



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions/Travaux publics et Services
gouvernementaux Canada
See herein for bid submission
instructions/
Voir la présente pour les
instructions sur la présentation
d'une soumission
NA
Ontario

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

Title - Sujet Retractable Paint Booth Enclosure Retractable Paint Booth Enclosure with Portable Air Filtration Unit	
Solicitation No. - N° de l'invitation W2037-220048/C	Date 2022-06-02
Client Reference No. - N° de référence du client W2037-22-0048	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-945-8662	
File No. - N° de dossier KIN-1-56171 (945)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2022-06-27 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Gillis, Melanie	Buyer Id - Id de l'acheteur kin945
Telephone No. - N° de téléphone (613) 328-2654 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: RCEME School Building A-253, 31 Hangar Road CFB Borden, ON L0M 1C0	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics et
services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

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

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PART 1 - GENERAL INFORMATION

This bid solicitation cancels and supersedes previous bid solicitation number W2037-220048/B dated March 10th, 2022, with a closing of April 4th, 2022, at 14:00. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, the DND 626 Task Authorization Form and any other annexes.

1.2 Summary

The Department of National Defence (DND), Canadian Forces Base (CFB) Borden, Royal Canadian Electrical Mechanical Engineers (RCEME) School has a requirement for the purchase, supply, delivery, installation, and training of a new Retractable Paint Booth Enclosure and Portable Air Filtration Unit. There is also a requirement to supply all supervision, labour, material, tools, and equipment required to carry out On-Site Maintenance Services for repairs, On-Site Preventative Maintenance Services and Annual Technical Support Services on an "as and when requested basis" in accordance with the Requirement in Annex "A".

Contract Period: From date of Contract to March 31, 2027.

Delivery Point: CFB Borden

1.3 Task Authorization

This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

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1.4 COVID-19 Vaccination Policy for Supplier Personnel

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

1.5 epost Connect service

This bid solicitation requires 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.

1.6 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

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

PWGSC Ontario Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:
TPSGC.oreceptiondessaoumissions-orbidreceiving.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.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) 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.

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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Applicable Laws

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

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

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

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- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

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

Bids transmitted by facsimile or hardcopy will not be accepted.

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.

Section II: Financial Bid

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

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

SACC Manual Clause [C3011T \(2013-11-06\), Exchange Rate Fluctuation](#)

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

Any bid which fails to meet the following mandatory technical criteria will be deemed non-responsive and will receive no further consideration.

- a. Bidders must provide technical drawings, specifications sheets and certifications that demonstrates how the proposed equipment meets each of the Mandatory Technical Criteria described in Annex "E" – Mandatory Technical Criteria Evaluation.
- b. The 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, or stating complies is not sufficient.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Any bid which fails to meet the following mandatory financial criteria will be deemed non-responsive and will receive no further consideration.

- a. Bidders must submit their financial bid in accordance with Annex "B" – Basis of Payment.
- b. Bids must not contain any alteration to the Pricing Basis other than the addition of the bidders unit prices and markup percentage.
- c. Annex B, Appendix 1 Part I through IV must be completed in its entirety. Any items without pricing will render the bid non-compliant.

4.1.3 Evaluation of Price

- a. Bids will be evaluated based on the prices detailed in Annex "B" – Basis of Payment.
- b. The Evaluated Price of the bid will be the sum of the extended prices for all years from Annex "B" Basis of Payment – Parts I, II, III, and IV.
- c. SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection - Mandatory Technical Criteria

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 COVID-19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached at Annex H, to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Board of Directors Certification

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors as part of their bid. Bidders are requested to complete Annex "F" Additional Certification Information 1. Board of Directors.

5.2.3.2 Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) as part of their bid. Bidders are requested to complete Annex "G" Additional Certification Information 2. Procurement Business Number (PBN).

Suppliers may register for a PBN online at [Supplier Registration Information](#) (SRI). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

6.2 Task Authorization

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

6.2.1 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex "C".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.2.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$25,000.00, Applicable Taxes included, inclusive of any revisions.

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

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

SACC *Manual* clause [B9031C](#) (2011-05-16), Canada's Obligation - Portion of the Work - Task Authorizations

6.2.4 Periodic Usage Reports - Contracts with Task Authorizations

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

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

The data must be submitted on a quarterly basis to the Contracting Authority.
The quarterly periods are defined as follows:

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

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

Reporting Requirement- Details

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

For each authorized task:

- a. the authorized task number or task revision number(s);
- b. a title or a brief description of each authorized task;
- c. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- d. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- e. the start and completion date for each authorized task; and
- f. the active status of each authorized task, as applicable.

