



<p><b>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</b></p> <p><b>Electronic Copy: - Copier électronique :</b> <a href="mailto:soumissionsbids@ec.gc.ca">soumissionsbids@ec.gc.ca</a></p> <p><b>BID SOLICITATION DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>SOUSSION À: ENVIRONNEMENT CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b> Repairs and Maintenance - La Grande IV - Upper Air Station</p>	
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000070017R</p>	
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2024-01-30</p>	
	<p><b>Bid Solicitation Closes (YEAR- MM-DD) - La demande de soumissions prend fin (AAAA- MM-JJ)</b> at – à 3 :00 p.m. on – le 2024-02-29</p>	<p><b>Time Zone – Fuseau horaire</b> EST</p>
	<p><b>F.O.B – F.A.B</b></p>	
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Heidi Noble <a href="mailto:Heidi.Noble@ec.gc.ca">Heidi.Noble@ec.gc.ca</a></p>	
	<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA- MM-JJ)</b> 2026-03-31</p>	
	<p><b>Destination - of Services / Destination des services</b> Quebec</p>	
	<p><b>Security / Sécurité</b> There is no security requirement applicable to the requirement.</p>	
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>		
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>	
<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>		
<p><b>Signature</b></p>	<p><b>Date</b></p>	



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### **Reissue of Bid Solicitation**

This bid solicitation cancels and supersedes previous bid solicitation number 5000070017 dated June 30, 2023 with a closing of August 2, 2023 at 3:00 p.m. EDT. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.



## **PART 1 – GENERAL INFORMATION**

### **1.1. Security Requirement**

There is no security requirement applicable to the requirement.

### **1.2. Statement of Work**

The Work to be performed is detailed under Annex A, Statement of Work of the resulting contract.

### **1.3. Comprehensive Land Claims Agreement(s)**

This procurement is subject to the following Comprehensive Land Claims Agreement:

- James Bay and Northern Quebec Agreement (JBNQA)

### **1.4. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (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 PWGSC *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

**Under “Text” at 02:**

**Delete:** “Procurement Business Number”

**Insert:** “Deleted”

**At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** “Deleted”

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

**Delete:** In its entirety

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

**At Section 06 Late Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

**At Section 07 Delayed Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

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

**Delete:** In its entirety

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

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

**Delete:** In their entirety

**Insert:** “Deleted”

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

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

**Insert:** “Deleted”

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

**Delete:** In its entirety

**Insert:** “Deleted”



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

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

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

**Insert:**

**"Technical Difficulties of Bid Transmission**

*Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:*

*(i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR*

*(ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.*

**Completeness of the Bid**

*After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.*

*Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:*

- 1. That certifications and securities required at bid closing are included.*
- 2. That bids are properly signed, that the bidder is properly identified.*
- 3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.*
- 4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.*
- 5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada."*

**2.2 Submission of Bids**

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

**2.3 Former Public Servant – Competitive Bid**



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

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### Work Force Adjustment Directive





Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

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

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.

## **2.6 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 - Buyandsell.gc.ca](#) contains information on potential complaint bodies such as:

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

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Canada requests that bidders follow the format instructions described below in the preparation of their bid:

#### Note for electronic submission of bids:

In order to be considered, bids must be received by the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: [soumissionsbids@ec.gc.ca](mailto:soumissionsbids@ec.gc.ca)

Attention: Heidi Noble

Solicitation Number: 5000070017R

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

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

Bids sent by fax will not be accepted.

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

#### Section I: Technical Bid

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

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



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

**Section II: Financial Bid**

1. Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
2. Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
3. Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

**4. Price Breakdown**

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

- (a) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.
5. Bidders should include the following information in their financial bid:
  - (a) Their legal name; and
  - (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

**Section III - Certifications**

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

Bidders must provide the required certifications Part 5.



**ATTACHMENT 1 TO PART 3 -  
FINANCIAL BID PRESENTATION SHEET**

The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

**Services – Regular Work Hours:**

The "Number of Estimated Hours" listed below is for evaluation purposes only during the solicitation process and is an estimate provided in good faith. The number of estimated hours includes travel time to cover resources' hourly rate while in travel status.

**Services – Outside of Regular Work Hours and Urgent/Emergency Services:**

The "Number of Estimated Hours" listed below is for evaluation purposes only during the solicitation process and is an estimate provided in good faith.

**Allowance for Parts and Shop Supplies:**

Parts and shop supplies will be billed in addition to the hourly rates for the services.

An allowance for parts and shop supplies up to a maximum of \$15,000.00 applicable taxes extra for each year has been included in the tables below.

The maximum for parts and shop supplies listed below is for evaluation purposes and is an estimate provided in good faith.

Parts must be supported by receipts, with a mark-up of up to 20%.

Shop supplies will be billed at fair market value and do not require any supporting documentation.

**Allowance for Permits:**

Permits will be billed in addition to the hourly rates for the services.

An allowance for permits up to a maximum of \$2,000.00 applicable taxes extra for each year has been included in the tables below.

The maximum for permits listed below is for evaluation purposes and is an estimate provided in good faith.

Permits must be supported by receipts, with no allowance for mark-up.

**Estimated Travel:**

Travel will be billed in addition to the hourly rates for the services.

An estimate of \$4,000.00 has been included in the tables below.

The estimate for travel listed below is for evaluation purposes and is an estimate provided in good faith.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

Estimated Cost: \$4,000.00

**Estimates:**



The number of estimated hours for regular work hours; and outside of regular work hours and urgent/emergency services set in the tables below must not be revised.

The allowance for parts up to a Maximum of \$15,000.00 applicable taxes extra set in the tables below must not be revised.

The allowance for permits up to a Maximum of \$2,000.00 applicable taxes extra set in the tables below must not be revised.

