

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Travaux publics et Services gouvernementaux  
Canada**  
**Place Bonaventure, portail Sud-Est**  
**800, rue de La Gauchetière Ouest**  
**7 ième étage**  
**Montréal**  
**Québec**  
**H5A 1L6**  
**FAX pour soumissions: (514) 496-3822**

**INVITATION TO TENDER**  
**APPEL D'OFFRES**

**Tender 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.

**Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
**Travaux publics et Services gouvernementaux Canada**  
**Place Bonaventure, portail Sud-Est**  
**800, rue de La Gauchetière Ouest**  
**7 ième étage**  
**Montréal**  
**Québec**  
**H5A 1L6**

<b>Title - Sujet</b> Rigaud - Bloc J	
<b>Solicitation No. - N° de l'invitation</b> EF937-130278/A	<b>Date</b> 2012-06-07
<b>Client Reference No. - N° de référence du client</b> R.002348.101	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MTC-790-12052
<b>File No. - N° de dossier</b> MTC-2-35050 (790)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-07-05</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Guilbault, Isabelle	<b>Buyer Id - Id de l'acheteur</b> mtc790
<b>Telephone No. - N° de téléphone</b> (514) 496-5864 ( )	<b>FAX No. - N° de FAX</b> (514) 496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTÈRE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA POUR ASFC 475, Chemin Grande-Ligne Rigaud (Québec)	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## INVITATION TO TENDER

### IMPORTANT NOTICE TO BIDDERS

- **GENERAL INSTRUCTIONS TO BIDDERS CLAUSE R2710T SECTION GI01 “CODE OF CONDUCT FOR PROCUREMENT” IS DELETED AND REPLACED BY “CODE OF CONDUCT AND CERTIFICATIONS” INCLUDED IN THIS DOCUMENT.**
- **GENERAL INSTRUCTIONS TO BIDDERS CLAUSE R2710T SECTION GI12 “ACCEPTANCE OF BID” IS DELETED AND REPLACED BY “REJECTION OF BID” INCLUDED IN THIS DOCUMENT.**

### THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

### CLAUSES REFERRED TO BY NUMBER (I.E. R2890D) CAN BE FOUND AT THE FOLLOWING WEB SITE

[Http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp](http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp) (to proceed with a search select “Search SACC” and insert clause reference number in ID box)

### LIMITATION OF LIABILITY

PWGSC is limiting the Contractor's first party liability for work in Low Rise, High Rise and Heritage Buildings. See changes to GC1.6 “Indemnification by the Contractor” of R2810D in the Supplementary Conditions.

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### GENERAL INSTRUCTIONS TO BIDDERS (GI) - R2710T (2011-05-16)

The following GI's are included by reference and are available at the following Web Site

<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/rese-eng.jsp> (to proceed with a "search" insert R2710T in the ID box)

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mtc790

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

R.002348.101

File No. - N° du dossier

MTC-2-35050

CCC No./N° CCC - FMS No/ N° VME

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BA08    Signature

**List of Annexes**

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Annex **B**            Security Requirements Check List (SRCL)

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## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### **SI01 BID DOCUMENTS**

1) The following are the bid documents:

- (a) Invitation to Tender - Page 1;
- (b) Special Instructions to Bidders;
- (c) General Instructions to Bidders R2710T (2011-05-16);
- (d) Clauses & Conditions identified in "Contract Documents";
- (e) Drawings and Specifications;
- (f) Bid and Acceptance Form and related Appendice(s); and
- (g) Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2) General Instructions to Bidders is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

### **SI02 ENQUIRIES DURING THE SOLICITATION PERIOD**

- 1) Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI16 of R2710T "General Instructions to Bidders", enquiries should be received no later than seven (7) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

### **SI03 SITE VISIT**

There will be a site visit on June 19th 2012 at 10h00 am. Interested bidders are to meet at the following address: 475, Grande-Ligne Road, Rigaud (Quebec), at the main entrance.

### **SI04 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI11 of R2710T "General Instructions to Bidders". The facsimile number for receipt of revisions is (514) 496-3822.

**SI05 BID RESULTS**

- 1) A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
- 2) Following solicitation closing, bid results may be obtained by calling the bid receiving office at Telephone No. (514) 496-3388.

**SI06 INSUFFICIENT FUNDING**

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a) cancel the solicitation; or
- b) obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
- c) negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

**SI07 BID VALIDITY PERIOD**

- 1) Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in paragraph 1) of SI07 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3) If the extension referred to in paragraph 1) of SI07 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - (a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - (b) cancel the invitation to tender.
- 4) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI12 of R2710T "General Instructions to Bidders".