For all authorized tasks:

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

6.2.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by the Department of National Defence (DND), Canadian Forces Base (CFB) Borden, Royal Canadian Electrical Mechanical Engineers (RCEME) School. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2030 (2021-12-02) General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

Subsection 45 of 2030, General Conditions – Higher Complexity – Goods, is amended as follows

Delete: "2030 45 (2016-04-04) Code of Conduct for Procurement - contract
The Contractor agrees to comply with the [Code of Conduct for Procurement \(https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) and to be bound by its terms for the period of the Contract."

Insert: "2030 45 (2022-01-27) Code of Conduct for Procurement - contract
The Contractor agrees to comply with the [Code of Conduct for Procurement \(https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html) and to be bound by its terms for the period of the Contract."

Subsection 46 of 2030, General Conditions – Higher Complexity – Goods, is added as follows:

2030 46 (2021-11-04) Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the [Customs Tariff – Schedule](#) (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* and that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the [Customs Tariff – Schedule](#) as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
 - a. Findings or Withhold Release Orders issued by the United States Customs *Trade and Border Protection*, under the US [Trade Facilitation and Trade Enforcement Act](#) (TFTEA) of 2015; or
 - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the [Criminal Code](#) or the [Immigration and Refugee Protection Act](#):
 - Criminal Code*
 - i. section 279.01 (Trafficking in persons);
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
 - iii. subsection 279.02(1) (Material benefit - trafficking);
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
 - Immigration and Refugee Protection Act*
 - vii. section 118 (Trafficking in persons).

5. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
 - i. in the case of a conviction, whether the court acted within its jurisdiction;
 - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
 - iii. whether the court's decision was obtained by fraud; or
 - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice unless Canada establishes a different deadline.

6.3.2 Supplemental General Conditions

[4010](#) (2012-07-16) Services – Higher Complexity, apply to and form part of the Contract,

[4013](#) (2021-11-29), Compliance with on-site measures, standing orders, policies, and rules, and

[4014](#) (2021-11-29), Suspension of the work apply to and form part of the Contract.

6.3.3 Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.4 Security Requirements

There is no security requirement applicable to the Contract.

6.5 Term of Contract

6.5.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2027 inclusive.

6.5.2 Delivery Date – Part I – Firm Requirement *[Note to Offerors: Please fill out required information]*

While delivery of all firm deliverables, including installation and training is requested by March 31st, 2023, the best delivery that could be offered is _____.

The Delivery Date offered will not be considered as an evaluation criterion.

6.5.3 Delivery Points

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

Solicitation No. - N° de l'invitation
W2037-220048/C
Client Ref. No. - N° de réf. du client
W2037-22-0048

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-1-56171

Buyer ID - Id de l'acheteur
KIN945
CCC No./N° CCC - FMS No./N° VME

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Melanie Gillis
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region
Telephone: 613-328-2654
E-mail address: Melanie.Gillis2@pwgsc-tpsgc.gc.ca

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

6.6.2 Project Authority *(To be completed prior to contract award)*

The Project Authority for the Contract is:

Nom : _____
Titre : _____
Organisation : _____
Adresse : _____
Téléphone : _____
Courriel : _____

In its absence, the Project Authority is:

Nom : _____
Titre : _____
Organisation : _____
Adresse : _____
Téléphone : _____
Courriel : _____

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

6.6.3 Contractor's Representative [Note to Offerors: Please fill out required information]

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

6.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;

b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 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.

6.8 Payment

6.8.1 Basis of Payment

6.8.1.1 Basis of Payment - Firm Lot Price(s) – Firm Requirement

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm lot price(s), as specified in Annex "B" – Basis of Payment – Part I – Firm Requirement for a cost of \$ _____ (*to be inserted at contract award*). Customs duties are included, 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.

6.8.1.2 Basis of Payment – Individual Task Authorization

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with Annex "B" - Basis of Payment - Part II Services, Part III Repair Parts and Part IV Consumables and Replacement Parts.

