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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus appendices and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;

Part 3 Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the security requirement, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided; and

Part 6 Supply Arrangement and Resulting Contract Clauses:

6A-Supply Arrangement: includes the Supply Arrangement (SA) with the applicable clauses and conditions;

6B-Bid Solicitation Process: includes the instructions for the bid solicitation process within the scope of the SA;

6C-Resulting Contract Clauses: includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

2. Summary

This Request for a Supply Arrangement (SA) is for construction projects in support of a Federal Government Agency in the National Capital Region for projects involving but not limited to: construction of all kinds, fit-up of offices, repairs or upgrades to facilities mechanical and electrical infrastructure, and security related initiatives. This work is conducted within and around a high security environment requiring specific security clearances and special handling.

Through this Supply Arrangement, Canada intends to establish and update a list of qualified Contractors for general contracting services. Contractors will be rated on the mandatory, and point-rated criteria outlined in Part 4 Evaluation Procedures and Basis of Selection and throughout the document.

A supply arrangement is not a contract and neither party is legally bound as a result of the signing of this document alone. A Supply Arrangement is a method of supply where a Department, under the framework of the arrangement, may solicit bids from a pool of pre-screened contractors.

The intent of a supply arrangement is to establish a framework to permit expeditious processing of individual bid solicitations, which result in legally binding contracts for construction services described herein.

If the establishing of a Supply Arrangement (SA) does not meet the expected interest, the Ministry of Public Works and Government Service Canada (PWGSC) reserves the right to cancel the whole requirement.

The national security exception provided for in the trade agreements have been invoked; therefore, this procurement is excluded from all of the obligations of all the trade agreements.

3. Security Requirement

There is a security requirement associated with the requirement of the Supply Arrangement. For additional information, see B - Bid Solicitation Process of Part 6 - Supply Arrangement and Resulting Contract Clauses.

4. Debriefings

After issuance of a supply arrangement, suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within fifteen (15) working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

5. Key Terms

Supply Arrangement and Contracting Authority means the person designated as such in the supply arrangement or by notice to the Bidder, to act as the PWGSC representative in the management of the SA and subsequent contracts.

Bidder means a supplier submitting a bid in response to an Invitation to Tender

Canada means Her Majesty the Queen in right of Canada or the Minister of Public Works and Government Services and a person acting for, or if the office is vacant, in place of Canada and the Ministers successors in the office, and a lawful deputy and any representative appointed for the purposes of the Supply Arrangement;

Contractor means a Person, with whom Canada enters into a Contract to do the Work.

Departmental Representative means the person designated in the Contract, or by written notice to the Contractor, to act as the Departmental Representative for the purposes of the Contract, and includes a person, designated and authorized in writing by the PWGSC to the contractor.

Emergency Work - An emergency may be an actual or imminent life-threatening situation, a disaster which endangers the quality of life or has resulted in the loss of life, or one that may result in significant loss or damage to Crown Property.

"Invitation to Tender" (ITT) means a solicitation by the Designated User to the Qualified Contractors for a specified Construction of building envelope contracting services.

"Supplier" means an entity submitting a response to this Request for Supply Arrangement (RFSA).

"Qualified Contractor" means a Contractor that is qualified under a specific category as a result of the Request for Supply Arrangement (RFSA) process to provide services to the Designated User through the Supply Arrangement.

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"Supply Arrangement" (SA) means a document issued to a Qualified Contractor confirming the arrangement between Canada and the Qualified Contractor.

"Superintendent" means the employee or representative of the Contractor designated by the Contractor to act pursuant to GC2.6, "Superintendent"; the Site Superintendent will manage the work flow, the project relation with other trades and will be the on site point of contact for PWGSC and all other trades and personnel and shall be in full charge of the operations of the Contractor during the performance of the Work and shall be authorized to accept on behalf of the Contractor any notice, order or other communication given to the Superintendent or the Contractor relating to the Work.

"Project Manager" means the employee or representative of the Contractor so designated by the Contractor. The Project Manager will be the liaison between the Contractor and PWGSC in all matters related to the contract, invoices, schedule, etc. One project manager can be managing multiple contracts issued under the Supply Arrangement.

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2013-03-21) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

2. Submission of Arrangements

Arrangements 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 Request for Supply Arrangement.

Due to the nature of the Request for Supply Arrangements, transmission of arrangements by facsimile to PWGSC will not be accepted.

