



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

800 Burrard Street, Room 219

800, rue Burrard, pièce 219

Vancouver

British Columbia

V6Z 0B9

Bid Fax: (604) 775-9381

## 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

### Vendor/Firm Name and Address

### Raison sociale et adresse du

### fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific  
Region

800 Burrard Street, Room 219

800, rue Burrard, pièce 219

Vancouver

British C

V6Z 0B9

<b>Title - Sujet</b> Boiler & Pressure Vessel Inspection	
<b>Solicitation No. - N° de l'invitation</b> EP975-212748/A	<b>Date</b> 2021-09-07
<b>Client Reference No. - N° de référence du client</b> EP975-212748	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWY-020-9042	
<b>File No. - N° de dossier</b> PWY-1-44052 (020)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Pacific Daylight Saving Time PDT <b>on - le 2021-10-05</b> Heure Avancée du Pacifique HAP	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ly, Ronny(PWY)	<b>Buyer Id - Id de l'acheteur</b> pwy020
<b>Telephone No. - N° de téléphone</b> (604) 318-5750 ( )	<b>FAX No. - N° de FAX</b> (604) 775-6633
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Various Depts - Various Locations, BC & YT	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PWY020

Client Ref. No. - N° de réf. du client  
No./N° VME

File No. - N° du dossier

CCC No./N° CCC - FMS

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**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

**IMPORTANT NOTICE TO BIDDERS**

**Support the use of apprentices**

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Annex F

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Annex "G" Insurance Requirements  
Annex "H" Integrity Provisions

## **TITLE: INSPECTION SERVICES OF BOILERS (HEATER SYSTEM), PRESSURE VESSELS, AND/OR PRESSURE PIPING SYSTEMS**

### **PART 1 - GENERAL INFORMATION**

#### **1.1 Introduction**

The bid solicitation and resulting contract document is divided into seven parts plus 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Basis of Selection: specifies the mandatory requirements and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security Requirement: 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.

#### **1.2. Summary**

1.2.1 The Government of Canada has a requirement to provide annual inspection services of boilers (heater system), pressure vessels, and/or pressure piping systems, and associated safety devices in the Pacific Region which includes British Columbia.

The compliance external and/or internal inspections may be conducted at a variety of sites including, but not limited to, federal owned office buildings, prisons, warehouses, storage facilities, private residences owned or under the control of the federal government.

The PSPC Program Manager will act as the Technical Authority throughout the duration of the contract. The service must be provided in accordance with Annex A - Statement of Work.

1.2.1.1 The period of any resulting contract will be for a period of three (3) years with Canada retaining an irrevocable option to extend the contract for two (2) additional one (1) year periods under the same conditions.

1.2.2 "There are security requirements associated with this requirement. For additional information, consult Part 6 - Security Requirement, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program (CSP) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.htm>) website".

1.2.3 "The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.2.4 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.

### **1.3 Debriefings**

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

## 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>) 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.

### 2.2 Submission of Bids

Bids must be submitted only to the Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified below, by the date and time indicated on page 1 of the offer solicitation, either by delivering a hard copy or electronic epost Connect submission as follows:

#### **HARD COPY Offer Submission**

In the case of submission of a hard copy offer, send its offer only to:

Public Works and Government Services Canada  
Bid Receiving Unit  
219-800 Burrard Street  
Vancouver, BC, V6Z 0B9

#### **\*IMPORTANT NOTICE\***

Due to the impacts of the COVID-19 pandemic and to encourage physical distancing, the bid receiving unit in Vancouver will remain open but with limited staff and limited hours.

#### **ELECTRONIC Offer Submission by epost Connect service**

- a. Unless specified otherwise in the solicitation, offers may be submitted by using the epost Connect service provided by Canada Post Corporation.  
([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a))
- b. The only acceptable email address to use with epost Connect for responses to this solicitation issued by PWGSC regional office is:

[TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPReceptiondessoumissions-PRBidReceiving.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

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

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with 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 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 the 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 **five (5)** 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 2.5 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.

## **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

- 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 (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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**

Bidders must submit their technical bid in accordance with Annex D, Evaluation Criteria and Basis of Selection.

## **Section II: Financial Bid**

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

### **3.1.2 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.

## **Section III: Certifications**

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Mandatory technical evaluation criteria are included in Annex D – Evaluation Criteria and Basis of Selection

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Financial Criteria**

Financial evaluation criteria are included in Annex D – Evaluation Criteria and Basis of Selection

### **4.2 Basis of selection**

Basis of Selection evaluation criteria are included in Annex D – Evaluation Criteria and Basis of Selection

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

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

In accordance with the Integrity Provisions of the Standard Instructions all bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the Ineligibility and Suspension Policy (<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 website (<http://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**

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### **5.2.3.1 Status and Availability of Resources**

SACC Manual clause A3005T(2010-08-16) Status and Availability of Resources

## **PART 6 - SECURITY REQUIREMENT**

### **6.1 Security Requirement**

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 7 – Resulting Contract Clauses;
  - (b) 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;
  - (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>) website.

## PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. *(at contract award, delete this sentence)*

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

2010C (2020-05-28), General Conditions – Services (Medium Complexity), apply to and form part of the Contract.