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

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be

authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.8.2 Limitation of Price - Firm Requirement

SACC Manual clause [C6000C](#) (2017-08-17), Limitation of Price

6.8.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ (*to be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.8.4 Multiple Payments

SACC Manual clause [H1001C](#) (2008-05-12), Multiple Payments

6.8.5 T1204 – Direct Request by Customer Department

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

6.8.6 Time Verification

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

6.8.7 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s) (*to be updated at contract award*):

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

6.9 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the Inspection Checklist;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; and
 - d. a copy of the Service 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.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.10 Certifications and Additional Information

6.10.1 Compliance

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

6.11 Applicable Laws

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

6.12 Priority of Documents

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

- a. the Articles of Agreement;
- b. the supplemental general conditions [4010](#) (2012-07-16) Services – Higher Complexity;
- c. the supplemental general conditions [4013](#) (2021-11-29), Compliance with on-site measures, standing orders, policies, and rules;
- d. the supplemental general conditions [4014](#) (2021-11-29), Suspension of the work;
- e. the general conditions [2030](#) (2021-12-02) General Conditions - Higher Complexity - Goods;
- f. Annex A, Requirement;
- g. Annex B, Basis of Payment;
- h. the signed Task Authorizations (including all of its annexes, if any); and
- i. the Contractor's bid dated _____ *(to be inserted at contract award)*

6.13 SACC Manual Clauses

[A9062C](#) (2011-05-16) Canadian Forces Site Regulations
[B1501C](#) (2018-06-21) Electrical equipment;
[B7500C](#) (2006-06-16) Excess Goods

6.14 Insurance

[G1005C](#) (2016-01-28) Insurance - No Specific Requirement

6.15 Dispute Resolution

- a. The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b. The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c. If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- d. Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.16 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

ANNEX "A" REQUIREMENT

1. Scope

1.1. Objective

The Department of National Defence (DND), Canadian Forces Base (CFB) Borden, Royal Canadian Electrical Mechanical Engineers (RCEME) School has a requirement for the purchase, delivery, installation, and training of a new Retractable Paint Booth Enclosure and Portable Air Filtration Unit. There is also a requirement for the supply of supervision, labour, material, tools, and equipment required to carry out On-Site Maintenance Services for repairs, On-Site Preventative Maintenance Services and Annual Technical Support Services on an "as and when requested basis".

1.2. Definitions

Applicant	Any substance which may be used to create a new layer on the surface of any working material. This can be achieved by spraying the substance, painting with a paint brush, and a paint roller.
Particulate	Minute particles suspended in air, can be solid or liquid state.
Vapor	A substance diffused or suspended in the air in a gaseous state.
On-Site	CFB Borden, RCEME School, 31 Hangar Road, Building A-253, CFB Borden, ON, L0M 1C0.
Tear down	The act of disassembly.

2. Reference Documents

2.1. Standards

- 2.1.1. The Portable Air Filtration Unit must adhere to the American National Standards Institute (ANSI) Z9.7 – Recirculation of Air from Industrial Process Exhaust Systems.
- 2.1.2. The Retractable Paint Booth Enclosure and Portable Air Filtration Unit electrical components must have a Canadian Standards Association (CSA) certification, or equivalent (www.csagroup.org/global/en/about-csa-group/certification-marks-labels). Equivalency must be recognized by SCC (Standard Council of Canada) (www.scc.ca).
- 2.1.3. National Fire Protection Association (NFPA) Code/Standard 33 - Standard for Spray Application Using Flammable or Combustible Materials.
- 2.1.4. The Retractable Paint Booth Enclosure material must adhere to the National Fire Protection Association (NFPA) Code/Standard 701 - Standard Methods of Fire Tests for Flame Propagation of Textiles and Films.

2.1.5. The Retractable Paint Booth Enclosure must conform with all other industrial safety regulations for pertaining to lighting, fire, and explosive risk at the Federal and Provincial level as it pertains to Ontario as Combustible Applicants will be used.

2.1.6. The Portable Air Filtration Unit must conform to all other industrial safety regulations pertaining to air quality, ventilation, fire or explosive risk, and airborne particulates at the Federal and Provincial level as it pertains to Ontario as Toxic Applicants, Combustible Applicants will be used and Airborne Particulates (dust, fibre glass, etc.) will become present.

3. Requirements

3.1. Requirements

CFB Borden, RCEME School has a requirement for the supply, delivery, supervision of installation, and training of a new Retractable Paint Booth Enclosure and Portable Air Filtration Unit

3.1.1. Goods

- a. Retractable Paint Booth Enclosure;
- b. Portable Air Filtration Unit;
- c. Air Quality Monitor; and
- d. Consumables.

3.1.2. Services

- a. Set Up, supervision of Installation, Configuration, and Functional Testing;
- b. On-Site Demonstration and On-Site Training;
- c. On-Site Maintenance Service, On-Site Preventive Maintenance Service and Annual Technical Support Service;
- d. Repair Parts; and
- e. Consumables and Replacement Parts.

