

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

Title - Sujet Renforcement Structural		
Solicitation No. - N° de l'invitation 21301-138480/A		Date 2013-03-01
Client Reference No. - N° de référence du client 21301-13-8480		GETS Ref. No. - N° de réf. de SEAG PW-\$MTC-025-12282
File No. - N° de dossier MTC-2-35350 (025)	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-04-02		Time Zone Fuseau horaire Heure Avancée de l'Est HAE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Couture, Danielle		Buyer Id - Id de l'acheteur mtc025
Telephone No. - N° de téléphone (514) 496-3863 ()		FAX No. - N° de FAX (514) 496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: SERVICE CORRECTIONNEL DU CANADA CCC Sherbrooke 2190 rue Sherbrooke est Montréal Québec H2K 1C7 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

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

<div>  <div>Public Works and Government Services Canada</div> </div>		Travaux publics et Services gouvernementaux Canada		N° du document21301-138480/A		Part - Partie 1 of - de 2 See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions	
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine Del. Offered Liv. offerte
1	Laval - Renforcement structural	21301	21301	1	LOT	\$XXXXXXXXXX	

Solicitation No. - N° de l'invitation

21301-138480/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mtc025

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

21301-13-8480

File No. - N° du dossier

MTC-2-35350

CCC No./N° CCC - FMS No/ N° VME

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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.

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Bid Documents
SI02	Enquiries During the Solicitation Period
SI03	Mandatory Site Visit
SI04	Revision of Bid
SI05	Bid Results
SI06	Insufficient Funding
SI07	Bid Validity Period
SI08	Construction Documents
SI09	Transmission of the Bid by Facsimile or Email
SI10	Web Sites

GENERAL INSTRUCTIONS TO BIDDERS (GI) - R2710T (2012-11-19)

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

GI01	Code of Conduct and Certification - Bid
GI02	Completion of Bid
GI03	Identity or Legal Capacity of the Bidder
GI04	Goods and Services Tax/Harmonized Sales Tax
GI05	Quebec Sales Tax
GI06	Capital Development and Redevelopment Charges
GI07	Registry and Pre-qualification of Floating Plant
GI08	Listing of Subcontractors and Suppliers
GI09	Bid Security Requirements
GI10	Submission of Bid
GI11	Revision of Bid
GI12	Rejection of Bid
GI13	Bid Costs
GI14	Procurement Business Number
GI15	Compliance With Applicable Laws
GI16	Approval of Alternative Materials
GI17	Performance Evaluation
GI18	Conflict of Interest-Unfair Advantage

SUPPLEMENTARY CONDITIONS (SC)

SC01	Limitation of Liability
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CONTRACT DOCUMENTS (CD)

BID AND ACCEPTANCE FORM (BA)

BA01	Identification
BA02	Business Name and Address of Bidder
BA03	The Offer
BA04	Bid Validity Period
BA05	Acceptance and Contract
BA06	Construction Time
BA07	Bid Security
BA08	Signature

APPENDIX 1 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

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 (2012-11-19);
- 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:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

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 five (5) 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 MANDATORY SITE VISIT

There will be a mandatory site visit on March 19, 2013 at 10:00 am. Interested bidders are to meet at Correctional Service Canada, CCC Sherbrooke, 2190 Sherbrooke Street East, Montreal, Quebec.

Bidders will have to fill out the form « Institutional Access CPIC Clearance Request » which is included in the tender documents and transmit it by e-mail at: eric.saillant@csc-scc.gc.ca or by fax to Mr Eric Saillant of CSC at the following number (450) 664-6600, three (3) days before the visit. If the completed forms are not received three (3) days before the visit, access to the site might be refused to the bidder. Bidders will have to have the completed form in their possession for the site visit

The site visit for this project is MANDATORY. The representative of the bidder will be required to sign the Site Visit Attendance Sheet at the site visit. Bids submitted by Bidders who have not signed the attendance sheet will not be accepted.