### 7.3 Security Requirement

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, 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) *Contract Security Manual* (Latest Edition).

### 7.4 Term of Contract

#### 7.4.1 Period of Contract

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

#### 7.4.2 Option to Extend 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 period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Ronny Ly  
Title: Supply Specialist  
Address: Public Works and Government Services Canada  
Acquisitions Branch, Pacific Region  
Real Property Contracting  
219-800 Burrard Street  
Vancouver, BC, V6Z 0B9  
Telephone: 304-318-5750  
E-mail: [ronny.ly@pwgsc.gc.ca](mailto:ronny.ly@pwgsc.gc.ca)

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

### **7.5.2 Project Authority**

The Technical Authority for the Contract is: TBD

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

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

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

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

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

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

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

The Technical 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.

### **7.5.3 Contractor's Representative**

The name and particulars of the person to be contacted for general enquiries and follow-up purposes:

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Cellular: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## **7.6 Proactive Disclosure of Contracts with Former Public Servants**

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

## **7.7 Payment**

### **7.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor shall be paid in accordance to Annex C – Basis of Payment

### **7.7.5 Electronic Payment of Invoices – Contract**

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

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

## **7.8 Invoicing Instructions**

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **7.9. Certifications**

### **7.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor, in its bid or precedent to contract award, and the ongoing cooperation in providing additional information

are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## **7.10 Applicable Laws**

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

## **7.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2020-05-28) General Conditions – Services (medium complexity) ;
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List;
- (e) Annex C, Basis of Payment
- (f) Annex D, Evaluation Criteria and Basis of Selection
- (g) Annex E, Electronic Payment Instruments
- (h) Annex F, Voluntary Certification to Support the Use of Apprentices
- (i) Annex G, Insurance Requirements
- (j) Annex H, Integrity Provisions
- (k) the Contractor's bid dated\_\_\_\_\_.

## **7.12 Not Applicable**

## **7.13 Insurance**

### **7.13.1 Insurance**

The Contractor must comply with the insurance requirements specified in Annex G. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **7.14 Voluntary Reports for Apprentices Employed during the Contract**

The Contractor should compile and maintain records on the number of apprentices that were hired to work on the contract and their trade specialty.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

Solicitation No. - N° de l'invitation  
EP975-212748/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWY020

Client Ref. No. - N° de réf. du client  
No./N° VME

File No. - N° du dossier

CCC No./N° CCC - FMS

The data should be submitted to the Contracting Authority 6 months after contract award or at the end of the contract, whichever comes first.

Number of apprentices hired	Trade specialty

(Add lines if needed)

## **ANNEX "A"**

### **STATEMENT OF WORK (SOW)**

#### **A1 Objective**

The Scope of Work (SOW) has been developed to ensure that the Contractor has a clear understanding of the work scope, procedures and services required for the contract to deliver the complete goods and services, within the agreed to, price and schedule.

Work may be performed for PSPC or on behalf of Other Government Departments (OGD) (i.e. Clients). Other Government Departments may include but not limited to Royal Canadian Mounted Police (RCMP), Department of National Defense (DND) and Corrections Service Canada (CSC).

#### **A2 Background**

The Government of Canada has a requirement to provide annual inspection services of boilers (heater system), pressure vessels, and/or pressure piping systems, and associated safety devices in the Pacific Region which includes British Columbia.

The compliance external and/or internal inspections may be conducted at a variety of sites including, but not limited to, federal owned office buildings, prisons, warehouses, storage facilities, private residences owned or under the control of the federal government.

The PSPC Program Manager will act as the Technical Authority throughout the duration of the contract.

#### **A3 Scope of Work**

The contractor must provide the required personnel and resources to deliver a comprehensive inspection program of work compliant with; the clauses contained in this document and the most recent version of the Canadian Occupational Health and Safety Regulations (COHSR).

#### **A4 Security**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, 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) *Contract Security Manual* (Latest Edition).

5. The Contractor may be subject to additional security screening procedures with respect to other Government of Canada facilities, not under the custodianship of PSPC. The Contractor must submit to all requests for further security screening and adhere to all security requirements as prescribed by other Government of Canada Departments or Agencies.
  - The contractor will require Facility Access 2 (FA2) in order to access RCMP detachment.
6. The Technical Authority will identify the level of security clearance for each department and any specific access processes (ie. Request for Visit forms or additional security clearances). Only personnel who have obtained the necessary security clearances will be permitted on the work sites.
7. The Government of Canada will not be responsible for any cost to the Contractor of any kind or nature, which may arise from this section.

#### **A.5 Program of Work - Overview**

The inspection program includes the following activities:

1. Prepare an annual cost estimate based on the agreed upon basis of payment (Annex C) in conjunction with the approved equipment inventory list.
2. Upon receipt of a formal contract, arrange site visit schedules with the Operating Authorities (i.e. Client representatives or Building Occupants).
3. Perform on-site inspections compliant with the Canadian Occupational Health and Safety Regulations (COHSR)
4. Record inspection results for each piece of inventory on an approved Record of Inspection (ROI).
5. Transmit inspection results (ROI) in the prescribed manner.
6. Update and maintain an accurate inventory list.
7. Provide monthly and year-end updates on the status of the program.
8. Submit invoices for payment as prescribed by the terms of this contract.