3.2. Goods - Mandatory Technical Specifications

3.2.1. The Retractable Paint Booth Enclosure must meet the following specifications:

- a. Must have the following outer dimensions:
 - i. An outer height with a range between 108 inches and 114 inches;
 - ii. An outer width with a range between 168 inches and 288 inches; and
 - iii. An outer length with a range between 288 inches and 528 inches.
- b. The Retractable Paint Booth Enclosure must be manually retractable by one person without the use of specialty tooling.
- c. Must be equipped with a light-weight rolling retractable structure with lockable caster wheels.
- d. Must be have a translucent, fire-retardant shell (ceiling, side panels, rear panel and front panel) that meets the NFPA 701.
- e. Translucent, fire-retardant shell (ceiling, side panels, rear panel and front panel) must allow for safe cleaning of excess paint and applicants.

- f. Translucent, fire-retardant shell must allow exterior lighting to shine in or include a manufacturer installed lighting kit that is at least 100 foot candle (fc) or 1076 lux (lx) that meets the Federal and Provincial industrial safety regulations pertaining to lighting, fire, and explosive risk as it pertains to Ontario.
- g. Translucent, fire-retardant front panel opening must have the following minimum dimensions:
- h. Opening width must be a minimum of 120 inches; and
- i. Opening height must be a minimum of 96 inches.
- j. The Retractable Paint Booth Enclosure must not require outdoor venting.

3.2.2. The Portable Air Filtration Unit must meet the following specifications:

- a. The Portable Air Filtration Unit insertion must work in unison with the Retractable Paint Booth.
- b. Must have the following maximum outer dimensions:
 - i. An outer height of 108 inches;
 - ii. An outer width of 108 inches; and
 - iii. An outer length of 108 inches.
- c. Must be a standalone system, and easily removable without specialty tooling from Retractable Paint Booth enclosure with no risk of damage to the enclosure or the Filtration Unit.
- d. The Portable Air Filtration Unit must connect to the Retractable Paint Booth Enclosure on one of the sides (if the Portable Air Filtration Unit is to be adjoined near the front panel opening of the Retractable Paint Booth Enclosure or a doorway it must not be closer than 12 inches to avoid damage from other equipment).
- e. Must be equipped with a power supply of 3Ø, 208 VAC, 60 HZ (no more than 30 A), or 120 VAC, 15A, 60 HZ to meet existing building available power outlets.
- f. Must be equipped with swiveling caster wheels.
- g. Must be equipped with an overvoltage protection to protect system against potential power surges.
- h. Must be equipped with a manual control panel that is located on the Portable Air Filtration Unit.
- i. The manual control panel must provide controllable and variable airflow to accommodate various mechanical processes (sanding, painting, and sand-blasting).
- j. Must be equipped with changeable filters that are able to remove up to 95% of airborne particles of the following substance:
 - i. Acrylic/latex/water base paints (Vapors / Particulates);
 - ii. Alkyd/acrylic paints (Vapors / Particulates);
 - iii. Alkyd/oil/ and other solvents (Vapors / Particulates);
 - iv. Lacquer (Vapors / Particulates);
 - v. Enamel Paints (Vapors / Particulates);
 - vi. Fiberglass/ fiberglass cloth (Particulates);
 - vii. Resin (Vapors / Particulates); and
 - viii. Paint thinners (Vapors / Particulates).

-
- k. Must keep the following airborne concentration hazardous substances under the prescribed value listed in the Federal and Provincial Industrial Safety Regulations for Ontario:
- i. Acrylic/latex/water base paints (Vapors / Particulates);
 - ii. Alkyd/acrylic paints (Vapors / Particulates);
 - iii. Alkyd/oil/ and other solvents (Vapors / Particulates);
 - iv. Lacquer (Vapors / Particulates);
 - v. Enamel Paints (Vapors / Particulates);
 - vi. Fiberglass/ fiberglass cloth (Particulates);
 - vii. Resin (Vapors / Particulates); and
 - viii. Paint thinners (Vapors / Particulates).

3.2.3. Air Quality Monitor must meet the following:

- a. Must provide an Air Quality Monitor that is integrated into the Portable Air Filtration Unit.

3.2.4. Consumables must meet the following:

Must provide the following initial supply of consumable parts for the Retractable Paint Booth Enclosure, Portable Air Filtration Unit and Air Quality Monitor:

- a. 2 x sets of filters required to be effective for each of the following applicants;
 - i. Acrylic/latex/water base paints (Vapors / Particulates);
 - ii. Alkyd/acrylic paints (Vapors / Particulates);
 - iii. Alkyd/oil/ and other solvents (Vapors / Particulates);
 - iv. Lacquer (Vapors / Particulates);
 - v. Enamel Paints (Vapors / Particulates);
 - vi. Fiberglass/ fiberglass cloth (Particulates);
 - vii. Resin (Vapors / Particulates); and
 - viii. Paint thinners (Vapors / Particulates).