3. Enquiries - Request for Supply Arrangements

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

4. Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 suppliers.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

- Submit one (1) original and three (3) bound copies of the SA submission.
- It is the supplier's responsibility to:
 - return a signed original on page 1 of the Supply Arrangement solicitation, duly completed,
 - direct its SA solicitation ONLY to the Bid Receiving address Specified;
 - ensure that the Supplier's name, the SA solicitation reference number, and SA solicitation closing date and time are clearly visible;
 - provide a comprehensive and sufficiently detailed SA submission that will permit a complete evaluation in accordance with the criteria set out in the SA solicitation.

Timely and correct delivery of SA submission to the specified delivery address (see Page 1 of the RFSA document) is the sole responsibility of the supplier. Public Works and Government Services Canada (PWGSC) will not assume or have transferred to it those responsibilities.

2. Format of submission of Supply Arrangement requirements

The following information on the submission should be taken into account when preparing:

- a) Paper size should be - 216mm x 279mm (8.5" x 11")
- b) Minimum font size - 11 point Times or equal
- c) Minimum margins - 12 mm left, right, top, and bottom
- d) Double-sided submissions are preferred
- e) One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper; 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
- f) Follow the order set out in the Evaluation Procedures and Basis of Selection and follow the order established in the Request for Supply Arrangement.
- g) The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under Part 4 is fifty (50) pages. The following are not part of the page limitation: Curriculum Vitae, letter of recommendations, Health & Safety (H&S) plan and meeting minutes, and will not be included in the submission page count.

Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the submission and will not be forwarded to the PWGSC Evaluation Board members for evaluation.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation

- 1.1 This section outlines the information suppliers are required to submit. To qualify, suppliers must meet the mandatory requirements set out in this document. Submissions not meeting the Mandatory Requirements will not be given any further consideration. Requirements shall be evaluated according to the criteria and point rating table.
- 1.2 The evaluation will be based solely on the content of the responses and any correctly submitted amendment. No assumptions should be made that the Crown has any previous knowledge of the Supplier's qualifications other than that supplied pursuant to this solicitation.

2. Evaluation of Submissions

- 2.1 To be declared responsive a submission must:
- a) comply with all the requirements of the RFSA;
 - b) meet all mandatory requirements; and,
 - c) meet the required overall minimum score of 70% for the point-rated criteria.
- 2.2 Submissions **NOT** meeting 3.1 Mandatory Requirements will be declared non-responsive and will not be given any further consideration. Responsive submissions will be evaluated and assigned a score based on the evaluated requirements 3.2, 3.3, and 3.4.

3. Submission Requirements and Evaluation

The following requirements will be evaluated and rated by an Evaluation Board. A minimum of technical experience points must be met as specified in article 4. Basis of Selection.

3.1 Mandatory Requirements

It is a requirement that the supplier has a minimum of 10 years experience as a General Contractor implementing construction projects involving similar scope of work refer to Appendix "A" (e.g. the removal of conduits, walls, concrete walls, block walls, doors c/w frames, ductwork, HVAC units, flooring, etc).

This experience shall be demonstrated as follows:

(a) Project Letter of reference

Provide with the SA solicitation, two (2) letters of reference confirming fulfilment of building renovation and/or office space layout projects worth at least \$500,000.00 (HST excluded). One project must have been completed between April 2010 and solicitation closing date, while the other can be over the period between December 2005 and solicitation closing date. The Supplier must complete and submit Annex "A" - Project Letter of Reference.

(b) Written Consent

Written consent from the supplier to deal with companies having a contractual relationship with the Federal Government in the National Capital Region. The Supplier must complete and submit Annex "B" - Contractor's Consent.

(c) Project Manager(s)

Clearly demonstrate that the Supplier has under his services a project manager with the skills required for the effective supervision of construction projects. Proof of the project manager's experience on renovation and/or office space layout projects valued at over \$500,000.00 (HST excluded). The project manager(s) to be assigned to the project must have five (5) years supervisory experience in construction within the past 10 years for projects value of least \$500,000.00 (HST excluded).

- i. **Provide proof of the experience** and satisfactory performance of the project manager(s) listed and quote one (1) project in the last ten (10) years in which the project manager was responsible for work valued at \$500,000.00 or more (HST excluded). References must be verifiable.

For each reference or project quoted, the Supplier must complete and submit the attached form at Annex "C" for each project manager(s) reference.

