

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
PO Box 1408 , Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338

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
Public Works and Government Services Canada -
Western Region
P.O. Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

Title - Sujet Rehabilitation of Lobby Ceiling, Vi	
Solicitation No. - N° de l'invitation ET025-131010/A	Date 2012-07-31
Client Reference No. - N° de référence du client PWGSC-20131010	GETS Ref. No. - N° de réf. de SEAG PW-\$PWZ-017-8141
File No. - N° de dossier PWZ-2-35082 (017)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-08-20	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
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: Bartkiewicz, Hank	Buyer Id - Id de l'acheteur pwz017
Telephone No. - N° de téléphone (204) 983-1717 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA VICTORIA BLDG 269 MAIN ST WINNIPEG MANITOBA R3C1B2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

IMPORTANT CHANGES TO GI01 "CODE OF CONDUCT AND CERTIFICATION - BID" OF R2710T. GENERAL INSTRUCTIONS TO BIDDERS (REFER TO SPECIAL INSTRUCTIONS TO BIDDERS SI01 3) BIDDERS SHOULD SUBMIT WITH THEIR BIDS ON CLOSING DATE:

- **A COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE BIDDER'S BOARD OF DIRECTORS. (SEE APPENDIX 1)**
- AND
- **CONSENT TO A CRIMINAL RECORD VERIFICATION FORM (PWGSC-TPSGC 229) PROPERLY COMPLETED AND SIGNED, FOR EACH INDIVIDUAL NAMED IN THE AFORMENTIONED LIST. (SEE SAMPLE IN APPENDIX 2)**

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.

CLAUSES REFERRED TO BY NUMBER (I.E. R2710T) CAN BE FOUND AT THE FOLLOWING WEB SITE

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

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GENERAL INSTRUCTIONS TO BIDDERS (GI) - R2710T (2012-07-16)

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>

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APPENDIX 1 - COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE BIDDER'S BOARD OF DIRECTORS

APPENDIX 2 - SAMPLE OF THE CONSENT TO A CRIMINAL RECORD VERIFICATION FORM (PWGSC-TPSGC 229)

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] (2012-07-16);
- 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:

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

NEW

3. Code of Conduct Certifications - Consent to a Criminal Record Verification

3.1 Pursuant to section GI01 of the General Instructions to Bidders R2710T, the bidders should submit with their bid by bid solicitation closing date:

- a. a complete list of names of all individuals who are currently directors of the Bidder and
- b. a properly completed and signed consent form, for each individual named in the aforementioned list. The form PWGSC_TPSGC 229 is available on line at WEB site <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

The Code of Conduct Certifications - Consent to a Criminal Record Verification should be completed and submitted with the bid at bid closing, but may be submitted afterwards as follows: if the above is not completed and submitted with the bid at bid closing, 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.

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 OPTIONAL SITE VISIT

A site visit will be held on **August 09, 2012**, at **10:00 AM**. Attendees must report to the Main Entrance Lobby of the Victory Building, 269 Main Street, Winnipeg, MB. Bidders who, for any reason, cannot attend at the specified date and time will not be given an alternative appointment to view the site. No exceptions will be made.

SI04 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with G111 of R2710T "General Instructions to Bidders". The facsimile number for receipt of revisions is (204) 983-0338.

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. (204) 983-3774.

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 SI01 4. of Special 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 (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 WCB AND SAFETY PROGRAM

MANDATORY HEALTH AND SAFETY - for Work in the Province of Manitoba

- 1) The recommended Bidder shall provide to the Contracting Authority, prior to Contract award:
 - 1.1 a Workers Compensation Board *Experience and Industry Rating Statement - Manitoba*, or equivalent documentation from another jurisdiction;
 - 1.2 a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and
 - 1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.
- 2) The recommended Bidder shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the bid being declared non-compliant.

Exemption to Generic Safety Programs (*Manitoba only*) - Contractors having five (5) or less employees do not require a written program. However, evidence of a system to manage health and safety remains a requirement.

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>

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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 <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>

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 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.