The estimate for travel of \$4,000.00 set in the tables below must not be revised.

**If a bidder alters any of these estimates, its bid will be deemed non-responsive.**

Bidders must provide an hourly rate for regular work hours and outside of regular work hours and urgent/emergency services.

It must calculate the estimated price for each by multiplying the rate by the number of estimated hours provided.

**If a bidder fails to provide an hourly rate or price, its bid will be deemed-non responsive.**



**Table 1:**

Initial Contract Period One – Date of Contract – March 31, 2025		
Services		
<b>Stream 1: Electrical</b>		
<b>Electrical Services – Regular Work Hours Rate per Hour (A)</b>	<b>Number of Estimated Hours (B)</b>	<b>Price (A)*(B)</b>
\$ _____	30	\$ _____ (C)
<b>Electrical Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (D)</b>	<b>Number of Estimated Hours (E)</b>	<b>Price (D)*(E)</b>
\$ _____	10	\$ _____ (F)
<b>Stream 2: Plumbing</b>		
<b>Plumbing Services – Regular Work Hours Rate per Hour (G)</b>	<b>Number of Estimated Hours (H)</b>	<b>Price (G)*(H)</b>
\$ _____	30	\$ _____ (I)
<b>Plumbing Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (J)</b>	<b>Number of Estimated Hours (K)</b>	<b>Price (J)*(K)</b>
\$ _____	10	\$ _____ (L)
<b>Stream 3: HVAC</b>		
<b>HVAC Services – Regular Work Hours Rate per Hour (M)</b>	<b>Number of Estimated Hours (N)</b>	<b>Price (M)*(N)</b>



\$ _____	30	\$ _____ (O)
<b>HVAC Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (P)</b>	<b>Number of Estimated Hours (Q)</b>	<b>Price (P)*(Q)</b>
\$ _____	10	\$ _____ (R)
<b>Stream 4: Carpentry</b>		
<b>Carpentry Services – Regular Work Hours Rate per Hour (S)</b>	<b>Number of Estimated Hours (T)</b>	<b>Price (S)*(T)</b>
\$ _____	30	\$ _____ (U)
<b>Carpentry Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (V)</b>	<b>Number of Estimated Hours (W)</b>	<b>Price (V)*(W)</b>
\$ _____	10	\$ _____ (X)
<b>Allowances and Travel</b>		
<b>Allowance for Parts and Shop Supplies up to a Maximum of \$15,000.00 applicable taxes extra</b> Parts must be supported with receipts, with a mark-up of up to 20%.		
<b>Parts and Shop Supplies</b>	\$15,000.00 (Y)	
<b>Allowance for Permits up to a Maximum of \$2,000.00 applicable taxes extra</b> Permits will be reimbursed at cost		
<b>Permits</b>	\$2,000.00 (Z)	
<b>Estimated Travel for \$4,000.00</b>		





<b>Estimated Travel</b>	\$4,000.00 (AA)
<b>Total Price for Initial Contract Period One Excluding Applicable Taxes</b>	\$ _____ (C) + (F) + (I) + (L) + (I) + (O) + (R) + (U) + (X) + (Y) + (Z) + (AA)



**Table 2:**

Initial Contract Period Two – April 1, 2025 – March 31, 2026		
Services		
Stream 1: Electrical		
Electrical Services – Regular Work Hours Rate per Hour (A)	Number of Estimated Hours (B)	Price (A)*(B)
\$ _____	30	\$ _____ (C)
Electrical Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (D)	Number of Estimated Hours (E)	Price (D)*(E)
\$ _____	10	\$ _____ (F)
Stream 2: Plumbing		
Plumbing Services – Regular Work Hours Rate per Hour (G)	Number of Estimated Hours (H)	Price (G)*(H)
\$ _____	30	\$ _____ (I)
Plumbing Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (J)	Number of Estimated Hours (K)	Price (J)*(K)
\$ _____	10	\$ _____ (L)
Stream 3: HVAC		
HVAC Services – Regular Work Hours Rate per Hour (M)	Number of Estimated Hours (N)	Price (M)*(N)
\$ _____		\$ _____



\$ _____	30	\$ _____ (O)
<b>HVAC Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (P)</b>	<b>Number of Estimated Hours (Q)</b>	<b>Price (P)*(Q)</b>
\$ _____	10	\$ _____ (R)
<b>Stream 4: Carpentry</b>		
<b>Carpentry Services – Regular Work Hours Rate per Hour (S)</b>	<b>Number of Estimated Hours (T)</b>	<b>Price (S)*(T)</b>
\$ _____	30	\$ _____ (U)
<b>Carpentry Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (V)</b>	<b>Number of Estimated Hours (W)</b>	<b>Price (V)*(W)</b>
\$ _____	10	\$ _____ (X)
<b>Allowances and Travel</b>		
<b>Allowance for Parts and Shop Supplies up to a Maximum of \$15,000.00 applicable taxes extra</b> Parts must be supported with receipts, with a mark-up of up to 20%.		
<b>Parts and Shop Supplies</b>	\$15,000.00 (Y)	
<b>Allowance for Permits up to a Maximum of \$2,000.00 applicable taxes extra</b> Permits will be reimbursed at cost		
<b>Permits</b>	\$2,000.00 (Z)	
<b>Estimated Travel for \$4,000.00</b>		



<b>Estimated Travel</b>	\$4,000.00 (AA)
<b>Total Price for Initial Contract Period Two Excluding Applicable Taxes</b>	\$ _____ (C) + (F) + (I) + (L) + (I) + (O) + (R) + (U) + (X) + (Y) + (Z) + (AA)