#### **A6 Regulations**

All criteria will be in accordance with the current edition of Canada Occupational Health and Safety Regulations (COHSR). See the attached link for Part V, Boilers and Pressure Vessels:

<https://laws.justice.gc.ca/eng/regulations/sor-86-304/page-6.html#docCont>

#### **A7 Exemptions**

Unless otherwise instructed by the Technical Authority all criteria for exemptions must follow the COHSR, Part V, Boilers and Pressure Vessels, Application Section 5.2.

#### **A8 Inventory**

All boilers, pressure vessels and associated safety devices known at time of tender are included in the SOW, are identified in Appendix "1" - Inventory.

The Inventory list will provide the following, Number of units, Unit ID, Unit description, Location, Inspection dates, Unit status (active, decommissioned) and type of inspection.

- The Contractor is responsible to update the Inventory list.
- The Technical Authority reserves the right to add or remove any Inventory item.
- The Contractor must verify that each Inventory item, is affixed with a PSPC Safety Code Inspection Program (SCIP) inventory identification label. A missing or illegible identification label must be reported to the Technical Authority on the Record of Inspection (ROI).
- A complete list of units and ROI details shall be provided from each location site, regardless if no inspection is required.

- Newly discovered BPV units will be added to the inspection inventory list.
- For new installation permit on a recent installed Boiler unit is present, a subsequent inspection will occur the following year. For air receivers, the contractor will inspect the equipment. When inspection services are provided on new/previously unknown devices as identified above, the Contractor must provide written notification to the Technical Authority in the form of an Inspection Criteria Report (ICR) for each newly identified device. The ICR must identify the device, in accordance with ROI detail requirements - Equipment Class/Type Index and why it must be inspected, and to what section of the code it must conform to for compliance.
- Reimbursement for inspections on new devices not listed in the inventory must be made at the set cost stated in Annex "C", Basis of Payment, only on completion and submission of both the ICR and ROI in accordance with this section.
- When equipment listed in the Inventory has been decommissioned or permanently removed from the building and an inspection is not necessary, it is expected that the contractor still collects all the information from the unit on the ROI inspection form at no charge to PSPC.
- Equipment, which is exempt from these inspection requirements, must not be inspected unless directed to do so by the Operating Authority in writing and approved by the Technical Authority. These inspections must be identified on the ROI as "Client Requested Inspection." (as per COHSR subsection 5.2)
- All claims will be removed from the invoice for inspections performed on devices that do not meet the requirements in this section.

#### **A9 Inspection Frequencies**

The following inspection frequencies should be in accordance with the Canada Occupational Health and Safety Regulations Section 5.11.

#### **A10 Scheduled Inspections**

The contractor is responsible for scheduling all inspections. Contact information for each site will be provided by the Technical Authority.

- External and Internal inspections must be performed on all devices as specified in the Inventory, or more frequently if necessary.
- The Technical Authority shall be notified of any departures from the scheduled inspections.
- If an internal inspection is impractical, or it physically cannot be performed on an object, the Contractor must identify the reason on the inspection certificate at the time of the operational inspection.

#### **A11 Non-destructive Testing (NDT)**

Only where internal inspections cannot physically or reasonably be carried out on an object, the Contractor may request a non-destructive type test to supplement or compliment an internal inspection.

#### **A12 Re-inspections**

Re-inspections are not typically requested. If a request for a re-inspection should arise, the contractor will contact the Technical Authority for discussion.

#### **A13 Record of Inspection (ROI)**

After an inspection is completed the contractor is required to complete a ROI. Refer to Appendix 2 for the ROI Federal Inspection Form. Upon completion of an approved inspection, the Contractor must issue a form to both the Technical Authority and Operating Authority.

#### **A14 Non-Compliant Equipment**

1. Where the Contractor determines upon inspection that a boiler, pressure vessel device or piping system is not safe to operate to the extent essential for the safety and health of employees the Contractor must immediately:

- a) issue a written shut down order describing the noncompliance or rationale for this action, identify the noncompliance, directive, code or act infraction(s) requiring correction/repair prior to returning the boiler, pressure vessel or piping system to a safe operating condition. The Contractor must leave a copy of this written notice with the Operating Authority and immediately forward an electronic copy to the Technical Authority;
  - b) direct the Operating Authority to shut-down and seal the boiler, pressure vessel or piping system in a prescribed manner, cancel the existing ROI and inform the Operating Authority that the use of the boiler, pressure vessel, or piping system is prohibited.
2. When a boiler, pressure vessel or piping system has been inspected and is safe to operate to the extent essential for the safety and health of employees, however, minor deficiencies and/or non-compliance are present, the Contractor must issue a ROI to the Operating Authority. The ROI must identify any directives or recommendations, which would result in an improved operating condition and/or compliance with current code requirements. Devices may be allowed to operate providing minor non-compliances and/or recommendations would not jeopardize the user safety.