**SI08 CONSTRUCTION DOCUMENTS**

The successful contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum

of five (5), will be provided free of charge upon request by the contractor. Obtaining more copies shall be the responsibility of the contractor including costs.

## **SI09 SECURITY CLEARANCE**

**This document contains a mandatory security requirement for the performance of the subsequent contract (refer to clause SC01 of the Supplementary Conditions included herein).**

- 1) **At bid closing, the Bidder must hold a valid** [as per clause 1 of the security clauses: i.e. Designated Organization Screening (DOS) / Facility Security Clearance at level of SECRET/TOP SECRET] as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.
- 2) The Successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful bidder's non-compliance with the mandatory security requirement.
- 3) For any enquiries concerning the project security requirement, during the bidding period, the Bidder must follow the instructions as detailed in SI02 "Enquiries during the Solicitation Period". Additional information on PWGSC security can also be found on the following web site: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html> or by dialling 1-866-368-4646 (Toll free)

## **SI10 TRANSMISSION OF THE BID BY FACSIMILE OR EMAIL**

Bids transmitted by facsimile or email are not accepted.

## **SI11 WEB SITES**

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

Contracts Canada (Buy and Sell) <https://www.achatsetventes-buyandsell.gc.ca/eng/welcome>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

**Performance Bond (form PWGSC-TPSGC 505)**

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

**Labour and Material Payment Bond (form PWGWSC-TPSGC 506)**

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

**Certificate of Insurance (form PWGSC-TPSGC 357)**

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

SACC Manual <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

**Schedules of Wage Rates for Federal Construction Contracts**

[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml)

PWGSC, Industrial Security Services [Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html)

**SI12 CODE OF CONDUCT AND CERTIFICATIONS**

1. Bidders must comply with the Code of Conduct for Procurement. Furthermore, in addition to the Code of Conduct for Procurement, bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. To ensure fairness, openness and transparency in the procurement process, the following activities are prohibited:
  - (a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies;
  - (b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
2. By submitting a bid, the Bidder certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Bidder nor any of the Bidder's parent, subsidiaries or other affiliates has ever been convicted of a criminal offence in respect of the activities stated in (a) or (b) above or is the subject of outstanding criminal charges in respect of such activities filed subsequent to September 1, 2010.
3. Bidders further understand that the commission of certain offences will render them ineligible to be awarded a contract. By submitting a bid, the Bidder certifies that except for those offences where a criminal pardon has been obtained, neither the Bidder nor any of the Bidder's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of an offence under any of the following provisions:

section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.



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4. For the purpose of this section, business concerns, organizations or individuals are Bidder's affiliates if, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Bidder that is charged or convicted, as the case may be.
  5. The Contracting Authority will declare non-responsive any bid in respect of which the information contained in the certifications contemplated above is determined to be untrue in any respect by the Contracting Authority.
  6. In circumstances where a bidder or any of the Bidder's parent, subsidiaries or other affiliates has pled guilty of an offence contemplated in subsections 1 and 3, the Bidder must provide with its bid, a certified copy of confirming documentation from the Competition Bureau of Canada indicating that leniency has been granted, or a certified copy of confirming documentation from the National Parole Board indicating that a criminal pardon has been obtained, in relation to such offences.
  7. The Bidder or any of the Bidder's parent, subsidiaries or other affiliates must remain free and clear of any charges or convictions contemplated in subsections 1 and 3 during the period of any resulting contract arising from this bid solicitation.

### **SI13 REJECTION OF BID**

Canada may reject a bid where any of the following circumstances is present:

- (a) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
- (b) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
- (c) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- (d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
- (e) evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- (f) with respect to current or prior transactions with the Government of Canada:

- (i) Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
  - (ii) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- 2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
- 3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
  - (i) reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
  - (ii) reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

#### **SI14 MANDATORY CRITERIA** (See annex « A »)

The bidder must provide two (2) client references for construction or renovation projects.

The bidder shall, upon request, provide proof of completion for these projects (minimally an Interim Certificate of Completion).

PWGSC reserves the right to check references.

The two (2) letters of reference, the text of which is provided in Annex « A » must be completed and signed by an authorized client representative and annexed to the bidder's submission for bid n° EF937-130278/A.

Only originals will be accepted. Projects submitted by the Bidder shall comply to the following requirements:

1. Projects executed for a governmental, para-governmental, institutional, commercial or industrial client,
2. Projects which had an initial value of at least 5 million dollars per project and per building (including GST),

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3. Projects completed within the last ten (10) years (prior to publication of the present bid).