**Table 3:**

Option Period One – April 1, 2026 – March 31, 2027		
Services		
Stream 1: Electrical		
Electrical Services – Regular Work Hours Rate per Hour (A)	Number of Estimated Hours (B)	Price (A)*(B)
\$ _____	30	\$ _____ (C)
Electrical Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (D)	Number of Estimated Hours (E)	Price (D)*(E)
\$ _____	10	\$ _____ (F)
Stream 2: Plumbing		
Plumbing Services – Regular Work Hours Rate per Hour (G)	Number of Estimated Hours (H)	Price (G)*(H)
\$ _____	30	\$ _____ (I)
Plumbing Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (J)	Number of Estimated Hours (K)	Price (J)*(K)
\$ _____	10	\$ _____ (L)
Stream 3: HVAC		
HVAC Services – Regular Work Hours Rate per Hour (M)	Number of Estimated Hours (N)	Price (M)*(N)



\$ _____	30	\$ _____ (O)
<b>HVAC Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (P)</b>	<b>Number of Estimated Hours (Q)</b>	<b>Price (P)*(Q)</b>
\$ _____	10	\$ _____ (R)
<b>Stream 4: Carpentry</b>		
<b>Carpentry Services – Regular Work Hours Rate per Hour (S)</b>	<b>Number of Estimated Hours (T)</b>	<b>Price (S)*(T)</b>
\$ _____	30	\$ _____ (U)
<b>Carpentry Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (V)</b>	<b>Number of Estimated Hours (W)</b>	<b>Price (V)*(W)</b>
\$ _____	10	\$ _____ (X)
<b>Allowances and Travel</b>		
<b>Allowance for Parts and Shop Supplies up to a Maximum of \$15,000.00 applicable taxes extra</b> Parts must be supported with receipts, with a mark-up of up to 20%.		
<b>Parts and Shop Supplies</b>	\$15,000.00 (Y)	
<b>Allowance for Permits up to a Maximum of \$2,000.00 applicable taxes extra</b> Permits will be reimbursed at cost		
<b>Permits</b>	\$2,000.00 (Z)	
<b>Estimated Travel for \$4,000.00</b>		



<b>Estimated Travel</b>	\$4,000.00 (AA)
<b>Total Price for Option Period One Excluding Applicable Taxes</b>	\$ _____ (C) + (F) + (I) + (L) + (I) + (O) + (R) + (U) + (X) + (Y) + (Z) + (AA)



**Table 4:**

Option Period Two – April 1, 2027 – March 31, 2028		
Services		
Stream 1: Electrical		
Electrical Services – Regular Work Hours Rate per Hour (A)	Number of Estimated Hours (B)	Price (A)*(B)
\$ _____	30	\$ _____ (C)
Electrical Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (D)	Number of Estimated Hours (E)	Price (D)*(E)
\$ _____	10	\$ _____ (F)
Stream 2: Plumbing		
Plumbing Services – Regular Work Hours Rate per Hour (G)	Number of Estimated Hours (H)	Price (G)*(H)
\$ _____	30	\$ _____ (I)
Plumbing Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (J)	Number of Estimated Hours (K)	Price (J)*(K)
\$ _____	10	\$ _____ (L)
Stream 3: HVAC		
HVAC Services – Regular Work Hours Rate per Hour (M)	Number of Estimated Hours (N)	Price (M)*(N)
\$ _____		\$ _____





\$ _____	30	\$ _____ (O)
<b>HVAC Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (P)</b>	<b>Number of Estimated Hours (Q)</b>	<b>Price (P)*(Q)</b>
\$ _____	10	\$ _____ (R)
<b>Stream 4: Carpentry</b>		
<b>Carpentry Services – Regular Work Hours Rate per Hour (S)</b>	<b>Number of Estimated Hours (T)</b>	<b>Price (S)*(T)</b>
\$ _____	30	\$ _____ (U)
<b>Carpentry Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (V)</b>	<b>Number of Estimated Hours (W)</b>	<b>Price (V)*(W)</b>
\$ _____	10	\$ _____ (X)
<b>Allowances and Travel</b>		
<b>Allowance for Parts and Shop Supplies up to a Maximum of \$15,000.00 applicable taxes extra</b> Parts must be supported with receipts, with a mark-up of up to 20%.		
<b>Parts and Shop Supplies</b>	\$15,000.00 (Y)	
<b>Allowance for Permits up to a Maximum of \$2,000.00 applicable taxes extra</b> Permits will be reimbursed at cost		
<b>Permits</b>	\$2,000.00 (Z)	
<b>Estimated Travel for \$4,000.00</b>		



<b>Estimated Travel</b>	\$4,000.00 (AA)
<b>Total Price for Option Period Two Excluding Applicable Taxes</b>	\$ _____ (C) + (F) + (I) + (L) + (I) + (O) + (R) + (U) + (X) + (Y) + (Z) + (AA)



**Table 5:**

Option Period Three – April 1, 2028 – March 31, 2029		
Services		
Stream 1: Electrical		
Electrical Services – Regular Work Hours Rate per Hour (A)	Number of Estimated Hours (B)	Price (A)*(B)
\$ _____	30	\$ _____ (C)
Electrical Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (D)	Number of Estimated Hours (E)	Price (D)*(E)
\$ _____	10	\$ _____ (F)
Stream 2: Plumbing		
Plumbing Services – Regular Work Hours Rate per Hour (G)	Number of Estimated Hours (H)	Price (G)*(H)
\$ _____	30	\$ _____ (I)
Plumbing Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (J)	Number of Estimated Hours (K)	Price (J)*(K)
\$ _____	10	\$ _____ (L)
Stream 3: HVAC		
HVAC Services – Regular Work Hours Rate per Hour (M)	Number of Estimated Hours (N)	Price (M)*(N)