3.3. Services

3.3.1. Set Up, Installation, Configuration and Functional Testing

- a. Coordinate with the Technical Authority the building configuration requirements for the set up and installation of the Retractable Paint Booth Enclosure, Portable Air Filtration Unit and Air Quality Monitor.
- b. Provide set up, installation, and configuration of the Retractable Paint Booth Enclosure, Portable Air Filtration Unit and Air Quality Monitor.
- c. Provide functional testing of the installed Retractable Paint Booth Enclosure, Portable Air Filtration Unit and Air Quality Monitor.

3.3.2. On-Site Demonstration and On-Site Training

3.3.2.1. On-Site Demonstration

Provide a demonstration within 10 business days from installation on the following:

- a. Set up of the Retractable Paint Booth Enclosure, Portable Air Filtration Unit and Air Quality Monitor.
- b. Routine user maintenance.

- c. Properties and functions of the Portable Air Filtration Unit and Air Quality Monitor operating modes.

3.3.2.2. On-Site Training

Provide training on the Retractable Paint Booth Enclosure, Portable Air Filtration Unit and Air Quality Monitor for a minimum of ten (10) personnel within 10 business days from installation in the following areas:

- a. Set up and tear down of the Retractable Paint Booth Enclosure, Portable Air Filtration Unit and Air Quality Monitor; and
- b. Use of the Retractable Paint Booth Enclosure, Portable Air Filtration Unit and Air Quality Monitor.

3.3.3. On-Site Maintenance Service, On-Site Preventive Maintenance Service and Annual Technical Support Service

The Contractor must provide On-Site Maintenance Service, On-Site Preventive Maintenance Service and Annual Technical Support Service for a five (5) year period that will commence after the Manufacturers Standard Warranty Period

3.3.3.1. On-Site Maintenance Service

The On-Site Maintenance Service will be on an "as and when requested" basis and will cover all associated labor costs required to make the necessary repair(s).

3.3.3.2. On-Site Preventive Maintenance Service

The On-Site Preventive Maintenance Service will be in accordance with manufacturer's recommended maintenance schedule. The On-Site Preventive Maintenance Service must include an annual cleaning.

3.3.3.3. Annual Technical Support Service

The Annual Technical Support Service must be On-line and/or by Telephone and address concerns and minimize down time in case of equipment malfunction or operational questions. The Annual On-line and/or Telephone Technical Support Service requires the Contractor to provide a response within twenty-four (24) hours.

3.3.4. Repair Parts

All repair parts must be those specified by the manufacturer of the equipment or of equivalent quality approved by the Technical Authority.

3.3.5. Consumables and Replacement Parts

All consumables and replacement parts must be those specified by the manufacturer of the equipment or of equivalent quality approved by the Technical Authority.

3.4. Deliverables

- a. The contractor must supply all labour, equipment, materials, and transportation associated with the supply, delivery and installation of the Retractable Paint Booth Enclosure, Portable Air Filtration Unit and Air Quality Monitor.

-
- b. The contractor must provide the following initial supply of all consumable parts for the Retractable Paint Booth Enclosure, Portable Air Filtration Unit and Air Quality Monitor:
- i. 2 x sets of filters required to be effective for each of the following applicants
 1. Acrylic/latex/water base paints (Vapors / Particulates);
 2. Alkyd/acrylic paints (Vapors / Particulates);
 3. Alkyd/oil/ and other solvents (Vapors / Particulates);
 4. Lacquer (Vapors / Particulates);
 5. Enamel Paints (Vapors / Particulates);
 6. Fiberglass/ fiberglass cloth (Particulates);
 7. Resin (Vapors / Particulates); and
 8. Paint thinners (Vapors / Particulates).
 - c. The contractor is responsible for the disposal of all packaging material.
 - d. The contractor must supply On-Site demonstration and training for the Retractable Paint Booth Enclosure, Portable Air Filtration Unit and Air Quality Monitor.
 - e. The contractor must provide the following certificates:
 - i. Must provide scanned or photocopy of original certificate (minimum standard to be grey scaled if photocopied) that indicates the Retractable Paint Booth Enclosure and Portable Air Filtration Unit adhere to the CSA standards;
 - ii. Must provide scanned or photocopy of original certificate (minimum standard to be grey scaled if photocopied) that indicates materials used in the Retractable Paint Booth Enclosure and Portable Air Filtration Unit construction adhere to NFPA 33;
 - iii. Must provide scanned or photocopy of original certificate (minimum standard to be grey scaled if photocopied) that indicates materials used in the Retractable Paint Booth Enclosure construction adhere to NFPA 701; and
 - iv. Must provide scanned or photocopy of original certificate (minimum standard to be grey scaled if photocopied) that indicates the Portable Air Filtration Unit adheres to ANSI Z9.7.
 - f. The contractor must provide a list of all spare parts in English that are available for purchase.
 - g. The contractor must provide a list of all consumable parts in English are available for purchase.
 - h. The contractor must provide the following supporting documentation:
 - i. Operation and maintenance manual(s) must be provided in English;
 - ii. Manual(s) must be provided by computer download and paper hard copy;
 - iii. Computer download Manual(s) must be in either a Word Document or PDF format; and
 - iv. Two (2) Paper Hard Copy Manual(s) must be provided.