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 at (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.

SI90 TRANSMISSION OF THE BID BY FACSIMILE OR EMAIL

Bids transmitted by facsimile or email are not accepted.

SI10 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§ion=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>

Standard Acquisition Clauses and Conditions (SACC) Manual

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Schedules of Wage Rates for Federal Construction Contracts

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>

PWGSC, Code of Conduct and Certifications

<Http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)

Solicitation No. - N° de l'invitation

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21301-13-8480

CCC No./N° CCC - FMS No/ N° VME

[Http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf)

SUPPLEMENTARY CONDITIONS (SC)

SC01 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 the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence. as referred to in the in the insurance requirements of the Contract .
 - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, 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.

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	(2012-11-19)
GC2 Administration of the Contract	R2820D	(2012-07-16);
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	(2012-07-16);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2880D	(2012-07-16);
GC9 Contract Security	R2890D	(2012-07-16);
GC10 Insurance	R2900D	(2008-05-12);
Supplementary Conditions		
Insurance Terms	R2910D	(2008-12-12);
Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2012-07-16);
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:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
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.
4. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Property Lines and Structural Reinforcement, Correctional Services Canada, CCC Sherbrooke, 2190 Sherbrooke Street East, Montreal, Quebec.

Design, supply and install the piles to the foundations at the front and rear and side of the building; design, supply and install piles under the block wall footing and the existing columns inside the building; cut and remove pavement of the existing concrete slab in front of the building and in the basement slab to allow piles installations; demolish and resurface portions of walls and interior partitions; repair pavements, concrete slabs and landscaping after driving piles and repair all others damages to the building caused by the work. Re sodding front of the building; repair cracks on the concrete foundation walls.

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

BA03 THE OFFER

The Bidder offers to 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 the end of June 2013 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

21301-138480/A

Amd. No. - N° de la modif.

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MTC-2-35350

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mtc025

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21301-13-8480

CCC No./N° CCC - FMS No/ N° VME

BA08 SIGNATURE

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

Signature

Date

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21301-138480/A

Amd. No. - N° de la modif.

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CCC No./N° CCC - FMS No/ N° VME

APPENDIX 1 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

NOTE TO BIDDERS

WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

SURNAME

NAME

TITLE

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



INSTITUTIONAL ACCESS
CPIC CLEARANCE REQUEST

ACCÈS À UN ÉTABLISSEMENT
DEMANDE DE VÉRIFICATION
DU DOSSIER AU CIPC

PUT AWAY ON FILE – CLASSER AU DOSSIER
ADMINISTRATIVE OR OPERATIONAL FILE
DOSSIER ADMINISTRATIF OU OPÉRATIONNEL
► Original = 3170-12

► PLEASE PRINT INFORMATION CLEARLY - VEUILLEZ ÉCRIRE EN LETTRES MOULÉES

Institution – Établissement	Request received Demande reçue le	Date (YYAA-MM-DJ)	PUT AWAY ON FILE CLASSER AU DOSSIER ► 3170-12
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A. PERSONAL INFORMATION – RENSEIGNEMENTS PERSONNELS

Surname Nom de famille	Full name (no nicknames or initials) Nom au complet (pas de surnoms ou d'initiales)	Maiden name (if applicable) Nom de jeune fille (s'il y a lieu)
Date of birth Date de naissance (YYAA-MM-DJ)	Place of birth – Lieu de naissance City/Town – Ville ou municipalité	Province/State – Province ou état
Country – Pays		

B. PHYSICAL DESCRIPTION – DESCRIPTION PHYSIQUE

<input type="checkbox"/> Male Homme	<input type="checkbox"/> Female Femme	Height – Grandeur	Weight – Poids	Eye color – Couleur des yeux	Hair color Couleur des cheveux
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C. ADDRESS – ADRESSE