\$ _____	30	\$ _____ (O)
<b>HVAC Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (P)</b>	<b>Number of Estimated Hours (Q)</b>	<b>Price (P)*(Q)</b>
\$ _____	10	\$ _____ (R)
<b>Stream 4: Carpentry</b>		
<b>Carpentry Services – Regular Work Hours Rate per Hour (S)</b>	<b>Number of Estimated Hours (T)</b>	<b>Price (S)*(T)</b>
\$ _____	30	\$ _____ (U)
<b>Carpentry Services - Outside of Regular Work Hours and Urgent/Emergency Services Rate per Hour (V)</b>	<b>Number of Estimated Hours (W)</b>	<b>Price (V)*(W)</b>
\$ _____	10	\$ _____ (X)
<b>Allowances and Travel</b>		
<b>Allowance for Parts and Shop Supplies up to a Maximum of \$15,000.00 applicable taxes extra</b> Parts must be supported with receipts, with a mark-up of up to 20%.		
<b>Parts and Shop Supplies</b>	\$15,000.00 (Y)	
<b>Allowance for Permits up to a Maximum of \$2,000.00 applicable taxes extra</b> Permits will be reimbursed at cost		
<b>Permits</b>	\$2,000.00 (Z)	
<b>Estimated Travel for \$4,000.00</b>		



<b>Estimated Travel</b>	\$4,000.00 (AA)
<b>Total Price for Option Period Three Excluding Applicable Taxes</b>	\$ _____ (C) + (F) + (I) + (L) + (I) + (O) + (R) + (U) + (X) + (Y) + (Z) + (AA)



**Table 6:**

<b>Price Summary</b>	
<b>Table</b>	<b>Price</b>
<b>Total Price for Initial Contract Period One Excluding Applicable Taxes</b> (Table 1)	\$ _____ (A)
<b>Total Price for Initial Contract Period Two Excluding Applicable Taxes</b> (Table 2)	\$ _____ (B)
<b>Total Price for Option Period One Excluding Applicable Taxes</b> (Table 3)	\$ _____ (C)
<b>Total Price for Option Period Two Excluding Applicable Taxes</b> (Table 4)	\$ _____ (D)
<b>Total Price for Option Period Three Excluding Applicable Taxes</b> (Table 5)	\$ _____ (E)
<b>Total Evaluated Price Excluding Applicable Taxes</b>	\$ _____ (A) + (B) + (C) + (D) + (E) = (F)
<b>Applicable Taxes</b>	\$ _____ (G)
<b>Total Price Including Applicable Taxes</b>	\$ _____ (F) + (G)



## **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**

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

##### **4.1.1.1 Mandatory Technical Criteria – Refer to Attachment 1 to Part 4**

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

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

A proposal must obtain the required minimum score of 75 points in the technical evaluation criteria to be considered responsive.

#### **4.1.2 Evaluation of Price**

The evaluated price will be in accordance with Attachment 1 to Part 3, Financial Bid Presentation Sheet.

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

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

### **4.2 Basis of Selection**

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

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all mandatory technical criteria;and
  - (c) obtain the required minimum score of 75 points in the technical evaluation criteria.



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

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

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

<u>Bidder</u>	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	90/100	70/100	80/100
Bid Evaluated Price	\$75,000.00	\$55,000.00	\$65,000.00
<u>Calculations</u>			
Technical Merit Score	$90/100 \times 70 = 63$	$70/100 \times 70 = 49$	$80/100 \times 70 = 56$
Pricing Score	$55/75 \times 30 = 22$	$55/55 \times 30 = 30$	$55/65 \times 30 = 25$
Combined Rating	85	79	81
Overall Rating	1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>





**ATTACHMENT 1 TO PART 4**

**MANDATORY AND POINT RATED TECHNICAL CRITERIA**

**Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below.  
The Bidder must provide the necessary documentation to support compliance with this requirement.  
Bids which fail to meet the mandatory technical criteria will be declared non-responsive.  
Each mandatory technical criterion should be addressed separately.

No.	Mandatory Technical Criteria	Met (Pass/Fail)	Cross-Reference to bid (indicate page #)
MT1	<p>The Bidder must provide the following information:</p> <ul style="list-style-type: none"> <li>- Legal and operating name</li> <li>- Address</li> <li>- Telephone number</li> <li>- Email address</li> <li>- Company contact name and title</li> <li>- Legal structure (corporation, partnership or sole proprietorship)</li> <li>- Number of full-time employees at time of bid submission</li> <li>- Specialized services related to electrical, plumbing, HVAC, and carpentry services</li> </ul> <p>In order to demonstrate this, the Bidder must complete Attachment 2 to Part 4, Company Profile Table or provide the equivalent information.</p>		
MT2	<p>The Bidder must propose one lead resource for each stream. The Proposed Lead Resource may be an employee or subcontractor.</p> <p>Each Proposed Lead Resource must have a minimum of a journeyman certification for the stream they are proposed.</p> <p>The Proposed Lead Resource may be identified for more than one stream.</p> <p>In order to demonstrate this, the Bidder must complete Attachment 3 to Part 4, Proposed Lead Resource Certification Table or provide the equivalent information.</p> <p>Environment and Climate Change Canada reserves the right to request proof prior to contract award.</p>		



**Point Rated Technical Criteria**

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified below. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive.

Each point rated technical criterion should be addressed separately.

