

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet LONG WAVE TANK	
Solicitation No. - N° de l'invitation F5244-120060/A	Date 2013-03-28
Client Reference No. - N° de référence du client F5244-12-0060	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-122-4978	
File No. - N° de dossier HAL-2-68103 (122)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-05-14	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
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: Chinye (HAL), Chukwudi	Buyer Id - Id de l'acheteur hal122
Telephone No. - N° de téléphone (902) 496-5476 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS BEDFORD INST.OCEANOGRAPHY 1 CHALLENGER DR. DARTMOUTH NOVA SCOTIA B2Y4A2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

Issuing Office - Bureau de distribution
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9

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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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

Work to be performed in this goods contract comprise of the furnishings of all labour, materials ,tools and equipment required to fabricate, supply and deliver and install one (1) 100ft at Bedford Institute of Oceanography, Dartmouth, Nova Scotia in accordance with Annex A- Statement of Requirement.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

2. Submission of Bids

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must

be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (one hard copy)
Section II: Financial Bid (one hard copy)
Section III: Certifications (one hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

1.1 Financial Evaluation

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price.

2. Basis of Selection

- 2.1 A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies as per section 01 of Standard Instructions 2003, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause

of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

2.1 Federal Contractors Program - Certification

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide all labour, material, equipment and transportation required to fabricate and install one carbon steel tank with inner dimensions of 100' long x 2' wide x 6' 7" in height in accordance with the Requirement at Annex "A".

3. Standard Clauses and Conditions

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All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-11-19), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before July 15, 2013.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Chukwudi Chinye
Title: Real Property Contracting Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row, Halifax, NS B3J 3C9
Telephone: 902-496-5476
Facsimile: 902-496-5016
E-mail address: chukwudi.chinye@pwgsc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is: (To be Determined at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

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

5.3 Contractor's Representative (To be completed by bidder)

Name: _____

Telephone Number: _____

Cellular Number: _____

Facsimile Number: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ _____ (To be determined at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Limitation of Price

SACC *Manual* clause C6000C (2011-05-16) Limitation of Price

6.3 Single Payment

SACC *Manual* clause H1000C (2008-05-12) Single Payment

6.4 SACC Manual Clauses

T1204 - Direct Request by Customer Department

2007-11-30

A9117C

6.5 Clauses du *Guide des CCUA*

Shipping Instructions - Free on Board Destination and Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the contract:

FOB Destination Shipping and Receiving, Bedford Institute of Oceanography, 1 Challenger Drive, Dartmouth, Nova Scotia B2Y 4A2 including all delivery charges and customs duties and taxes.

7. Invoicing Instructions

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

- (a) The original and two (2) copies must be forwarded to the following address for certification and payment.

Fisheries and Oceans
 Centre for Offshore Oil, Gas and Energy Research
 Bedford Institute of Oceanography,
 1 Challenger Drive
 P.O Box 1006
 Dartmouth, NS
 B2Y 4A2

8. Certifications

8.1 Compliance

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

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions (2010A-2012-11-19-Goods Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, **Code of Conduct and Certifications - Related documentation**
- (g) the Contractor's bid dated _____ (*insert date of bid*)

12. SACC Manual Clauses

Canadian Forces Site Regulations	A9062C	2011-05-16
Excess Goods	B7500C	2006-06-16
Inspection and Acceptance	D5328C	2007-11-30

13. Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A"

REQUIREMENT

The Centre for Offshore Oil, Gas and Energy Research (COOGER) in the Department of Fisheries and Oceans requires a large tank for conducting experimental research on oil dispersion in sea water. The contract requirement is for the supply of all drawings, engineering, labour, fabrication and materials necessary to construct and then install the tank on-site at the Bedford Institute of Oceanography (BIO) in Dartmouth, Nova Scotia.

The wave tank must be designed to hold water to the maximum volume capacity of the dimensions of the tank (approximately 38,000 liters). It must be able to support equipment/machinery used to generate and absorb high-energy waves, and withstand the movement of water including high-energy waves and a current flow of approximately 600gpm with no flexing along the walls. It will be installed above ground beside (and to the water side) of the existing tank at BIO.

The tank must be an exact duplicate in all respects of design, construction materials and finishing (i.e. corrosion and weather protection) as the tank currently situated at BIO, with any exceptions/additions as noted below.

The contractor shall provide the following:

- Construct a carbon steel tank with inner dimensions of 100' long x 2' wide x 6' 7" in height.
- Construction shall be of 3/16" thickness carbon steel plates for the floor and walls. Vertical ribbing shall be constructed at 18" intervals along the sides of the tank to support the walls and shall be made of ¼" thick carbon steel. Rib supports are required to provide strength to and prevent flexing of the sides of the tank when filled with water that is either static or in motion.
- The tank will contain a series of ports 6" apart and approximately ½" in diameter that can be fitted with threaded couplings (to be discussed during initial site visit). The ports will run from the bottom to the top of the tank in four vertical rows, one row on each side 9' 10" from the inside front end, and one row on each side 8' from the inside back end.
- The supplier will install two 3" diameter holes in the floor to accommodate drainage pipes. The holes will be situated 6" from each end wall and directly centered in the floor between the side walls. Discussion during the initial site visit will determine the most practical method for attaching drain pipes.
- Stabilizing supports will be constructed and affixed at points along the external sides to provide vertical stability to the tank. The supports shall be positioned in line with concrete footings already located on-site.