- ii. **Résumé of Project Manager(s)** should be included as annex(es) to the submission. A minimum of one (1) project manager fluent in English must be proposed.

(d) Superintendent(s)

Clearly demonstrate that the Supplier has under his services a superintendent(s) with the skills required for the effective supervision of construction projects. Proof of the superintendent's experience on jobs valued at \$500 000.00 / or more (HST excluded). The superintendent(s) assigned to the project must have five (5) years supervisory experience in construction within the past 10 (ten) years for projects value of \$500,000.00 (HST excluded).

- i. **Provide proof of the experience** and satisfactory performance of the superintendent(s) listed and quote one (1) project in the last ten (10) years in which the superintendent was responsible for work valued at \$500 000.00 or more (HST excluded). References must be verifiable.

For each reference or project quoted, the Supplier must fill out the attached form at Annex "D" for each superintendent(s) reference.

- ii. **Résumé of Superintendent(s)** should be included as annex(es) to the submission. A minimum of one (1) superintendent fluent in English must be proposed.

(e) Insurance

Provide proof in the form of a letter from Insurer stating that the Supplier is capable of providing comprehensive general liability insurance coverage of \$5,000,000.00.

(f) Contract Security

Provide proof in the form of a letter from either a Financial Institution or an acceptable bonding company (Treasury Board Appendix L, Acceptable Bonding Companies (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL>), confirming the capability of providing contract security in the amount of at least \$2,500,000.00.

POINT RATED REQUIREMENTS

3.2 MANAGEMENT ORGANIZATION (50 pts)

Proof that the supplier can provide all the labour needed to offer all the services sought. Information and documents to accompany SA solicitation to assist evaluation on this criterion:

3.2.1 General Organization (15 pts)

a) The Supplier should demonstrate that his organization pattern possesses the necessary administrative and technical resources to execute projects of projected magnitude. It is expected that Supplier will have established relationships with sub-contractors to obtain personnel with the required skills and expertise. **(5 pts)**

b) The Supplier should demonstrate how his organization pattern enables him to successfully execute the eventual works in conformity with the project cost, schedule and quality requirements. **(5 pts)**

c) Experience of Personnel. The supplier should demonstrate the recent education, certification and experience of proposed personnel in line with the requirements for eight (8) resources as identified below. The Supplier must demonstrate experience of the proposed resources working in the Canadian or North American construction environment. This includes demonstrating familiarity and experience with the Canadian Building Codes, Canadian construction materials and Canadian Electrical and Mechanical Codes. **(5 pts)**

List of Resources

Suppliers should propose personnel in accordance with the table below:

	Full name of Proposed Resource	Education	# of years of Experience	Certifications, achievements or awards
Architectural Skilled Plaster, Drywaller, Lather				
Architectural Skilled Plaster, Drywaller, Lather				
Electrical				
Electrical				
Mechanical				
Mechanical				
Trade Helpers				
Trade Helpers				

Information that should be submitted for each proposed resource:

First and last name;

Demonstrate evidence of the recent (within the past five years) experience in similar size and scope. Include education of proposed resource and compliance with the types of projects referred to in this RFSA;

Relevant project experience of proposed resources within Canada, including dates/duration, scope, role of proposed resource and location of work; and

Areas of expertise, particularly when an individual combines more than one expertise; including associated education, experience and training.

3.2.2. Security (10 pts)

- a) The supplier should demonstrate its ability and experience in working in a highly secure environment by providing example of projects successfully completed in a secure environment. (5 pts)
- b) Description of the human resources practices used by the supplier to provide competent security cleared personnel. (5 pts)

3.2.3 Description of Methods (10 pts)

Description of the methods the Supplier shall use to supervise, monitor and manage the key personnel to ensure that the work requirements are met (schedule planning and control, cost planning and control, quality planning and control).

3.2.4 Risk Management System (10 pts)

- a) The supplier should demonstrate its ability to identify risks related to the execution of the projected kind of projects, and to develop mitigation measures compatible with the project requirements. (5 pts)
- b) The supplier should demonstrate its ability to manage and co-ordinate simultaneously several subcontractors or several minor projects worth \$500K or more. (5 pts)

3.2.5 Conflict resolution system (5 pts)

Description of the supplier's procedures for solving problems on work site, i.e. Management and resolution of conflicts. Give examples of situation where conflicts are properly managed and solved in similar projects.