No.	Point Rated Technical Criteria	Maximum Score	Minimum
RT1	<p>The Bidder's experience as of date of bid closing providing services for the following streams:</p> <p>Stream 1: Electrical Stream 2: Plumbing Stream 3: HVAC Stream 4: Carpentry</p> <p>Stream 1: Electrical 1 point for each year up to a maximum of 5 points</p> <p>Stream 2: Plumbing 1 point for each year up to a maximum of 5 points</p> <p>Stream 3: HVAC 1 point for each year up to a maximum of 5 points</p> <p>Stream 4: Carpentry 1 point for each year up to a maximum of 5 points</p> <p>In order to demonstrate this, the Bidder should complete Attachment 4 to Part 4, Bidder's Experience Table or provide the equivalent information.</p>	20 points	
RT2	<p>The Bidder's experience as of date of bid closing providing urgent/emergency maintenance or repair services</p> <p>Urgent/emergency maintenance or repair services 1 point for each year up to a maximum of 5 points</p> <p>In order to demonstrate this, the Bidder should complete Attachment 4 to Part 4, Bidder's Experience Table or provide the equivalent information.</p>	5 points	
RT3	<p>The Bidder's Proposed Lead Resource for Stream 1: Electrical experience as of date of bid closing providing electrical services.</p> <p>5 point for each year up to a maximum of 20 points</p> <p>In order to demonstrate this, the Bidder should complete Attachment 5 to Part 4, Proposed Lead Resource Experience Table or provide the equivalent information.</p>	20 points	



RT4	<p>The Bidder's Proposed Lead Resource for Stream 2: Plumbing experience as of date of bid closing providing plumbing services.</p> <p>5 point for each year up to a maximum of 20 points</p> <p>In order to demonstrate this, the Bidder should complete Attachment 5 to Part 4, Proposed Lead Resource Experience Table or provide the equivalent information.</p>	20 points	
RT5	<p>The Bidder's Proposed Lead Resource for Stream 3: HVAC experience as of date of bid closing providing HVAC services.</p> <p>5 point for each year up to a maximum of 20 points</p> <p>In order to demonstrate this, the Bidder should complete Attachment 5 to Part 4, Proposed Lead Resource Experience Table or provide the equivalent information.</p>	20 points	
RT6	<p>The Bidder's Proposed Lead Resource for Stream 4: Carpentry experience as of date of bid closing providing carpentry services.</p> <p>5 point for each year up to a maximum of 20 points</p> <p>In order to demonstrate this, the Bidder should complete Attachment 5 to Part 4, Proposed Lead Resource Experience Table or provide the equivalent information.</p>	20 points	
	<b>TOTAL SCORE</b>	<b>105 points</b>	
	<b>MINIMUM SCORE TO PASS</b>	<b>75 points</b>	



**ATTACHMENT 2 TO PART 4**

**COMPANY PROFILE TABLE**

Company Profile Table - MT1

<b>Company Profile Table</b>	
Company Name	
Address	
Telephone number	
Email address	
Company Contact Name and Title	
Legal Structure (Corporation, partnership or sole proprietorship)	
Number of full-time employees as of date of bid closing	
Specialized services related to electrical, plumbing, HVAC and carpentry services	



**ATTACHMENT 3 TO PART 4**

**PROPOSED LEAD RESOURCE CERTIFICATION TABLE**

Proposed Lead Resource Certification Table – MT2

The Bidder should complete a table for each Proposed Lead Resource  
Each Proposed Lead Resource should be certified in at least one stream

<b>Proposed Lead Resource Certification Table</b>	
Proposed Lead Resource's Name:	
Stream 1: Electrical	
Certification for Stream 1: Electrical	
Stream 2: Plumbing	
Certification for Stream 2: Plumbing	
Stream 3: HVAC	
Certification for Stream 3: HVAC	
Stream 4: Carpentry	
Certification for Stream 4: Carpentry	



**ATTACHMENT 4 TO PART 4**

**BIDDER EXPERIENCE TABLE**

Bidder's Experience Table - RT1 and RT2.

Additional rows may be added (Experience 3, Experience 4, ...)

<b>Bidder's Experience Table</b>	
<b>Experience 1</b>	
Client name	
Project start date (month and year)	
Project end date (month and year)	
Description of project	
Identify Work Stream(s) (electrical, plumbing, HVAC, and carpentry)	
Urgent/Emergency repairs provided (yes or no)	
Description of urgent/emergency repairs	
Name of client reference:	
Client reference contact information: (telephone or email)	



Experience 2	
Client name	
Project start date (month and year)	
Project end date (month and year)	
Description of project	
Identify Work Stream(s) (electrical, plumbing, HVAC, and carpentry)	
Urgent/Emergency repairs provided (yes or no)	
Description of urgent/emergency repairs	
Name of client reference:	
Client reference contact information: (telephone or email)	



**ATTACHMENT 5 TO PART 4**

**PROPOSED LEAD RESOURCE EXPERIENCE TABLE**

Proposed Lead Resource Experience Table – RT3 –RT6

The Bidder should complete a table for each Proposed Lead Resource  
Additional rows may be added (Experience 3, Experience 4, ...)

Proposed Lead Resource Experience Table	
Proposed Lead Resource's Name:	
Stream Identified in M2	
<b>Experience 1</b>	
Client name	
Project start date (month and year)	
Project end date (month and year)	
Description of project	
Name of client reference:	
Client reference contact information: (telephone or email)	
<b>Experience 2</b>	
Client name	





Project start date (month and year)	
Project end date (month and year)	
Description of project	
Name of client reference:	
Client reference contact information: (telephone or email)	



## PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### 5.1. Certifications Required with the Bid

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

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

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](#) website, to be given further consideration in the procurement process.

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

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

#### 5.2.1 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 from Employment and Social Development Canada (ESDC) - Labor's website.

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

#### 5.2.2 Status and Availability of Resources

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



beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

### **5.2.3 Education and Experience**

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



## **PART 6 - OTHER REQUIREMENTS**

### **6.1 Insurance Requirements**

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

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



## PART 7 - RESULTING CONTRACT

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

**Title:** Repairs and Maintenance - La Grande IV - Upper Air Station

### 7.1 Security Requirement

There is no security requirement applicable to the requirement.