SC02 Workplace Safety and Health

1) EMPLOYER/PRIME CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Workplace Safety and Health Act and Regulations, Manitoba, and for the duration of the Work:
 - 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
 - 1.1.2 assume the role of Prime Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and

-
- 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order * to:
- 1.1.3.1 assume, as the Prime Contractor, the responsibility for Canada's other Contractor(s); or
- 1.1.3.2 accept that Canada's other Contractor is Prime Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

* "order" definition: after contract award, Contractor is ordered by a Change Order

2) SUBMITTALS

2.1 The Contractor shall provide to Canada:

- 2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and
- 2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:
- 2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and
- 2.1.2.2 a site specific Health and Safety Plan as requested.

NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.

3) LABOUR AUTHORITY CONTACT:

The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.

Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

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MANITOBA

Manitoba Labour
Workplace Safety and Health Branch
200 – 401 York Avenue
Winnipeg, Manitoba, R3C 0P8
Attention: Client Services

Telephone: (204) 945-6848

Facsimile: (204) 945-4556

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DECLARATION

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

This company is exempt from the Manitoba Occupational Health and Safety Act requirement to have a formalized Health and Safety Policy and Program, on the basis that this company does not at the present time employ more than five (5) full time employees, including those required on all current projects for all clients. By signing this Declaration the Contractor certifies they will remain in compliance with the identified AHJ's requirements regarding health and safety at the work site.

Current number of full time employees: _____

TITLE OF COMPANY OFFICER

SIGNATURE

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 (2012-07-16); <u>As amended by paragraph 5</u>
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.

5. GC1.20 Code of Conduct and Certifications - Contract

Add to R2810D GC1 - General Provisions - New section GC1.20 "Code of Conduct and Certifications - Contract"

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Contractor must also comply with the terms set out in this section.

2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's parent companies, subsidiaries and affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

3. For the purpose of this section, business concerns, organizations and individuals are Contractor's affiliates if:

- a. directly or indirectly 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 acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor, as well as the Corresponding Consent Forms.

5. The Contractor certifies being aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.

6. The Contractor certifies that neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.

7. The Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 8 herein, neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:

- a. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) under the *Competition Act*, or
- b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed

against Her Majesty or section 418 (*Selling defective stores to Her Majesty*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code of Canada*, or

- c. 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*, or
- e. section 239 (*False or deceptive statements*) of the *Income Tax Act*, or
- f. section 327 (*False or deceptive statements*) of the *Excise Tax Act*, or
- g. section 3 (*Bribing a foreign public official*) of the *Corruption of Foreign Public Officials Act*, or
- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act*.

8. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the *Criminal Code of Canada* or offences under the *Financial Administration Act*, the Contractor must provide a certified copy of confirming documentation from an official source

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BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Rehabilitation of Lobby Ceiling, Victory Building, 269 Main St., Winnipeg, MB, Project No. R.022124.004

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 28 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.

BA08 SIGNATURE

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

Signature

Date

Solicitation No. - N° de l'invitation

ET025-131010/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwz017

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

PWGSC-20131010

PWZ-2-35082

APPENDIX 1 - COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE BIDDER'S BOARD OF DIRECTORS

NOTE TO BIDDERS

WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

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ET025-131010/A

pwz017

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PWGSC-20131010

PWZ-2-35082

APPENDIX 2 - SAMPLE OF THE CONSENT TO A CRIMINAL RECORD VERIFICATION FORM (PWGSC-TPSGC 229)



Public Works and Government
Services
Canada

Travaux publics et Services
gouvernementaux
Canada

Protected (when completed and received by government)
Protégé (lorsque rempli et reçu par le gouvernement)

If completed manually, please print
Si rempli manuellement, veuillez écrire en lettres moulées

FOR GOVERNMENT USE ONLY POUR USAGE DU GOUVERNEMENT SEULEMENT	
Special Investigations Directorate File No. N° de dossier de la Direction des enquêtes spéciales	Date Received (Y-A M D-J) Date de réception

CONSENT TO A CRIMINAL RECORD VERIFICATION CONSENTEMENT À LA VÉRIFICATION DE L'EXISTENCE D'UN CASIER JUDICIAIRE

This form must be completed and signed by each individual who is currently on the Board of Directors of the Bidder/Offeror/Supplier and provided with the Bid/Offer/Arrangement.
Le présent formulaire doit être rempli et signé par chaque membre du conseil d'administration du soumissionnaire/de l'offrant/du fournisseur et fourni avec la soumission/l'offre/l'arrangement.

