltage of controller

**POWER PANEL**

- Check operation of all MCBs and contactors
- Check current in each motor and heater circuit
- Check operation of overload devices
- Check cable termination for tightness
- Check all electrical connections
- Check and exercise disconnects, and check start and contactor points
- Check operating amps and voltage
- Megger motor and record
- Check field control devices

**HUMIDIFER**

- Check operation of fill and drain solenoid valves
- Check and clean fill valve inlet strainer
- Check high water level sensor (when replacing steam boiler)
- Check boiler condition and water level

**ANNEX B  
BASIS OF PAYMENT**

**Mechanical Inspection and Control Inspection:**

The number of inspections are in accordance with Annex A, Statement of Work.

**Emergency Service Labour:**

Labour for emergency services on an as required basis will be billed in addition to the scheduled inspections. The "Number of Estimated Hours" listed below is for evaluation purposes only during the solicitation process and is an estimate provided in good faith.

**Allowance for Parts:**

Parts will be billed in addition to inspections and emergency services.

An allowance for parts up to a maximum of \$5,000.00 for each year has been included in the Basis of Payment. The maximum for parts listed below is for evaluation purposes and is an estimate provided in good faith.

Parts must be supported by receipts, with a mark-up of up to 10%.

**The number of mechanical inspections per year, the number of estimated hours for emergency service, and the allowance for parts of \$5,000.00 set in the tables below must not be revised. If a bidder alters any of these estimates, its bid will be deemed non-responsive.**

The Contractor will be paid as follows:

Year One (1) – April 1, 2021 – March 31, 2022		
<b>Fixed Price per Mechanical Inspection (A)</b>	<b>Number of Mechanical Inspections per Year (B)</b>	<b>Total Mechanical Inspection Price per Year (A)*(B)</b>
\$ _____	4	\$ _____ (C)
<b>Emergency Service Labour Rate per Hour (D)</b>	<b>Number of Estimated Hours (E)</b>	<b>Estimated price for Emergency Service (D)*(E)</b>
\$ _____	20	\$ _____ (F)
<b>Allowance for Parts up to a Maximum of 5,000.00 applicable taxes extra</b> Parts must be supported with receipts, with a mark-up of up to 10%.		
<b>Parts</b>		\$5,000.00 (G)
<b>Total Price for Year One (1)</b>		\$ _____ <b>(C) + (F) + (G)</b>

<b>Year Two (2) – April 1, 2022 – March 31, 2023</b>		
<b>Fixed Price per Mechanical Inspection (A)</b>	<b>Number of Mechanical Inspections per Year (B)</b>	<b>Total Mechanical Inspection Price per Year (A)*(B)</b>
\$ _____	4	\$ _____ (C)
<b>Emergency Service Labour Rate per Hour (D)</b>	<b>Number of Estimated Hours (E)</b>	<b>Estimated price for Emergency Service (D)*(E)</b>
\$ _____	20	\$ _____ (F)
<b>Allowance for Parts up to a Maximum of 5,000.00 applicable taxes extra</b> Parts must be supported with receipts, with a mark-up of up to 10%.		
<b>Parts</b>		\$5,000.00 (G)
<b>Total Price for Year Two (2)</b>		\$ _____ <b>(C) + (F) + (G)</b>

<b>Option Period One (1) – April 1, 2023 – March 31, 2024</b>		
<b>Fixed Price per Mechanical Inspection (A)</b>	<b>Number of Mechanical Inspections per Year (B)</b>	<b>Total Mechanical Inspection Price per Year (A)*(B)</b>
\$ _____	4	\$ _____ (C)
<b>Emergency Service Labour Rate per Hour (D)</b>	<b>Number of Estimated Hours (E)</b>	<b>Estimated price for Emergency Service (D)*(E)</b>
\$ _____	20	\$ _____ (F)
<b>Allowance for Parts up to a Maximum of 5,000.00 applicable taxes extra</b> Parts must be supported with receipts, with a mark-up of up to 10%.		
<b>Parts</b>		\$5,000.00 (G)
<b>Total Price for Option Period One (1)</b>		\$ _____ <b>(C) + (F) + (G)</b>