### 7.2 Statement of Work

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

### 7.3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PSPC/PWGC [\*Standard Acquisition Clauses and Conditions Manual\*](#) issued by Public Works and Government Services Canada.

#### 7.3.1 General Conditions

[2010B](#) (2022-12-01) General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

#### At Section 12 Transportation Costs

**Delete:** In its entirety

**Insert:** "Deleted"

#### At Section 13 Transportation Carriers" Liability

**Delete:** In its entirety.

**Insert:** "Deleted"

#### At Section 18, Confidentiality:

**Delete:** In its entirety

**Insert:** "Deleted"

#### Insert Subsection: "36 Liability"

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

#### At Section 06 Subcontracts



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

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

**At Section 19 Copyright**

**Delete:** In its entirety

**Insert:** "Deleted"

**7.4. Term of Contract**

**7.4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2026 inclusive.

**7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1)-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

**7.5. Authorities**

**7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

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

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

Environment and Climate Change Canada  
Procurement and Contracting

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

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

Email address: \_\_\_\_\_

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

**7.5.2 Technical Authority**



The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Environment and Climate Change Canada  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Email address: \_\_\_\_\_

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

**7.5.3 Contractor's Representative**

The Contractor's Representative for the Contract is:

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

**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: 2019-01](#) of the Treasury Board Secretariat of Canada.

**7.7 Payment**

**6.7.1 Basis of Payment**

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

**7.7.2 Limitation of Expenditure**

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_(insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor



unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (i) when it is 75 percent committed, or
- (ii) four (4) months before the contract expiry date, or
- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## **7.8 Invoicing Instructions**

### **7.8.1 Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

## **7.9 Certifications**

### **7.9.1 Compliance**

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

### **7.10 Applicable Laws**





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

### 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) Modified 2010B General Conditions - Professional Services (Medium Complexity) (2022-12-01)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements; and
- (f) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s).*)

### 7.12 Specific Persons

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: \_\_\_\_\_ (*insert name(s) of person(s)*).

### 7.13 Replacement of Specific Individuals

7.13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

7.13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a. the name, qualifications and experience of the proposed replacement; and
- b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.



7.13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### **7.14 Insurance – Specific Requirement**

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

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

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

#### **7.15 Dispute Resolution**

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

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.

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.

Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading ""<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>" [Dispute Resolution](#)".



## ANNEX A

### STATEMENT OF WORK

#### Repairs and Maintenance - La Grande IV - Upper Air Station

The Contractor hereby agrees to:

#### 1.0 Background:

Environment and Climate Change Canada (ECCC) owns and operates an upper air weather station in La Grande IV, Quebec, herein referred to as the Station. The Station is on a parcel of land at the La Grande IV Airport, which includes an operations building, a hydrogen and inflation building, two (2) residence buildings, and a small shed. The Station completes soundings of the upper atmosphere twice daily for each day of the year. Meteorological data is measured by releasing a gas-filled (Hydrogen or helium) balloon with an attached instrument, which is tracked via one of a variety of electronic navigational methods. This attached instrument transmits meteorological data relating to temperature, humidity, and the height of standard atmospheric pressure levels. In addition, tracking of the balloon allows for computation of winds and wind shear at upper levels of the atmosphere. Data is collected and processed automatically by sounding equipment and transmitted to the Canadian Meteorological Centre for inclusion in atmospheric models which are used to produce a number of weather forecasts. In addition, the data is shared internationally for use in many global weather monitoring and forecasting programs.

#### 1.1 Objective:

ECCC requires the services of a contractor to provide labour, tools, and equipment to carry out the tasks described in the Contract with respect to building and maintenance, grounds maintenance, and minor projects including emergency repair services. The Work will be performed on an as and when required basis at the Station.

#### 1.2 Reference Documents:

Refer to Attachment 1 to Annex A, Map and Site Layout and Images of Regular Work for photographs which include images of some of the repairs and maintenance required as well as a Google Earth image with the identified buildings onsite.

#### 2.0 Tasks:

The Contractor must provide all labour, materials, tools, equipment, and supervision necessary to carry out maintenance repairs, minor alterations and building checks including emergency repair services at the Station on an as required basis.

#### 2.1 Work Streams:

##### a. Stream 1 - Electrical:

The Contractor must perform various minor electrical works and repairs to the buildings that includes but is not limited to: outlets, switches, lights and fixtures, meters, panels, building wire, fire alarms, hot water tanks, electric baseboards, air conditioner maintenance, circulation pump, restoring boilers, mechanical distribution and power distribution throughout facility.



b. Stream 2 - Plumbing:

The Contractor must perform various minor plumbing works and repairs to fixtures, various drains, hot and cold water lines, water heater and other plumbing infrastructure that includes but is not limited to: toilet, sinks, potable water system and exterior sewage tank/septic system.

c. Stream 3 - HVAC:

The Contractor must perform various minor HVAC works and repairs to the buildings that includes but is not limited to: furnace and air conditioner maintenance, circulation pump, boilers, mechanical distribution throughout the Station.

d. Stream 4 - Carpentry:

The Contractor must perform various minor carpentry works and repairs to the buildings that includes but is not limited to: windows, doors, hardware and locks and various building components. Flooring, drywall repair, painting, overhead door adjustments, exterior siding and roofing clearing and repairs.