3.3 HEALTH & SAFETY (30 pts)

Each project assigned to a supplier should be carried out in accordance with the applicable worksite health and safety regulations. However, for the purposes of this Arrangement, evaluation on this criterion will be based mainly on experience, organization and stringency of management with respect to all aspects of health and safety.

Suppliers who are proactive in matters of workplace health and safety must provide the evaluation committee with explicit and relevant information by which to appraise and rate their management performance on each of the factors evaluated. Points will be awarded on the basis of the supplier management of health and safety issues. The following should be demonstrated:

3.3.1. Senior management commitment to health and safety (10 pts):

- a) Corporate approach to health and safety management (eg: proof of participation in a mutual association, hiring of health and safety staff, etc.) (2 pts)

- b) Official Corporate policy known to all employees and managers. Provide a copy of the policy and explain the application process and integration to a project execution. **(3 pts)**
- c) Employees trained in health and safety: provide names of employees including key personnel trained, and titles of courses taken. **(5 pts)**

3.3.2 Health and Safety responsibilities defined (10 points)

- a) Provide minutes of the latest health and safety committee meetings and identify specific actions taken by Senior management in support of the committee. **(5 pts)**
- b) Implementation of an annual prevention plan (provide a copy of the plan) and describe each of the following **(5 pts)**:
 - a) Provide a plan of responsibilities in Health & safety
 - b) First Aid Standard
 - c) Identification of Risk on Construction Site
 - d) Identification of Risk related to each task (preventive & corrective measure)
 - e) Training required
 - f) Procedure/Guideline in case of emergency
 - g) Written consent in respect to the prevention program of all interveners

The pages provided to demonstrate this criteria will be excluded from the page count (refer to Part 3, article 2 g).

3.3.3. Management of work-related accidents (10 pts)

The supplier should:

- a) Describe the supplier's investigation and feedback mechanisms **(5 pts)**
- b) Describe the supplier's administrative response mechanisms, including temporary assignment policy **(5 pts)**

3.4 QUALITY ASSURANCE (20 pts)

Demonstration that the supplier will strictly comply with quality standards.

3.4.1 Supplier commitment to ensuring quality services by providing (10 pts):

- a) Description of quality control policy and objectives. The Supplier must provide a copy of his Quality Policy and explain how such policy is applied and integrated to a construction project. **(5 pts)**
- b) Diagram of the quality plan, specifying interactions, practices and means used and the sequence of activities and processes. This diagram must demonstrate the quality control system on the construction site and the corresponding follow-up in the office. **(5 pts)**

3.4.2 Supplier procedures for maintaining and improving service quality by demonstrating which measures will be implemented to satisfy PWGSC, including, but not limited to, the following requirements: **(10 pts)**

Points to be attributed based on the quality of procedures and the quality offered by the supplier:

- Meeting deadlines
- Ensuring work quality
- Complying with drawings and specifications
- Maintaining a neat construction site and disposing of waste
- Being environmentally responsible
- Ensuring safety and health on the construction site
- Maintaining client operations while the work is being carried out
- Producing reliable minutes of construction site meetings and ensuring follow-up
- Clearly describing each person roles and responsibilities
- Negotiating in good faith any changes to the scope of the work

3.5 POINT RATED CRITERIA TABLE (100 points)

Submissions will be evaluated in accordance with the following evaluation grid:

		Pts		Pts	Min Score
					60%
Management Organization	50 Points				
	General Organization	15			
			Mgt Resources	5	3
			Cost / Schedule /Quality	5	3
			Personnel	5	3
	Security	10		10	9
	Description of Methods	10		10	6
	Risk Management	10			
			Risk response	5	3
			Multi projects / subs	5	3
	Conflict Resolution	5		5	3
Health & Safety	30 Points				
	Sr Mgt	10			
			Corporate / Policy	5	3
			Training	5	3
	Practice	10			
			H&S committee	5	3
			Prevention	5	3
	Incidents Mgt	10			
			Investigation / Feedback	5	3
			Response	5	3
Quality Assurance	20 points				
	Supplier Commitment	10			
			Policy	5	3

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			Plan	5	3
	Procedures	10		10	6
			Total Points Available	100	Min 70

4. Basis of Selection

Suppliers must meet all the Mandatory requirements set out throughout the document. Suppliers must obtain, at a minimum, a score of 60% on any criterion set out in Part 4 in articles 3.2, 3.3, and 3.4 and a Total Points available of a minimum of 70 points when adding the scores of all criterions (refer to Table 3.5, minimum score column).

PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications and related documentation to be issued a supply arrangement (SA). Canada will declare an arrangement non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications suppliers provide to Canada is subject to verification by Canada during the arrangement evaluation period (before issuance of a SA) and after issuance of a SA. The Supply Arrangement and Contracting Authority will have the right to ask for additional information to verify suppliers compliance with the certifications before issuance of a SA. The arrangement will be declared non-responsive if any certification made by the Supplier 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 Supply Arrangement and Contracting Authority for additional information will also render the arrangement non-responsive.

1. Certifications Required Precedent to Issuance of a Supply Arrangement

1.1 Code of Conduct and Certifications - Related documentation

By submitting an arrangement, the Supplier certifies as per section 01 of Standard Instructions 2008, 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 confirming that the certifications are true.

1.2 The above should be completed and submitted with the submission by the solicitation closing date. If the above is not completed and submitted the Supply Arrangement and Contracting Authority will so inform the supplier and specify the number of days the suppliers will have to comply with this request. Failure to comply with the request may result in the bid being declared non-responsive.

2. Status and Availability of Resources

The Supplier certifies that, should it be issued a supply arrangement as a result of the request for supply arrangements, every individual proposed in the arrangement or individuals with similar qualifications and experience will be available for the term of the supply arrangement.

If the Supplier has proposed any individual who is not an employee of the Supplier, the Supplier certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her resume to Canada. The Supplier must, upon request from the Supply Arrangement and Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Supplier and of his/her availability.

3. Key Personnel

The Supplier is to submit Form 330-23 attached at Annex "E" for the key personnel (maximum of three) and should be comprised of an estimator, superintendent, and the project manager. who will be involved in the review of the specifications and drawings and will require an active security clearance issued and approved by the Client Department.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

The Supply Arrangement covers the Work described in Scope of Work at Appendix "A".

2. Security Requirement

There is a security requirement associated with this requirement. For additional information, see B - Bid Solicitation Process below.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) 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

2020 (2013-04-25) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

4. Term of Supply Arrangement

It is PWGSCs intention to issued/authorize five (5) Supply Arrangement for a period of two (2) years with three (3) additional one (1) year options periods. The total dollar value of the supply arrangement for the five (5) years is estimated to be \$11M. Individual Invitation to Tender (ITT) request will vary up to a maximum of \$2,500,000.00 (HST excluded). Supplier should note that there is no guarantee that the full or any amount of the Supply Arrangement will be used. PWGSC will issue ITTs only when the specific services to be provided under the Supply Arrangement are needed.

5. Supply Arrangement and Contracting Authority

The Supply Arrangement and Contracting Authority is:
Construction Services Division
Public Works and Government Services Canada
Acquisitions Branch
Real Property Contracting Directorate - Construction Services Division
Place du Portage, Portage III
11 Laurier Street Gatineau, Quebec
Telephone: 819-956-0616
Facsimile: 819-956-8335
E-mail address: jacques.daoust@tpsgc-pwgsc.gc.ca

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The Supply Arrangement and Contracting Authority is responsible for the issuance of the Supply Arrangement its administration and its revision, if applicable. And also responsible for the issuance, administration of any subsequent contract.

6. Certifications

Compliance with the certifications and related documentation provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

7. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

B. BID SOLICITATION PROCESS

1. When Public Works and Government Services Canada (PWGSC) needs the services of construction contractors under this SA, the following solicitation and contracting procedures will apply:
 - 1.1 PWGSC shall invite all Qualified Contractors with a Supply Arrangement to tender in the following manner;
 - 1.2 Invitation to Tender (ITT) solicitation documents (refer to Appendix C) will be sent electronically to Qualified Contractors. The document will include but not be limited to a brief description of the work, security requirement, the closing date and time for the return address for bids.
 - 1.3 The ITT document will contain contract / project specifics, high level security clauses and security guide. Qualified Contractors are reminded to obtain the required security clearance promptly.
 - 1.4. Each contract awarded under this Supply Arrangement will contain contract / project specifics, security clauses and security guide. In general, a security clearance provided by PWGSC's Canadian Industrial Security Directorate (CISD) for the contracting firms will be accepted.
 - 1.4.a The Contractor personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security clearance, granted or approved by the Client Department.
 - 1.4.b Until the security screening of the Contractor personnel required by this Contract has been completed to the satisfaction of the Internal Security Branch of the Client Department, the Contractor personnel MAY NOT HAVE ACCESS to CLASSIFIED or PROTECTED information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort.
 - 1.4.c The Contractor MUST NOT remove any CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
 - 1.4.d Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Client Department, Internal Security Division.
 - 1.4.e The Contractor must comply with the provisions of the:
 - (a) Industrial Security Manual (Latest Edition) and,
 - (b) Security Guide attached at Appendix "D".
 - 1.5 Qualified Contractors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a contract to allow the successful Qualified Contractors to obtain the required clearance will be at the entire discretion of the Supply Arrangement and Contracting Authority.