A PRIVACY ACT STATEMENT ÉNONCÉ CONCERNANT LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS

The personal information requested on this form is collected under the authority of subsection 750(3) of the *Criminal Code*, paragraph 42(1(c)) of the *Financial Administration Act*, and sections 7 and 21 of the *Department of Public Works and Government Services Act*. The information will be used for validating the criminal conviction of the bidder/offeror/supplier, obtaining or maintaining a contract, and for sharing with other government departments, provincial, territorial, and federal, as required to conduct the criminal record verification.

Les renseignements personnels demandés dans le présent formulaire sont recueillis en vertu du paragraphe 750(3) du *Code criminel*, du paragraphe 42(1(c)) de la *Loi sur la gestion des finances publiques* et des articles 7 et 21 de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux*. Ces renseignements sont utilisés pour valider les attestations de criminalité du soumissionnaire/offrant/fournisseur, obtenir ou conserver un contrat, et pour les partager avec d'autres ministères et organismes fédéraux, ainsi qu'avec les gouvernements provinciaux, territoriaux et fédéraux, dans le cadre de la vérification des condamnations.

SAMPLE ONLY
USE FORM AVAILABLE ONLINE AT WEB SITE
INDICATED IN SI01 3.1 b.

A refusal to provide information may result in the bid/offer/arrangement being rejected or the contract terminated, the standing offer being set-aside or the supply arrangement being cancelled, as applicable.

Le refus de fournir les renseignements demandés, la soumission/l'offre/l'arrangement sera rejeté ou le contrat résilié, l'offre à commandes sera mise de côté ou l'arrangement en matière d'approvisionnement sera annulé, selon le cas.

The personal information is described in personal information bank PWGSC PPU 184 - Integrity Assessment Program. Individuals have a right of access to, correction of and protection of their information in accordance with the *Privacy Act*.

Les renseignements personnels sont décrits dans les fichiers de renseignement personnels n° TPSGC PPU 184 - Programme de l'évaluation de l'intégrité. Les personnes ont le droit d'accéder aux renseignements personnels qui les concernent, ainsi que de les faire corriger ou protéger, conformément à la *Loi sur la protection des renseignements personnels*.

B BIOGRAPHICAL INFORMATION - Must be completed by the individual RENSEIGNEMENTS BIOGRAPHIQUES - À remplir par l'individu

Family Name (Last Name) - Nom (de famille)	Family Name at Birth - Nom de famille à la naissance
Full Given Names (No initials) - Prénoms au complet (aucune initiale)	
All other previously used names (i.e. maiden name, previously married names, legal name change, nicknames) Tout autre nom utilisé (tel que nom de jeune fille, noms maritaux précédents, changement de nom légaux, sobriquets)	
Gender - Sexe <input type="checkbox"/> Male Masculin <input type="checkbox"/> Female Féminin	Date of Birth - Date de naissance (Y-A M D-J)

Current Residential Information Information résidentielle actuelle

Apartment No. - N° d'appartement	Street No. - N° civique	Street Name - Nom de la rue
City - Ville	Province	Postal Code - Code postal

PWGSC-TPSGC 229 (2012/06)

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

ET025-131010/A

pwz017

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

PWGSC-20131010

PWZ-2-35082

C	CONSENT - Must be signed by the individual CONSENTEMENT - Doit être signé par l'individu
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I, the undersigned, confirm that I have read and understand the above *Privacy Act* statement and that I consent to the collection and use of my personal information as described therein.

Je, soussigné, confirme avoir pris connaissance de l'Énoncé concernant la *Loi sur la protection des renseignements personnels* et consens à la collecte et à l'utilisation des renseignements personnels fournis aux présentes.

Signature	SAMPLE ONLY USE FORM AVAILABLE ONLINE AT WEB SITE INDICATED IN SI01 3.1 b.	
Print Name - Nom en lettres moulées		Date (Y-A M D-J)

D	ADMINISTRATIVE INFORMATION - Internal Government Use Only RENSEIGNEMENTS ADMINISTRATIFS - Pour usage interne du gouvernement seulement
Requesting Branch/Sector/Directorate/Division - Direction générale/Secteur/Direction/Division requérante	
Requesting Branch/Sector/Directorate/Division - Direction générale/Secteur/Direction/Division requérante	
Solicitation/Proposed Contract No. - N° de la demande de soumission/N° du contrat	Date of Request (Y-A M D-J) Date de la demande
Requesting Contact Person - Personne-ressource requérante	Contact Person Tel. No. - N° de tél. de la personne-ressource