## **2.2 Regular Work**

The Contractor must perform regular work and repairs as required. Examples of such items include but are not limited to:

- Installation of new equipment
- Repairs/maintenance/upgrades to existing electrical infrastructure
- Removal and disposal of existing wiring
- Troubleshooting
- Repairs/maintenance of furnace and/or boiler
- Repairs/maintenance of air conditioner
- Repairs/maintenance/upgrades of potable water system
- Clearing blocked plumbing pipes
- Thawing frozen plumbing pipes
- Repairs/maintenance/replacement of windows/doors and hardware
- Overhead door adjustments
- Minor roof repairs
- Flooring
- Drywall repairs
- Painting

## **2.3 Regular Work – Process and Response Time**

The Contractor must provide quotes for non-essential repairs to the Technical Authority or designated alternate for review. The Contractor must not proceed with the work until the Contractor has received written authorization from the Technical Authority or designated alternate.

The Contractor must coordinate all repair and maintenance work with the Technical Authority or designated alternate at least one (1) working day prior to the planned arrival date. Arrangements for access to the Station must be made with the Technical Authority or designated alternate during normal working hours Monday to Friday.

The Contractor must advise the Technical Authority or designated alternate no less than 24 hours in advance of any repairs or planned services.



## **2.4 Urgent Maintenance**

The Contractor must also perform urgent maintenance in situations that can escalate into emergencies within 24 hours. Examples of such items include but are not limited to:

- Fire alarm trouble signals
- High/low office space temperatures
- Temporary loss of water pressure

## **2.5 Emergency Maintenance**

The Contractor must also perform emergency maintenance in a critical situation(s) which if not resolved immediately, may cause harm to on site personnel or damage to property, buildings, or equipment. Failure of critical items has a direct and negative impact on people, property, or operations. Examples of such items include but are not limited to:

- Electrical failures
- Fire situations
- Floods
- Life safety system failure
- Security system failure
- Hazardous materials spills
- Frozen pipes
- Sewage backup
- Broken windows
- Cooling systems (HOGEN)

## **2.6 Urgent/Emergency Maintenance Service – Process and Response Time**

1. The Technical Authority or designated alternate will notify the Contractor by telephone and/or email of an urgent/emergency request on a 24 hours/day, 7 days/week basis. The Contractor must respond within 4 hours of being notified and where possible, work must commence within a twenty four (24) to forty eight (48) hour period.
2. The Contractor, when requested by the Technical Authority or designated alternate for an urgent/emergency service, must either:
  - a. proceed to the site and repair or protect the system or equipment from further damage. Any work that is life threatening or damaging to the building/property must be completed as soon as possible. When the system is made safe the Contractor must provide within two (2) working days, a detailed itemized account of the repairs required to put the equipment in proper working order.
  - b. If the Contractor is unable to proceed to the station within a twenty four (24) to forty eight (48) hour period, the following steps must be taken to repair or protect the system or equipment from further damage:
    - b.1 contact the local station manager (by telephone and/or email);
    - b.2 ascertain the detailed nature of the problem;
    - b.3 provide advice to the Technical Authority or designated alternate as necessary to mitigate the situation;
    - b.4 develop a plan to make any needed repairs or mitigation; and
    - b.5 provide the Technical Authority or designated alternate a detailed itemized account of the repairs required to put the equipment in proper working order



## 2.7 General Requirements and Work Considerations

### A. Contractor Service Standards

1. The Contractor must provide a telephone number reachable 24 hours/day, 7 days/week.
2. The Contractor is expected to supervise all work provided and respect the Station's operating hours.
3. The Contractor is responsible for the transportation of its supplies, equipment and/or personnel to all locations described in the Contract.

### B. Certifications

The Contractor must provide proof of the following prior to commencement to any work:

1. The Contractor must provide a copy of certifications for each resource that will be performing the Work.

### C. Corrective or Remedial Measures

1. If any system, structure or equipment appears to be unsafe, the Contractor must take interim remedial action and immediately notify the Technical Authority or designated alternate of necessary steps to correct the hazard or condition.
2. ECCC will not accept additional charges without authorization from the Technical Authority or designated alternate.

### D. Compliance to Government Acts and Regulations

1. The Contractor must perform the Work in compliance with the National Building Code and all applicable municipal regulations.
2. The Contractor must comply with all Acts and Regulations codes and standards and rules relating to the provisions of services as described within the Contract.
3. The Contractor must obtain all local and provincial permits required to carry out the Work.
4. Unless otherwise specified, the Contractor must supply and use all materials and equipment of best quality, and must meet or exceed current CSA Group's standards.

### E. Compliance to On-site Regulations

1. The Contractor must abide by all on-site regulations including no smoking onsite.
2. The Contractor must provide labour, materials, and all tools as well as all personal protective equipment and clothing necessary for maintenance, repair and minor repairs as outlined in the Contract.
3. Unless otherwise specified ECCC will NOT supply materials, equipment, and tools.
4. The Contractor must execute the Work with minimum disturbance to the day-to-day operation of the facility.

### F. Coordination with ECCC Technical Authority



1. Upon completion of any work or at the end of each workday, the Contractor must remove all surplus materials, tools, equipment, and debris and leave the work area in a clean and tidy condition to the satisfaction of the Technical Authority.

### **3.0 Deliverables:**

The Contractor must perform and complete the work identified in 2.0 Tasks, as and when required.

Upon completion of a repair, the Contractor must submit a record to the Technical Authority or designated alternate to include the date, time, name of the person that completed the inspection/repair and the type of activity carried out.

All deliverables are subject to the review and acceptance of the Technical Authority.

### **4.0 Government Supplied Materiel**

The Technical Authority will provide drawings and or specifications on an as required basis.

### **5.0 Official Languages**

All written and verbal communication must be in English.

### **6.0 Work Location:**

The Work must be performed at:

ECCC Upper Air Station La Grande IV  
KM 292 Route TransTaiga  
La Grande IV, QC J0Y 2X0

### **7.0 Sustainable Procurement Considerations**

The Contractor should make an effort to ensure that their operations and performance of the Work align with the Treasury Board Policy on Green Procurement and Greening Government Strategy.