## SUPPLEMENTARY CONDITIONS (SC)

### SC01 SECURITY REQUIREMENT FOR CANADIAN CONTRACTORS

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex « B »;
  - (b) Industrial Security Manual (Latest Edition).

### SC02 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

- 1) The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
- 2) The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
  - a) In respect to each loss for which insurance is to be provided pursuant to GC10.1 "Insurance Contracts" of R2900D, the Commercial General Liability insurance limit for one occurrence as referred to in the "Insurance Terms" of R2910D.
  - b) In respect to losses for which insurance is not required to be provided in accordance with GC10.1 "Insurance Contracts" of R2900D, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

- 3) The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.

- 4) The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
- 5) Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

### SC03 CODE OF CONDUCT AND CERTIFICATIONS

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following:
  - (a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies;
  - (b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following:
  - (a) section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or
  - (b) paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.
4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly:
  - (a) either one controls or has the power to control the other, or
  - (b) a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section

- which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.
5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
  6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## CONTRACT DOCUMENTS (CD)

1) The following are the contract documents:

- (a) Contract Page when signed by Canada;
- (b) Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- (c) Drawings and Specifications;
- (d) General Conditions and clauses
 

GC1 General Provisions	R2810D	(2011-05-16);
GC2 Administration of the Contract	R2820D	(2011-05-16);
GC3 Execution and Control of the Work	R2830D	(2010-01-11);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2010-01-11);
GC6 Delays and Changes in the Work	R2860D	(2008-05-12);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2880D	(2008-12-12);
GC9 Contract Security	R2890D	(2011-05-16);
GC10 Insurance	R2900D	(2008-05-12);
Supplementary Conditions		
Insurance Terms	R2910D	(2008-12-12);
Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2010-01-11);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
Schedules of Wage Rates for Federal Construction Contracts;		
- (e) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (f) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- (g) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

2) The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:  
[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml).

4) The language of the contract documents is the language of the Bid and Acceptance Form submitted.

## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

**Rehabilitation of building envelope, windows, rooms, bathrooms and seismic protection at CBSA (Canada Border Services Agency) Learning Center - Block J.**

### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

### BA03 THE OFFER

The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of

\$ \_\_\_\_\_ excluding GST/HST.  
(amount in numbers)

### BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of **30 days** following the date of solicitation closing.

### BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

### BA06 CONSTRUCTION TIME

The Contractor shall perform and complete the Work within twenty-two (22) weeks from the date of notification of acceptance of the offer.

### BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI09 - Bid Security Requirements of R2710T - General Instructions to Bidders.



Solicitation No. - N° de l'invitation

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Buyer ID - Id de l'acheteur

mtc790

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

R.002348.101

MTC-2-35050

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**BA08 SIGNATURE**

\_\_\_\_\_  
Name and title of person authorized to sign on behalf of Bidder (Type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## ANNEX « A »

### Reference letter

Note to the client: the project that is presented by the bidder must comply with the following requirements:

1. Project executed for a governmental, para-governmental, institutional, commercial or industrial client,
2. Project which had an initial value of at least 5 million dollars per building (including GST),
3. Project completed within the last ten (10) years,

This hereby confirms that the following contractor: \_\_\_\_\_

executed the work for the following project:\_\_\_\_\_.

This project meets all the above requirements. The specified work was carried out to our satisfaction, in accordance with terms and conditions of the contract, and with respect to the mutually agreed schedule and budget.

Summary of work done on project:

---

---

---

---

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\_\_\_\_\_  
Client Name  
(Block Letters)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Initial Contract value (including GST)

\_\_\_\_\_  
Final Contract value (including GST)

\_\_\_\_\_  
Original expected Contract Completion date

\_\_\_\_\_  
Actual Contract Completion date

Solicitation No. - N° de l'invitation

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**ANNEX « B »**

**SECURITY REQUIREMENTS CHECK LIST (SRCL)**

(See PDF attached)

Government  
of CanadaGouvernement  
du Canada

Contract Number / Numéro du contrat

EF937130278 - 20130278

Security Classification / Classification de sécurité

## SECURITY REQUIREMENTS CHECK LIST (SRCL)

## LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

## PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction Ressources humaines - Formation et apprentissage	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Correction de l'enveloppe, fenêtres, chambres, salles de bain et protection parasismique - Bloc J			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui
- If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité:

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

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

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

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET-SIGINT<br>TRÈS SECRET - SIGINT          | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:  
Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes  
Non Oui
- If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☐ Yes  
Non Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

**PRODUCTION**

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non Oui



**PART C - (continued) / PARTIE C - (suite)**

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  
« Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  
« Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).