3.5. Delivery Point

CFB Borden, RCEME School, 31 Hangar Road, Building A-253, CFB Borden, ON, L0M 1C0.

3.6. Constraints

- a. The supply, delivery, installation, demonstration, and training is to be provided between 8:00 a.m. and 3:30 p.m. (EST/EDT ON), Monday through Friday excluding statutory holidays.

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- b. The On-Site Maintenance Service, On-Site Preventative Maintenance and Annual On-line and/or Telephone Technical Support Service is to be provided between 8:00 a.m. and 3:30 p.m. (EST/EDT ON), Monday through Friday excluding statutory holidays.

3.7. Timeframe and Delivery Dates

- a. Install, demonstration, and training date and timings must be coordinated with the Technical Authority.

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ANNEX "B" BASIS OF PAYMENT

Note to Offerors: All text in italics will be deleted from the resulting Standing Offer.

In accordance with Appendix 1 to Annex "B", the Contractor will be paid firm all-inclusive price (excluding HST) in Canadian dollars. GST/HST, if applicable, is not included in the price and must be shown as a separate item on invoices. The goods must be shipped in accordance with **Incoterms 2000 "DDP delivered duty paid"**

Basis of Payment Definitions:

First Hour: Is an all-inclusive firm hourly rate for all supervision, labour, material, tools, equipment, and overhead. **It is only applied to the first hour of productive labour.**

Additional Hour(s): Is an all-inclusive firm hourly rate for all supervision, labour, material, tools, equipment, and overhead. **It is only applied after the first hour of productive labour.**

Repair Parts: Repair Parts must be charged at the Contractor's Laid Down Cost plus a markup percentage excluding HST.

Consumables and Replacement Parts: Consumables and Replacement Parts must be charged at the Contractor's cost plus a markup percentage excluding HST.

Pricing Periods:

Year 1 – Date of contract award to March 31, 2023

Year 2 – April 1, 2023 to March 31, 2024

Year 3 – April 1, 2024 to March 31, 2025

Year 4 – April 1, 2025 to March 31, 2026

Year 5 – April 1, 2026 to March 31, 2027

FINANCIAL EVALUATION WILL BE BASED ON THE AGGREGATE EVALUATED TOTALS AS FOLLOWS:

AGGREGATE EVALUATION TOTAL FOR ALL PARTS I THROUGH IV

Combined Extended Totals in Appendix 1 Part I + Appendix 1 Part II + Appendix 1 Part III and + Appendix 1 Part IV

Estimated Quantities: *The quantities as stated herein are an estimate of the requirement made in good faith. The Contract will be limited to the actual service and/or repair authorized and performed, repair parts authorized, and consumables and replacement parts requested.*

Appendix 1 – Details of Basis of Payment is available electronically in Excel format through Buyandsell.gc.ca

The price used in the evaluation will be the Evaluated Price which is calculated as follows:

Appendix 1 Part I

Firm Requirement

Bidders must submit firm lot prices for all items listed in Part I – Firm Requirement. The extended price for each line item will be the Bidder's corresponding Firm Lot Price.

Appendix 1 Part II

Services

Bidders must submit firm rates for all items for all years listed in Part II – Task Authorization Services.

The evaluated price will be the sum of the yearly extended price. The extended price for each year will be calculated by multiplying the Estimated Hourly/Yearly Usage by the Bidder's corresponding Firm Hourly Rate.

Appendix 1 Part III

Repair Parts

Bidders must submit a mark-up percentage (%) for all items for all years listed in Part III – Task Authorization Repair Parts.