### **8.0 Inspections and Deficiencies:**

- 8.1 The Technical Authority or designated alternate will conduct inspections of the Work and observations will be communicated to the Contractor. Any deficiencies and other non-compliance issues will be communicated to the Contractor in writing via email.
- 8.2 Deficiencies and other non-compliance issues must be resolved within a maximum of five (5) business days. Any issue that cannot be resolved within a maximum of five (5) business days must have a written action plan submitted to the Technical Authority or designated alternate, including a projected completion date. The projected completion date must be on or before three (3) business days from receipt of the email notification regarding the deficiency or other non-compliance issue.
- 8.3 The Contractor is responsible for any damages it causes to the property.

### **9.0 Contract Enforcement**

- 9.1 Deficiencies in performance of the Work and non-compliance issues not resolved in Section 8.0, Inspections and Deficiencies, will be considered a default of the Contract;
- 9.2 A first default will result in a letter of notification to the Contractor of the default. If the default is not immediately corrected, the Technical Authority may call in another contractor to rectify the



- default and deduct the cost from payment due, or the Technical Authority may deduct monies relating to the default and the services not rendered. If the Contract is bonded with a Performance Bond, a copy of the first letter of default will be forwarded to the Bonding Company;
- 9.3 The first letter of default will also notify the Contractor that a second default of any kind will automatically commence action to take the Work out of the Contractor's hands in accordance with the terms of the Contract;
- 9.4 A second default by the Contractor will result in a letter from the Contracting Authority to the Contractor giving notice of the default. This second letter will also inform the Contractor that the Technical Authority is proceeding with the steps to take the Work out of the Contractor's hands;
- 9.5 After a second default all payments will immediately cease in accordance with the terms of the Contract and the Work of the Contract will, be taken out of the hands of the Contractor; and
- 9.6 There will be no "action steps" as outlined above for very serious poor performance, non-compliance or abandonment of the Contract.. The Technical Authority will, in these serious situations, immediately commence to take the Work out of the Contractor's hands in accordance with the terms of the Contract.

## **10.0 Security**

The Contractor's resources will be escorted at all times while performing the Work.





## ATTACHMENT 1 TO ANNEX A

### MAP AND SITE LAYOUT

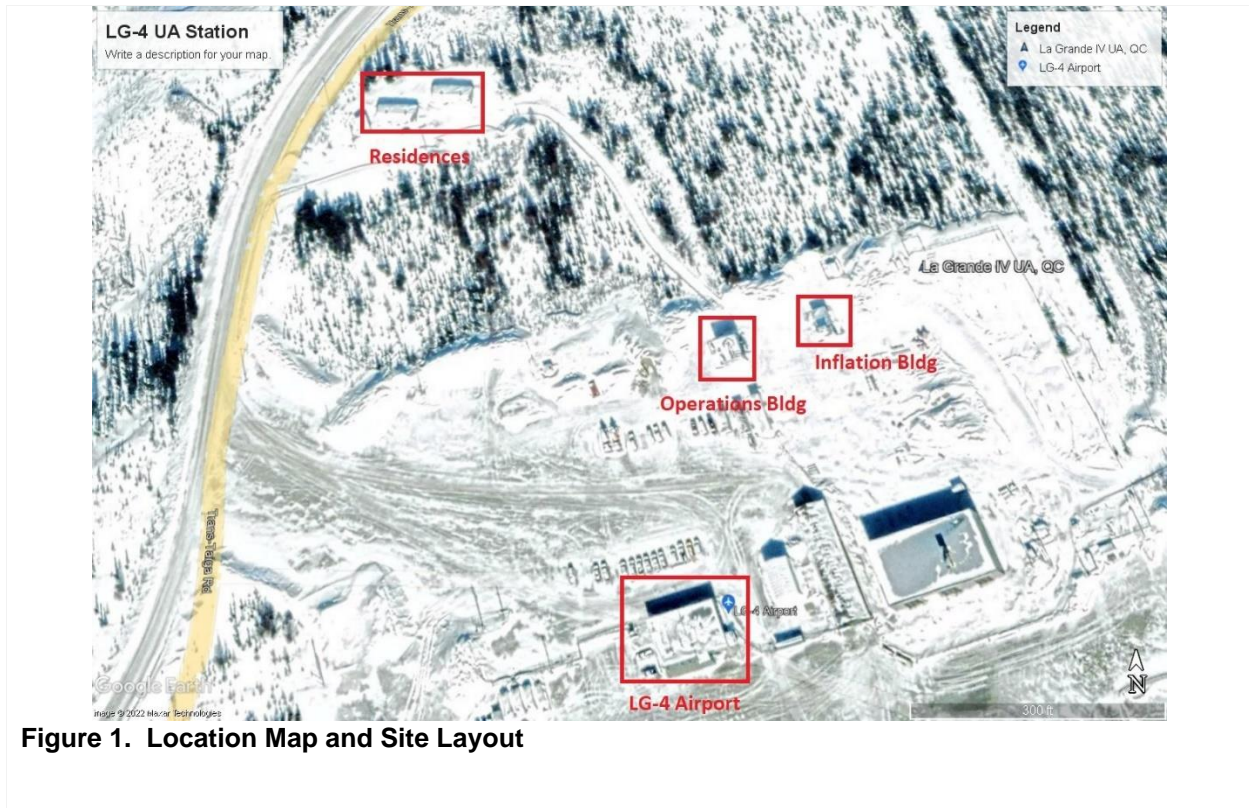


Figure 1. Location Map and Site Layout



**ANNEX B**

**BASIS OF PAYMENT**

*To be added at contract award*



## ANNEX C

### INSURANCE REQUIREMENTS

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

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



**For the province of Quebec, send to:**

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

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

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

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