#### **A15 Coordination and Scheduling**

1. In consultation with each Operating Authority, the Contractor must schedule inspection services at the Operating Authorities work place. If the Operating Authority and the Contractor cannot come to an agreement, the Technical Authority must be notified.
2. Inspections must be performed during regular business hours, Monday through Friday between 08:00 hrs. and 17:00 hrs., or as mutually agreed to with the Operating Authority.
3. Where the Operating Authority requests inspections to be performed outside regular business hours, written authorization must be provided from the Operating Authority copied to the Technical Authority prior to the commencement of work.
4. Where inspections have been coordinated and scheduled in accordance with this section, and where access to the building is prevented or otherwise denied without 24 hours' notice to the Contractor, the Contractor must immediately take action to notify the Technical Authority of such, and make arrangements with the Operating Authority to reschedule the visit.
5. The Contractor's on-site activities must not disrupt the normal work functions and access of the site, within reason. No on site activities must be completed without the pre-approval from PSPC.
6. The Contractor must immediately inform the Technical Authority of any suspicious items found, discovered, revealed or otherwise located during the conduct of the Work. The Contractor, their employees must not touch, move, remove, relocate, disturb or otherwise handle any suspicious item.
7. While working in some high security facilities (e.g. prisons) the Contractor may not be allowed to bring wireless cellular and digital phones or other electronic equipment on site. The Contractor must adhere to site specific security requirements.

#### **A16 Correspondence**

- The Contractor must respond to all correspondence (i.e. directions, orders or notices) via email.

The following email address will be used for all such correspondence: [TPSGC.PACConformite-PACCompliance.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.PACConformite-PACCompliance.PWGSC@tpsgc-pwgsc.gc.ca)



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#### **A17 Submission of Documents**

1. All ROI's, ICR, and/or reports of deficiencies or directives as applicable, shall be provided to the Technical Authority in electronic format. All documents shall be in the most current Portable Document Format (pdf.).
2. All completed ROI's, and/or applicable ICRs shall be submitted to the Technical Authority in electronic format as per the requirements set out in this section within 30 calendar days of all completed inspections.
3. The contractor will provide a monthly status update to the Technical Authority using the inventory spreadsheet.
4. Inspection results (ROI) transmitted to the Technical Authority shall use the following nomenclature: Client name, municipal address, building name, equipment.
5. Upon completion of the annual program of work, or no later than Feb. 15<sup>th</sup> of the current fiscal year, the contractor will provide the Technical Authority with an updated inventory list including any additions or deletions encountered during the contract period.
6. The updated inventory list must contain the inspection dates for each inventory item and any exceptions noted during the inspections.

#### **A18 Continual Improvement and Future Technology**

1. Technical Services, a department of PSPC, Real Property Branch endorses and prescribes to a continual improvement process.
2. Information sharing and web-based technologies will continue to advance over the term of the contract and may offer advantages over the current data exchange approach. As a result, the means of exchanging information between the Contractor and PSPC may evolve and take advantage of these advances during the term of the contract.
3. It is anticipated that changes in technology and web based advancements will provide new opportunities for process improvement in such areas as: reductions in administrative requirements; improved organizational efficiency; and reduction in response times; and broadcasting for emergency responsiveness to Official Persons in Charge (OPI).
4. Technical Services is committed to Quality Improvement and Quality Management is developing and implementing a new module within the Real Property Management System (RPMS) to assist in the execution of the Safety Code Inspection Program.
5. As this technology develops and access securities/ protocols are put into place, it is expected that the successful firm will incorporate this information exchange process into their internal work.

#### **A19 Project Safety**

1. Notwithstanding any other safety requirement specified in this section or in any other section of Annex A, Statement of Work and/or other related documents, the Contractor must prepare a written project safety plan (PSP) outlining the procedures and safe work practices, which all personnel working on or accessing a project site must follow.
2. The Project Safety Plan covers all critical safety aspects of a project.

3. The PSP is a tool that helps communicate dangers and what should be done to prevent or minimize them in a uniform way.
4. The Project Safety Plan must identify potential hazards and risks by the use of system safety analysis techniques and will detail the engineering and administrative controls that will be necessary to protect the staff as well as other occupants of the building.
5. The PSP must identify necessary personnel training needs and will contain a plan for the management of change.
6. The PSP must serve as the "Operational Procedure" and "Safety Manual" for the contract.
7. The Contractor will provide a written PSP plan that addresses the following:
  - a) safe work procedures and practices, e.g. OHS Policies, company safety policies, and any or all safety rules or procedures;
  - b) all known or potential hazards which are present during the execution of the contract including analysis and preventive or control measures to mitigate or minimize the hazard.
8. These procedures and practices must address and conform to the applicable Provincial Safety Act, Codes and Regulations, except where a requirement to conform to a more stringent Act or Regulation has been specified in the Canada Occupational Health and Safety Regulations. All known or potential hazards must be identified, and it is the Contractor's responsibility to be familiar with all applicable safety acts, regulations, codes and contract requirements.
9. The requirements of this SOW must be identified and addressed, by identifying standard operating procedures and safe work practices which incorporate clear and specific control measures, applicable safety rules, procedures and practices, all of which are mandatory.
10. This Safety outline must be submitted to the Technical Authority upon contract award. A revision must be submitted within 5 business days of any potential or new hazard being identified, or when requested by the Technical Authority for the duration of the contract.
11. Submission of the PSP does not imply approval and must not relieve the Contractor of any legal obligations for the provision of Occupational Health and Safety (OHS) requirements as specified by Provincial Legislation.
12. The Contractor must ensure all workers and authorized persons under their control entering a work site are notified and provided written copies of the Safety plan.
13. The Contractor must ensure safety requirements; procedures, safe work practices and all applicable safety legislation are identified and adhered to.
14. Any person not complying with the applicable safety legislation, regulations, directives, and/or the requirements of this contract must not be permitted on the work site.