-
- The tank and all associated ribbing and supports shall be sandblasted to provide a clean surface, and then covered with a minimum of three (3) coats of marine-grade paint to protect all surfaces (interior and exterior) from salt water corrosion.
 - Delivery, offloading and positioning of the tank using a crane (provided/arranged by the contractor) on the existing concrete pad at BIO shall be the responsibility of the contractor.

The contractor shall prepare professional drawings of the tank design and dimensions for pre-approval by the client. It is highly recommended that a site visit be conducted to inspect and measure the existing tank to ensure exact duplication as required. This task shall be factored into the contractor's timeline and cost allowance.

Security Sensitivity:

N/A (not required)

Deliverables:

The project will result in the completion of the following deliverables:

1. Site visit with client to inspect and measure existing tank and to discuss any modifications in the design and fabrication required to meet new criteria
2. Submission of professional drawings (AutoCad or other similar method) to client for pre-approval
3. Fabrication, delivery and complete installation (including final positioning, welding, final paint touch-ups etc.) of the tank on-site on a pre-selected (by client) concrete pad located at the Bedford Institute of Oceanography.

Modifications and Cancellation:

The Scientific Authority is responsible for all matters concerning the technical content of the Work under this requirement. Proposed changes to the Statement of Requirement must be discussed with the Scientific Authority and approved by a contract amendment issued by the Contracting Authority prior to acceptance. The contractor is not to perform work in excess of or outside the scope of this contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

Introduction:

COOGER is a national Centre of Expertise (CoE) in the Department of Fisheries and Oceans that conducts environmental research studies related to offshore oil, gas and ocean renewable energy activities. A significant part of COOGER's research is on the science of oil dispersion and development of strategies for monitoring and remediating oil spilled into the marine environment. This includes conducting experiments in a wave tank at the Bedford Institute of Oceanography (BIO) to assess the effects of mechanical and chemical oil dispersion under various energy regimes (i.e. forces generated by different types of waves).

COOGER's research program is expanding, and a second wave tank is required to accommodate the increase in research activity. To this end, a contract is required to construct and install a new wave tank on-site at the Bedford Institute of Oceanography.

Purpose:

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The purpose of this contract is to construct and install a new wave tank at the Bedford Institute of Oceanography (BIO). The new tank is to be the same dimensions and design as the existing tank with certain modifications as described in this Statement of Work. The tank is to be delivered and installed on-site by the contractor, and protected with marine paint to prevent corrosion from salt water and ambient weather conditions. The tank is to be built to withstand the weight of its full volume of water and the energy created by a wave generation system in conjunction with a high flow-through system (600 gallons per minute).

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ANNEX "B"

BASIS OF PAYMENT

Date of Award to July 15, 2013

Column 1	Column 2 Item Description	Column 3
1	Firm Price for the Supply and Delivery of one (1) wave tank in accordance to Annex A-Requirement	\$ _____

Total Amount (Column 3)= \$ _____

The Total amount will be the amount that will be considered during evaluation of all bids tendered.

ANNEX "C" INSURANCE REQUIREMENTS

Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

Employees and, if applicable, Volunteers must be included as Additional Insured.

Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

Automobile Liability Insurance

The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

The policy must include the following:

Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence

Accident Benefits - all jurisdictional statutes

Uninsured Motorist Protection

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Solicitation No. - N° de l'invitation

F5244-120060/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-2-68103

Buyer ID - Id de l'acheteur

hal122

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

CCC No./N° CCC - FMS No/ N° VME

F5244-12-0060

ANNEX d

Code of Conduct and Certifications - Related documentation

Bidder's List of Directors below: Please provide a list of names of all individuals who are currently Directors **in** accordance with **PART 5-CERTIFICATION**.

Directors: (Please print clearly)

NAME	NAME	NAME	NAME

Attach additional names on a separate sheet if required.



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 a director of the Bidder/Offeror/Supplier and provided with the Bid/Offer/Arrangement.

Le présent formulaire doit être rempli et signé par chaque individu qui est actuellement un administrateur 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
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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 certifications necessary for obtaining and maintaining a procurement instrument. It may be shared with other government departments, agencies, as well as provincial, territorial, and federal courts, within the limits of what is required to conduct the criminal conviction 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 seront utilisés pour valider les attestations de condamnation au criminel nécessaires pour obtenir et conserver un instrument d'approvisionnement. Les renseignements peuvent être diffusés à d'autres ministères et organismes fédéraux, ainsi qu'à des tribunaux provinciaux, territoriaux et fédéraux, dans les limites de ce qui est requis pour la vérification des condamnations au criminel.

A refusal to provide information will 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.

À défaut 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
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Family Name (Last Name) - Nom (de famille)	Family Name at Birth - Nom de famille à la naissance
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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)
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**Current Permanent Residential Information
Information résidentielle permanente actuelle**

Apartment No. - N° d'appartement	Street No. - N° civique	Street Name - Nom de la rue
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City - Ville	Province/State - État
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Country - Pays	Postal Code/Zip Code - Code postal/Code zip
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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	
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
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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
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Requesting Contact Person - Personne-ressource requérante	Contact Person Tel. No. - N° de tél. de la personne-ressource
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