The evaluated price will be the sum of the yearly extended price. The extended price for each year will be calculated by multiplying the Yearly Estimated Value by the Bidder's Mark-up % and adding the value to the Yearly Estimated Value

Example: $(\text{Mark-up \%} \times \text{Yearly Estimated Value}) + \text{Yearly Estimated Value}$

$$(5\% \times \$10,000.00) + \$10,000.00 = \$500.00 + \$10,000.00 = \$10,500.00$$

Appendix 1 Part IV

Consumables and Replacement Parts

Bidders must submit a mark-up percentage (%) for all items for all years listed in Part IV – Task Authorization Consumables and Replacement Parts

The evaluated price will be the sum of the yearly extended price. The extend price for each year will be calculated by multiplying the Yearly Estimated Value by the Bidder's Mark-up % and adding the value to the Yearly Estimated Value.

Example: $(\text{Mark-up \%} \times \text{Yearly Estimated Value}) + \text{Yearly Estimated Value}$

$$(5\% \times \$5,000.00) + \$5,000.00 = \$250.00 + \$5,000.00 = \$5,250.00$$

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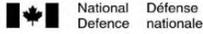
ANNEX "C" DND 626 TASK AUTHORIZATION FORM

(see attached)

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**TASK AUTHORIZATION
 AUTORISATION DES TÂCHES**

<p>All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.</p>		Contract no. - N° du contrat	
		Task no. - N° de la tâche	
Amendment no. - N° de la modification		Increase/Decrease - Augmentation/Réduction	
		Previous value - Valeur précédente	
To - À		<p>TO THE CONTRACTOR You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p>À L'ENTREPRENEUR Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>	
Delivery location - Expédié à			
Delivery/Completion date - Date de livraison/d'achèvement			
		<p>_____ Date _____ for the Department of National Defence pour le ministère de la Défense nationale</p>	
Contract item no. N° d'article du contrat	Services	Cost Prix	
		GST/HST TPS/TVH	
		Total	
<p>APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract. NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p>			
<p>_____ for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</p>			

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Instructions for completing DND 626 - Task Authorization

Contract no.

Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

Signature of the DND person who has delegated Authority for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost

The cost of the Task broken out into the individual costed items in **Services**.

GST/HST

The GST/HST cost as appropriate.

Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche

Inscrivez le numéro de tâche séquentiel.

N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

A

Nom de l'entrepreneur.

Expédié à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ont à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

ANNEX "E" MANDATORY TECHNICAL EVALUATION CRITERIA

The bid must meet the mandatory technical criteria specified below. Bidders must provide the necessary documentation to support compliance with this requirement. Bids that fail to meet the mandatory technical criteria will be declared nonresponsive.

Each mandatory technical criterion should be addressed separately. Bidders must propose products meeting all mandatory technical specifications and components outlined in Annex A 2.1.

To demonstrate that your products meet all mandatory technical specifications and components mentioned in Annex A, Bidders must submit with their bid, proofs of compliance. "Proof of Compliance" is defined as an unaltered document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software.

Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate references to Web sites to find additional information, or technical manuals or brochures not submitted with the bid. The document must provide detailed information on each performance requirement and/or specification.

Instruction to Bidders

- 1) In the second-last column of the following table, bidders must indicate the specifications and components offered.
- 2) In the last column of the following table, bidders must indicate where in their technical documents the information on the specifications and components offered can be located.
- 3) The table titled Mandatory Technical Specifications and Components must be included in your bid and duly completed

Standards

Item	Mandatory Technical Criteria	Documentation Required with Technical Bid	Met (Yes/No)	Reference Page in Technical Bid that provides Substantiation
Retractable Paint Booth Enclosure adheres to:				
MTEC 1	a. Canadian Standards Association (CSA) certification, or equivalency recognized by SCC (Standard Council of Canada).	CSA or SCC Certification		
	b. National Fire Protection Association (NFPA) Code/Standard 33 - Standard for Spray Application Using Flammable or Combustible Materials.	NFPA 33 Certification		
	c. National Fire Protection Association (NFPA) Code/Standard 701 - Standard Methods of Fire Tests for Flame Propagation of Textiles and Films.	NFPA 701 Certification		
Portable Air Filtration Unit				
MTEC 2	a. Canadian Standards Association (CSA) certification, or equivalency recognized by SCC (Standard Council of Canada).	CSA or SCC Certification		
	b. National Fire Protection Association (NFPA) Code/Standard 33 - Standard for Spray Application Using Flammable or Combustible Materials.	NFPA 33 Certification		