#### **A20 Key Personnel**

1. Key Personnel are classifications used for the Basis of Payment, and only the allowed Key Personnel may be invoiced as detailed in Annex "C", Basis of Payment unless the Contract is amended.
2. Key Personnel have minimum experience requirements.
3. Key Personnel are Contractor's Resources that are used for Proposal evaluation purposes; have their Category

and Specialization identified in the Contract; and the specific individuals are named in the Contract.

**A21 Licensing, Certification or Authorization**

The Key Personnel must be Qualified Professional to provide the necessary professional services to the full extent that may be required by PSPC. Qualified Professional is a person who is registered in the relevant jurisdiction (BC) with his or her appropriate professional organization, acts under that professional organizations code of ethics, is subject to disciplinary action by that professional organization, and through suitable education, experience, accreditation and knowledge can be reasonably relied on to provide advice within his or her area of expertise.

**A22 Limitations**

This contract is limited to in Service Inspections only as defined by the National Board of Boiler and Pressure Vessel Inspectors.

## Appendix 1

### Inventory – Subject to change

#### \*Exact addresses to be provided after Contract award

Quantity Units	Location
75	Agassiz, BC.
13	Burnaby, BC.
1	Chehalis River, Agassiz, BC.
40	Chilliwack, BC.
117	Colwood, BC.
2	Cultus Lake, BC.
198	Esquimalt, BC.
10	Harrison Mills, BC.
117	Lazo, BC.
87	Matsqui, Abbotsford, BC.
20	Mission, BC.
19	Nanaimo, BC.
19	Nanoose Bay, BC.
22	North Vancouver, BC.
4	Richmond, BC.
22	Sidney, BC.
41	Summerland, BC.
28	Sydney, BC.
69	Victoria, BC.
10	West Vancouver, BC.
914 Total	

Solicitation No. - N° de l'invitation  
EP975-212748/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWY020

Client Ref. No. - N° de réf. du client  
No./N° VME

File No. - N° du dossier

CCC No./N° CCC - FMS

Appendix 2  
Inspection Site Details

Annual Federal Boiler or Pressure Vessel Inspection Report

Record of Inspection

Inspection Date:

Inspector:

UNIT OVERVIEW

UNIT ID:

UNIT CLASS:

DESCRIPTION:

UNIT STATUS:

MANUFACTURER:

MODEL:

UNIT NAME:

YEAR BUILT:

CRN:

MANUFACTURE S/N:

NATIONAL BOARD:

CLIENT AND SITE DETAILS

CLIENT NAME:

MUNICIPAL ADDRESS:

CITY:

SITE NAME:

BUILDING NAME:

SPECIFIC ON-SITE LOCATION DETAILS:

SITE CONTACT NAME:

SITE CONTACT PHONE:

SITE CONTACT EMAIL:

PUBLIC WORKS & GOVERNMENT SERVICES CANADA

UNIT DETAILS

BOILER HEATING SURFACE:

REFRIGERATION POWER CAPACITY:

PRESSURE VESSEL LENGTH:

PRESSURE VESSEL DIAMETER:

PRESSURE VESSEL BURIED:

MAWP:

MAWT:

PRESSURE RELIEF DEVICE

MANUFACTURER:

DEVICE TYPE:

SET PRESSURE:

CAPACITY:

INSTALL DATE:

INSPECTION DETAILS

INSPECTION TYPE(S) External / Internal:

STANDARDS OUTCOME:

NON-DESTRUCTIVE TESTING: Y/N

DEFECTS/DEFICIENCIES:

INSPECTION OUTCOME:

REMARKS:

## Appendix 3

### Terminology

**Alteration** means any change in the item described in the original manufacturer's data report that requires a change of design calculations or otherwise affects the pressure-containing capability of the boiler or pressure vessel.

**Appropriate standard:** means a standard or standards, as amended from time to time, to the extent that the most recent standard provides the highest level of safety. If more than one standard meets this criterion, the standard or standards shall be selected using the following order of precedence:

- i. standard prescribed by the Canada Labour Code Part II and its pursuant applicable regulations;
- ii. standard prescribed by provincial and territorial occupational health and safety acts and regulations;
- ii. any standard that has been accepted, developed, approved, prepared, published, and/or maintained by an accredited organization that assumes such responsibility, i.e. the Standards Council of Canada (SCC) (and the standards development organization for the Canadian Standards Association (CSA) of the SCC) and the International Organization for Standardization (ISO);
- iii. standard developed by a government organization with regard to a subject area within their jurisdiction (e.g., Health Canada, Transport Canada and Environment Canada);
- iv. standard developed by an association recognized by a majority of qualified practitioners in the field to which the standard is addressed (e.g., American Society of Heating, Refrigerating and Air- Conditioning Engineers [ASHRAE]).