-
- 1.6. Viewing of the drawings and specifications will be detailed in the Invitation to Tender document, but may on occasion be sent electronically.
 - 1.7. A site visit may be scheduled for each project and attendance may be mandatory or optional. The details of which would be specified in the solicitation document. If the visit is specified as mandatory, failure to attend will automatically rescind the Bidders right to bid, even if the Bidders is thoroughly familiar with the site.
 - 1.8. Bid security, contract security and the insurance conditions must be provided as per requirements clauses & conditions (R2710T), (R2890D) & (R2910D) for all subsequent Contracts.
 - 1.9. In case of emergencies, PWGSC could launch a call to tender and issue a contract among qualified Contractors within 24 to 48 hours.
 - 1.10. A legal contract does not exist between Canada and the Bidder until the Bid and Acceptance form of the ITT has been duly completed as an offer by the Bidder and accepted by the PWGSC.
 - 1.11. For resultant contracts the basis of selection will be based on the following methods: a lump sum; a combination of lump sum with unit prices; or a combination of lump sum with time and material prices. (Refer to Appendix "C" - Sample of Bid Solicitation Document)

C. RESULTING CONTRACT CLAUSES

1. General Conditions and clauses

GC1 General Provisions	R2810D
GC2 Administration of the Contract	R2820D
GC3 Execution and Control of the Work	R2830D
GC4 Protective Measures	R2840D
GC5 Terms of Payment	R2850D
GC6 Delays and Changes in the Work	R2860D
GC7 Default, Suspension or Termination of Contract	R2870D
GC8 Dispute Resolution	R2880D
GC9 Contract Security	R2890D
GC10 Insurance	R2900D
Supplementary Conditions	
Insurance Terms	R2910D
Fair Wages and Hours of Labour - Labour Conditions	R2940D
Allowable Costs for Contract Changes Under GC6.4.1	R2950D

Refer to Appendix "C" Sample of Bid Solicitation Document. Applicable dates will be identified at the time of issuance of the Invitation to Tender document.

2. Security Clauses

The following provides high level contract clauses generally applicable to the Supply Arrangement. Each contract awarded under this Supply Arrangement will contain contract / project specific security clauses and security guide.

1. The Contractor/Offorer personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security clearance, granted or approved by the Client Department.

In general, a security clearance provided by PWGSC's Canadian Industrial Security Directorate (CISD) will be accepted. However, due to the nature of the Client Department's national security mandate, further to a CISD-issued security clearance, consultants/contractors and cleaners may have to undergo additional security screening processes, including, but not limited to, a security interview and / or briefing and polygraph examination, if applicable.

2. Until the security screening of the Contractor/Offorer personnel required by this Contract/Standing Offer has been completed to the satisfaction of the Internal Security Branch of the Client Department, the Contractor/Offorer personnel MAY NOT HAVE ACCESS to CLASSIFIED or PROTECTED information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort.
3. The Contractor/Offorer MUST NOT remove any CLASSIFIED information from the identified work site(s), and the Contractor/Offorer must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Client Department, Internal Security Division.
5. The Contractor/Offorer must comply with the provisions of the:
 - (a) Industrial Security Manual (Latest Edition).

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Appendix "A"

Scope of Work

Supply Arrangement - Scope of Work (SOW)

Scope

This Request for a Supply Arrangement (SA) is for construction projects in support of a Federal Government Agency in the National Capital Region for projects involving but not limited to construction of all kinds, fit-up of offices, repairs or upgrades to facilities mechanical and electrical infrastructure, replacement of equipment and security infrastructure, repairs and upgrade to roadways, parking and sidewalks. This work is conducted within and around a high security environment requiring specific security clearances and special handling.