<b>Option Period Two (2) – April 1, 2024 – March 31, 2025</b>		
<b>Fixed Price per Mechanical Inspection (A)</b>	<b>Number of Mechanical Inspections per Year (B)</b>	<b>Total Mechanical Inspection Price per Year (A)*(B)</b>
\$ _____	4	\$ _____ (C)
<b>Emergency Service Labour Rate per Hour (D)</b>	<b>Number of Estimated Hours (E)</b>	<b>Estimated price for Emergency Service (D)*(E)</b>
\$ _____	20	\$ _____ (F)
<b>Allowance for Parts up to a Maximum of 5,000.00 applicable taxes extra</b> Parts must be supported with receipts, with a mark-up of up to 10%.		
<b>Parts</b>		\$5,000.00 (G)
<b>Total Price for Option Period Two (2)</b>		\$ _____ <b>(C) + (F) + (G)</b>

<b>Total Bid Price – HVAC Services</b>	
<b>Total Price for Year One (1)</b>	\$ _____
<b>Total Price for Year Two (2)</b>	\$ _____
<b>Total Price for Option Period One (1)</b>	\$ _____
<b>Total Price for Option Period Two (2)</b>	\$ _____
<b>Total Bid Price</b> <b>Applicable taxes are extra</b>	\$ _____

### ANNEX C SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>5000051801</b>
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

#### 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	Environment and Climate Change Canada	2. Branch or Directorate / Direction générale ou Direction Corporate Services and Finance Branch
3. a) Subcontract Number / Numéro du contrat de sous-traitance 5000052685	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant Trane Canada West 3080 Beta Avenue, Burnaby, BC V5G 4K4	
4. Brief Description of Work / Brève description du travail We need to provide preventative maintenance & emergency support services on the HVAC system at the 401 Burrard St Office in Vancouver. The previous contract expired on Mar 31, 2020 and the bridge contract expires Dec 31, 2020. See the attached SOW for more information. The contractor will be escorted at all times despite their clearance level.		
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
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 type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / 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 checked="" type="checkbox"/> No / Non <input 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 checked="" 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 checked="" 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 checked="" 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 <b>UNCLASSIFIED</b>
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Contract Number / Numéro du contrat 5000051801
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 FIABILITE	<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 : Authorized Escort will be provided when in secured / RESTRICTED areas

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

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Contract Number / Numéro du contrat 5000051801
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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No /  Yes  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  Non /  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?  No /  Yes  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  Non /  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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat 5000051801
Security Classification / Classification de sécurité UNCLASSIFIED

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

## 13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Jacqueline Chi	Title - Titre Facilities Officer	Signature 
Telephone No. - N° de téléphone 778 350 0918	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel jacqueline.chi@canada.ca
		Date Oct 5, 2020

## 14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Lori Nelson	Title - Titre Security Officer	Signature Nelson, Lori 
Telephone No. - N° de téléphone 780 951 8895	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel lori.nelson@canada.ca
		Date

## 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?

 No  
 Yes

## 16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) James Molinski	Title - Titre Procurement Officer	Signature
Telephone No. - N° de téléphone 819 938 3589	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel James.molinski2@canada.ca
		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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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Canada

## ANNEX D INSURANCE REQUIREMENTS

### G2001C (2018-06-21) Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.  
**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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



**ANNEX E  
MANDATORY SITE VISIT CERTIFICATE**

It is mandatory that the bidder or a representative of the bidder visit the site and examine the Scope of Work and the existing conditions.

Arrangements have been made for a tour of the work site(s). The site visit will be held on February 12, 2021 at 10:00 AM PST at the Douglas Jung Building. Bidders should communicate with the Contracting Authority prior to the visit to confirm attendance. Bidders who, for any reason, cannot attend the specified date and time will not be given an alternative appointment to view the site and their bids, therefore, will be rejected as non-compliant. No exceptions will be made.

Proof of attendance at the site visit must be provided to the Contracting Authority. The following forms of evidence are acceptable:

- a) Canada's signature on this clause or on a Visit Certification
- b) Canada's Attendance Form submitted directly to the Contracting Authority by the person conducting the Site Visit.

\_\_\_\_\_  
Canada's Signature

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date