**Boiler - "high pressure"** means a boiler in which steam, gas or vapour is generated at more than one atmosphere of pressure or a boiler containing liquid that has a working pressure exceeding 1100 kPa (160psi) or an operating temperature exceeding 121oc (250°F).

**Boiler- "low pressure hot water"** means a hot water boiler that has a pressure not exceeding 1100 kPa (160psi) or an operating temperature not exceeding 121°C (250°F).

**Boiler- "low pressure steam"** means a boiler that operates at a vapour pressure not exceeding one atmosphere of pressure.

**Boiler- "organic fluid"** means a boiler that contains an organic fluid that has an operating temperature not exceeding 343oc (650°F).

**Boiler- "unfired"** means a boiler in which steam or other vapour is generated by a source of heat other than combustion and includes an electric boiler.

**Boiler- "waste heat"** means an indirect-fired boiler that utilizes waste gases produced by the primary process to generate steam.

**Canadian Registration Number (CRN)** means a registration number, allotted by a provincial government that

allows a pressure-retaining item to be used in the province.

**Certificate of qualification** means a certificate issued under the applicable boiler pressure vessel statute or ordinance, certifying that the holder thereof has the necessary qualifications for the position for which the certificate is issued.

**Certificate of inspections** means a record issued by a qualified inspector/ inspection agency in respect of boiler, pressure vessel or piping system certifying that it has been inspected and conforms to the minimum standards of the COSHR as pursuant to the Canada Labour Code Part II.

**Code** means the GSA Standard B51-M1997 Code for the Construction and Inspection of Boilers and Pressure Vessels. The English version of which is dated September 1997 and was amended in February 1998 and the French version of which is dated September 1998.

**Cushion tank** means a pressure vessel installed in a closed hot water heating system or cooling system to provide a pneumatic cushion for the expansion of the water.

**Decommissioned** means permanent disconnection and isolation from all mechanical and electrical services and incapable of operation.

**Fitting** means a regulating, controlling or measuring device subject to internal pressure and attached to a boiler, pressure vessel or piping system.

**Fiscal year:** means the time period from April 1 to March 31.

**Heat exchanger** means a pressure vessel such as a condenser, evaporator, heater, cooler, or similar apparatus not specifically identified in the code, where the tube side or shell side, or both, meet the definition of a pressure vessel.

**Hydropneumatic tank** means a pressure vessel containing both water and air, the compression of which serves only as a cushion.

**Inspection (external)** means as complete an examination as can be reasonably made of the external surfaces and safety devices while the boiler or pressure vessel is in "Operation".

**Inspection (internal)** means as complete an examination as can be reasonably made or when construction permits; when the boiler or pressure vessel is "Shut Down" and handholds and/or manholes or other inspection openings are opened or removed for visual inspection of the interior components. If visual inspection is not possible, inspection may be supplemented with a non-destructive type test.

**Inspection (ultrasonic)** means a non-destructive inspection using an ultrasonic device to determine the inner metal condition of equipment.

**Inspection Criteria Report (ICR)** means a document prepared for each boiler, pressure vessel or piping system describing the physical characteristic which include but limited to the following; manufacturers name, serial number, Canadian Registration Number, maximum allowable working pressure, maximum temperature at which the device may operate, and the reason or justification why the device must be inspected. The report will also identify which minimum criteria(s) or requirement(s) the device meets which necessitates the need for inspection.

**Manufacturer's data report** means a document in an accepted form by which a manufacturer certifies that a boiler, pressure vessel, or fired-heated pressure coil has been manufactured in accordance with ASME Code or CSA

B51-14. The document supplies a technical description of the vessel, is signed by a representative of the manufacturer, and provides for a countersignature by an inspector or authorized inspector, where required.

**Maximum allowable working pressure** means the maximum allowable working pressure set out in the record of inspection.

**Minister** means the Minister of Public Services and Procurement Canada (PSPC).

**Must** is used to express a requirement, i.e., a provision that the user is obliged to satisfy in order to comply with the standard.

**New** means an operational boiler, pressure vessel or pressure piping system that is within the specified manufacturer's warranty period from time of acceptance.

**Non-destructive test (NDT) technician** means a person who performs nondestructive testing and who is certified to carry out such testing under the requirements and certification of the Canadian General Standards Board (CGSB), Non-destructive Testing- Qualification and Certification of Personnel (ISO9712:2005).

**Operating Authority** means a Public Service Department, Agency, or its designated representative responsible for the operation and/or maintenance of a building and its boiler, pressure vessels and piping systems contained within.

**Piping system** means an assembly of pipes, pipe fittings, valves, safety devices, pumps, compressors and other fixed equipment which contains a gas, vapor or liquid and is connected to a boiler or pressure vessel; for the purposes of this contract this definition applies to all piping and valves connected to a device within the mechanical room and/or space.