Item	Mandatory Technical Criteria	Documentation Required with Technical Bid	Met (Yes/No)	Reference Page in Technical Bid that provides Substantiation
	c. American National Standards Institute (ANSI) Z9.7 – Recirculation of Air from Industrial Process Exhaust Systems.	ANSI Z9.7 Certification		

Retractable Paint Booth Enclosure

Item	Mandatory Technical Criteria	Documentation Required with Technical Bid	Met (Yes/No)	Reference Page in Technical Bid that provides Substantiation
Must have the following outer dimensions:				
MTEC 3	a. An outer height with a range between 108 inches and 114 inches.	Technical Drawings		
	b. An outer width with a range between 168 inches and 288 inches.	Technical Drawings		
	c. An outer length with a range between 288 inches and 528 inches.	Technical Drawings		
MTEC 4	Must be have a translucent, fire-retardant shell (ceiling, side panels, rear panel and front panel) that meets the NFPA 701.	NFPA 701 Certification		
MTEC 5	Translucent, fire-retardant shell must allow exterior lighting to shine in or include a manufacturer installed lighting kit that is at least 100 foot candle (fc) or 1076 lux (lx).	Specification Sheet (only if lighting kit is provided)		
Translucent, fire-retardant front panel opening must have the following minimum dimensions:				
MTEC 6	a. Opening width must be a minimum of 120 inches.	Technical Drawings		
	b. Opening height must be a minimum of 96 inches .	Technical Drawings		

Portable Air Filtration Unit

Item	Mandatory Technical Criteria	Documentation Required with Technical Bid	Met (Yes/No)	Reference Page in Technical Bid that provides Substantiation
Must have the following maximum outer dimensions:				
MTEC 7	a. An outer height of 108 inches.	Technical Drawings		
	b. An outer width of 108 inches.	Technical Drawings		
	c. An outer length of 108 inches.	Technical Drawings		
MTEC 8	The Portable Air Filtration Unit must connect to the Retractable Paint Booth Enclosure on one of the sides (if the Portable Air Filtration Unit is to be adjoined near the front panel opening of the Retractable Paint Booth Enclosure or a doorway it must not be closer than 12 inches to avoid damage from other equipment).	Technical Drawings		

Item	Mandatory Technical Criteria	Documentation Required with Technical Bid	Met (Yes/No)	Reference Page in Technical Bid that provides Substantiation
MTEC 9	Must be equipped with a power supply of 3Ø, 208 VAC, 60 HZ (no more than 30 A), or 120 VAC, 15A, 60 HZ to meet existing building available power outlets.	Specification Sheet		
Must be equipped with changeable filters that are able to remove up to 95% of airborne particles of the following substance:				
MTEC 10	a. Acrylic/latex/water base paints (Vapors / Particulates)	Specification Sheet (Must state it is capable of achieving 95% filtration)		
	b. Alkyd/acrylic paints (Vapors / Particulates)	Specification Sheet (Must state it is capable of achieving 95% filtration)		
	c. Alkyd/oil/ and other solvents (Vapors / Particulates)	Specification Sheet (Must state it is capable of achieving 95% filtration)		
	d. Lacquer (Vapors / Particulates)	Specification Sheet (Must state it is capable of achieving 95% filtration)		
	e. Enamel Paints (Vapors / Particulates)	Specification Sheet (Must state it is capable of achieving 95% filtration)		
	f. Fiberglass/ fiberglass cloth (Particulates)	Specification Sheet (Must state it is capable of achieving 95% filtration)		
	g. Resin (Vapors / Particulates)	Specification Sheet (Must state it is capable of achieving 95% filtration)		
	h. Paint thinners (Vapors / Particulates)	Specification Sheet (Must state it is capable of achieving 95% filtration)		

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ANNEX "F" to PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS

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 "G" ADDITIONAL CERTIFICATION INFORMATION

1. Board of Directors

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name/Position _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) before Contract award.

Procurement Business Number - _____

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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ANNEX "H" to PART 1 OF THE BID SOLICITATION - COVID-19 VACCINATION REQUIREMENT CERTIFICATION

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to
_____ (*insert solicitation number*), warrant and certify that all
personnel that _____ (*name of business*) will provide on the
resulting Contract who access federal government workplaces where they may come into contact with
public servants will be:

- a. fully vaccinated against COVID-19;
- b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- c. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*)
have been notified of the vaccination requirements of the Government of Canada's COVID-19
Vaccination Policy for Supplier Personnel, and that the _____
(*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____
Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the *Privacy Act*. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy

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Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.