Street – Rue	City/Town – Ville ou municipalité	Province	Postal Code – Code postal	Telephone number – Numéro de téléphone Home – Domicile	Work – Bureau
Representing (name of company/organization) – Représente (nom de la compagnie ou de l'organisation)					

D. GENERAL INFORMATION – RENSEIGNEMENTS GÉNÉRAUX

1. Have you ever been convicted of a criminal offence for which you have not been granted a pardon, or an offence for which you have been granted a pardon and such a pardon has been revoked? Avez-vous déjà été reconnu coupable d'une infraction criminelle pour laquelle on ne vous a pas octroyé un pardon ou d'une infraction pour laquelle on vous a octroyé un pardon qui a été révoqué?	<input type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non
2. Do you personally know of any person incarcerated in a correctional facility? Connaissez-vous personnellement une personne qui est incarcérée dans un établissement correctionnel?	<input type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non
3. Do you have any reason to believe coming into contact with this person could pose a risk to your or their personal safety? Avez-vous des raisons de croire que le fait d'entrer en contact avec cette personne pourrait présenter un risque pour votre sécurité personnelle ou la sienne ?	<input type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non
4. Are you related/associated to an inmate or on an inmate's visiting list? Êtes-vous apparenté ou associé à un détenu ou inscrit sur la liste des visiteurs d'un détenu?	<input type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non

If you have answered YES to any of the above, please explain below. – Si vous avez répondu OUI à une des questions ci-dessus, veuillez fournir une explication ci-après.

E. SIGNATURE (When sections A to E are filled out completely, please return the completed form to the institution for approval.)

(Une fois que les sections A à E ont été remplies, veuillez retourner le formulaire dûment rempli à l'établissement aux fins d'approbation.)

In making this application, I hereby give the Correctional Service of Canada my consent to use the information provided on this form to conduct such inquiries with police authorities as may be necessary to ascertain my suitability. Finally, I acknowledge that the Correctional Service of Canada has no responsibility for any harm that may come to me in the course of my activities, except where such harm is a direct result of negligence on the part of an employee(s) of the Service.

NOTE: Access may be denied for submitting false information. Passes may be issued for those receiving clearance and approval.

En soumettant la présente demande, j'autorise le Service correctionnel du Canada à se servir des renseignements fournis dans le formulaire afin de mener, auprès des services de police, toute enquête jugée nécessaire pour vérifier mon admissibilité. Par ailleurs, je conviens que le Service correctionnel du Canada ne peut être tenu responsable d'un préjudice subi dans le cadre de mes activités sauf si ce préjudice est directement attribuable à la négligence d'un ou de plusieurs employés du Service.

NOTA : Tout demandeur qui fournit de faux renseignements peut se voir refuser l'accès à l'établissement. Un laissez-passez peut être émis aux demandeurs dont la demande d'accès est approuvée.

Applicant's signature – Signature du demandeur

Date (YYAA-MM-DJ)

F. FOR OFFICE USE ONLY – RÉSERVÉ AU SCC

Reason for clearance – Motif justifiant la demande d'accès

Limites de propriété et renforcement structural CCC Sherbrooke 21301-13-1898480

Department making the request (please print) Unité qui soumet la demande (en lettres moulées s.v.p.)	Signature of Division Head Signature du chef de la division	Date (YYAA-MM-DJ)
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<input type="checkbox"/> No criminal record Aucun casier	<input type="checkbox"/> A possible criminal record #: Numéro du casier judiciaire	Last entry: Dernière entrée :
<input type="checkbox"/> An outstanding warrant/charge held by: Auteur du mandat non exécuté/accusation en instance :		

SIGNATURES

<input type="checkbox"/> Approved Approuvée	<input type="checkbox"/> Not approved Non approuvée	<input type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non	By: Par :
Security Intelligence Officer Agent de renseignements de sécurité	Date (YYAA-MM-DJ)	Institutional Head Directeur de l'établissement	Date (YYAA-MM-DJ)	Visit Review Board Comité des visites
Date (YYAA-MM-DJ)				