**Pressure** means pressure measured in kilopascals, or pounds per square inch above the prevailing atmospheric pressure.

**Pressure vessel** means a closed vessel, other than a boiler, that is used for containing, storing, distributing, transferring, distilling, processing or otherwise handling a gas, vapor or liquid under pressure exceeding the service and size limits in the COHSR as pursuant to the Canada labour Code Part II.

**Previously unknown/undiscovered** means an operational boiler, pressure vessel or pressure piping system that is not within the manufacturer's specified warranty, is not identified in Appendix "A" - Inventory, and the Operating Authority cannot provide sufficient evidence of inspection documentation.

**Provincial authority** means the Provincial or Territorial body authorized to perform boiler, pressure vessel inspections.

**Qualified inspector** means a person recognized under the laws of the provincial or territory in which the boiler, pressure vessel or piping system is located or by the National Board of Boiler and Pressure Vessel Inspectors as qualified to inspect boilers, pressure vessels and piping systems.

**Qualified person** means, in respect of a specific duty, a person who because of his/her knowledge, training and experience is qualified to perform that duty safely and properly.

**Record of Inspection (ROI)** means a record or report prepared by an inspector after inspection of a boiler or pressure vessel declaring the current status of the device with respect to operational safety.



**Regional Director** means an official public administrator designated accountable by the Minister to administer the safety inspection program in the area in which a Public Service occupancy or establishment is located.

**Re-inspection** means an inspection that is repeated on an object as a result of modification or repair or requested by the Inspector under his/her directives issued at the time of the previous inspection whereby the inspection certificate was "withheld".

**Repair** means any work necessary to restore a boiler or pressure vessel to a safe and satisfactory operating condition, provided that there is no deviation from the original design.

**Scheduled shut-down** means the boiler or pressure vessel is connected to a mechanical and/or electrical service and is normally capable of operation but, is shut down due to the plant operating schedule.

**Safety Code Inspection Program (SCIP)**, means is a program whereby PSPC establishes and manages inspection services on behalf of all custodial departments to ensure inspections required by the COHSR are carried out. Through a national data management system PSPC captures and monitors data demonstrating that inspections required by the CLC II have taken place.

**Seal** means to take any measures necessary by a qualified person to prevent the unauthorized operation or use of a boiler, pressure vessel device.

**Should** is used to express a recommendation or that is advised, but not necessarily required.

**Storage tank** means a pressure vessel that is used to store hot water and is not equipped with a heating unit, or pressure vessel that is used to store chilled water in a closed pressurized cooling system.

**Shut-down (unscheduled)** means the boiler or pressure vessel is connected to a mechanical and/or electrical service and is normally capable of operation but, is shut down due to unforeseen failure, or repair.

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWY020

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No./N° VME

File No. - N° du dossier

CCC No./N° CCC - FMS

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## **ANNEX "B"**

### **SECURITY REQUIREMENT CHECK LIST**



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 Branch	
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 BPV Condition and Compliance Safety Inspection of Crown-owned BPV devices.			
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 checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? 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 Non <input checked="" type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with <b>no</b> overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale <b>sans</b> entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à : <input type="checkbox"/>		Restricted to: / Limité à : <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays :		Specify country(ies): / Préciser le(s) pays :	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



**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 checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input 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



**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	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL	TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

## ANNEX C

### BASIS OF PAYMENT

The prices are in Canadian dollars, FOB destination, Canadian customs duties and excise taxes included. Applicable Taxes are extra.

During the period of the contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

The rates specified below, include all overhead, including cost of labour, fringe benefits, administrative time, travel and living expenses, internal equipment charges (including equipment charges considered to be internal although they may be rented), that may need to be incurred to satisfy the terms of the contract. If work is to be performed by a sub-contractor, rates will be paid in accordance to Price Table below. These expenses cannot be charged directly and/or separately from the all-inclusive rates.

The inclusion of volumetric data in this document are estimates only and does not represent a commitment by Canada.

The rates are all inclusive firm/fixed for the full period of the Contract.

### PRICE TABLE

#### A

Item	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
<b>Year 1</b>	BPV Safety Inspection Services by Certified Inspector – External Inspection	Each	640		
<b>Year 1</b>	BPV Safety Inspection Services by Certified Inspector – Internal Inspection	Each	275		
<b>Year 2</b>	BPV Safety Inspection Services by Certified Inspector – External Inspection	Each	640		
<b>Year 2</b>	BPV Safety Inspection Services by Certified Inspector – Internal Inspection	Each	275		
<b>Year 3</b>	BPV Safety Inspection Services by Certified Inspector – External Inspection	Each	640		
<b>Year 3</b>	BPV Safety Inspection Services by Certified Inspector – Internal Inspection	Each	275		
<b>Total Price - Contract Period - (excluding applicable taxes) (A)</b>					

## B Optional Periods (Option Year 1 and 2)

Item	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
Year 1	BPV Safety Inspection Services by Certified Inspector – External Inspection	Each	640		
Year 1	BPV Safety Inspection Services by Certified Inspector – Internal Inspection	Each	275		
Year 2	BPV Safety Inspection Services by Certified Inspector – External Inspection	Each	640		
Year 2	BPV Safety Inspection Services by Certified Inspector – Internal Inspection	Each	275		
Total Price – Optional Contract Period - (excluding applicable taxes) (B)					

<b>TOTAL EVALUATED BID PRICE</b>	
Total Price - Contract Period (A)	
Total Price – Optional Contract Period (B)	
<b>TOTAL BID PRICE</b> applicable taxes extra	

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## ANNEX D

### EVALUATION CRITERIA AND BASIS OF SELECTION

#### 1. Technical Evaluation

##### 1.1 Mandatory Criteria

The Bidder must meet all of the following mandatory criteria in order to be considered. Failure to do so will result in the bid being declared non-responsive and no further consideration will be given.

##### 1.2 Technical Criteria

Mandatory requirements are not assigned a point score. A PASS is assigned for each item submitted meeting the requirements below. If any component receives a FAIL or contains an item, which for some reason cannot be evaluated, it shall be deemed as non-responsive and the evaluation process will not continue to the next phase.

The Bidder and all personnel employed for the purpose and execution of the technical requirements, shall possess a current and up to date Certificate of Competency. The Bidder **must** submit for each employee assigned to undertake the execution of this requirement, a copy of his or her current and up to date Certificate of Competency as part of the proposal. A current and up to date National Board Authorized Certificate of Accreditation and Commission Card will also be accepted as an alternative to the Certificate of Competency.

Failure to include at bid closing a copy of either, a current and up to date Certificate of Competency or, a National Board Authorized Certificate of Accreditation and Commission Card will result in the proposal being deemed non-responsive.

##### 1.3 Previous Experience and Performance

The Bidder must provide evidence of the proposed Inspector's experience and past performance by referencing two (2) projects or contracts, wherein the inspection services provided are comparable to those described in Annex A, Statement of Work.

The proposed inspector(s) must have a minimum of five (5) years of full-time experience as a person recognized under the laws of any Province or by the National Board of Boiler and Pressure Vessel inspectors as qualified to inspect boilers, pressure vessels and pressure piping systems.

Bidders should include the following with their submission but if not provided at bid closing, the bidder must provide the information within 2 business days upon request by Canada:

- Resumes for proposed personnel

Please note: If replacement or additional personnel are proposed after contract award, they must meet the defined experience level. A resume and completed relevant project experience form of the proposed personnel will be reviewed by the Departmental Representative and is subject to their approval. Resumes must clearly demonstrate the number of years of experience and the relevancy of the experience.

All qualifications requirements and information requirements are mandatory.

**The evidence provided by the Bidder may be verified by Canada. Failure by the Bidder to provide the required evidence or in the event that the evidence cannot be verified shall result in the Bidder being disqualified and no further consideration being given to the Bidder. Any blank responses on the project experience forms will result in the bid being disqualified with no further consideration**



**being given to the bidder.**

If proposing more than one inspector, please complete for each inspector.

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File No. - N° du dossier

CCC No./N° CCC - FMS

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## **2. Financial Evaluation**

Bidders must submit their financial bid as outlined in Annex C.

The Bidder must respond to the Price Tables by inserting in its financial bid its quoted firm all- inclusive rates.

The volumetric data in the Price Table are provided for bid evaluation price determination purposes. The specified estimated quantities and expenditures do not represent a commitment by Canada.

For bid evaluation and Contractor selection purposes only, the evaluated price of the bid will be determined in accordance with the Total Bid Price: (Excluding Applicable Taxes) in Annex C, Basis of Payment.

## **3. Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive.

The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **4. Submission Checklist**

The Bidder is responsible for following the instructions and meeting all submission requirements outlined in the Request for Proposal.

The following list of documents and forms is provided with the intention of assisting the Bidder in ensuring a complete submission.

- ' Front Page of the Request for Request for Proposal (RFP) – completed and signed
- ' Front page(s) of any solicitation amendment – completed and signed
- ' Mandatory technical criteria as per Annex D – Evaluation Criteria and Basis of Selection, including:
  - a copy of the proposed inspector(s) Certificate of Competency or, a National Board Authorized Certificate of Accreditation and Commission Card;
  - the proposed inspector(s) Experience and Past Performance.
  - resume of the proposed inspector(s)
- ' Annex C – Basis of Payment
- ' Annex E - Electronic Payment Instruments
- ' Annex H – Integrity Provisions

## **ANNEX “E” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

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

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

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## ANNEX "F"

### Voluntary Certification to Support the Use of Apprentices

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

*In order to help meet demand for skilled tradespeople, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios<sup>1</sup> and to respect any hiring requirements prescribed by provincial or territorial statutes.*

<sup>1</sup> The journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

*Name:*

*Signature:*

*Company Name:*

*Company Legal Name:*

*Solicitation Number:*

*Optional information to provide:*

*Number of apprentices planned to be working on this contract:*

*Trades of those apprentices:*

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## ANNEX G

### INSURANCE REQUIREMENTS

#### Commercial 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 **\$5,000,000** per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (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) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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