The contracts under this Supply Arrangement will require the Contractor to provide a number of team comprised of construction specialist with varied skills and expertise. Contractors are expected to establish relationships with various subcontractors in order to obtain the personnel with the requisite skills and expertise. Exact team composition to be established for each individual contract, based on the associated plans and specifications. The contractor and subcontractors will be required to have valid professional licenses and be in good standing with all authorities having jurisdiction (e.g. professional trades, MOL, WSIB, etc.)

5.1 Site Superintendent

Nature of the Work

Each crew will be lead by an experienced individual with duties consistent with what is normally expected within the construction industry.

Main Duties:

- leading a team of construction specialists.
- planning staff requirements based on the functional program, plans and specification.
- interfacing with the Client Representative responsible for the oversight of projects.
- handling the logistical requirements required to carry out construction, such as anticipating tools and materials.
- delivering on quality workmanship within specified times and budgets and minimal disruption on the client's personnel.
- attend and participate in regular project meetings at the Clients' office in Ottawa and on the job site.
- prepare construction progress reports and other relevant information.
- act as Security Officer for all security matters in the planning stage of a contract as well as on-site when carrying out security upgrades.
- implement all the elements of a Health and Safety Program and of a Site Specific Health and Safety Plan.
- contractor representative at client construction coordination meetings.

5.2 Project Manager

Nature of the Work

The Contractor will assign an experienced individual with duties consistent with what is normally expected of a Project Manager within the construction industry.

Main Duties:

- leading multiple teams of construction specialists through direct liaison with the Site Superintendent(s).
- Interface with PWGSC staff on all matters related to the contract.
- submission of proposals in response to Supply Arrangement solicitation.
- participate in project meetings at the Clients' office in Ottawa, as required.
- prepare and update schedule and regular progress reports on on-going construction activities.
- coordinate involvement of sub-contractors.
- processing of Security forms.

5.3 Architectural - Plasterers, Drywall Installers and Finishers, Lathers and Floor Covering Installers

Nature of the Work

The work involves the construction, erection, installation, and repair of structures and components of structures made of wood, metal and other materials. This combination of skills set normally found in plasterers, drywall installers, finishers, lathers and floor covering installers. The work requires applying finishes, such as paint and other materials (stains, lacquer, enamel, oil, varnish, metal coating and fire retardant), and restoration of plaster or similar materials, on interior and exterior walls, ceilings and building partitions to produce plain or decorative surfaces. It requires installing and finishing drywall sheets and various types of ceiling systems and installing support framework for ceiling systems, interior and exterior walls and building partitions, the installation of carpet, wood, linoleum, vinyl and other resilient floor and installing metal and wood doors, including frames.

Main Duties:

Plastering includes some or all of the following duties:

- Clean and prepare surfaces;
- Mix plaster ingredients in accordance with manufacturer's instructions;
- Apply, level and smooth coats of plaster using trowels, floats, brushes and spraying equipment;
- Trowel or spray coats of stucco over exteriors of buildings to form weatherproof surfaces;
- Finish corners and angles and create decorative designs in finish coat, if required;
- Spray acoustic materials or texture finish over walls and ceilings.
- Measure, cut and fit drywall sheets for installation on walls and ceilings;
- Position and secure sheets to metal or wooden studs or joists;
- Cut and install metal corner beads to protect exterior corners;
- Fill joints, nail indentations, holes and cracks with joint compound using trowel and broad knife;
- Tape over joints using taping machine and embed tape in compound;
- Smooth out excess compound and allow coat to dry;
- Apply successive coats of compound and sand seams and joints; and
- Fabricate and install suspended metal ceiling grids and place in panels to form acoustical and coffered ceilings.
- Prepare wall and ceiling layouts;
- Install metal stud framing and furring for interior drywall or plaster walls and ceilings, using hand and power tools;
- Attach metal or gypsum lath to studs or furring using nails, screws, clips or wire ties;
- Install corner beads and wire mesh around beams to which plaster is to be applied; and

-
- May install acoustic tile, hangers for suspended ceilings and metal studs for composition wallboard or lath.

5.4 Electrical Resources

Nature of the Work

The work involves the installation and repair of electrical and communication wiring systems. It requires laying out, assembling, installing, testing, troubleshooting and repairing electrical wiring, fixtures, control devices and related equipment in the premises. This resource must be familiar with and have experience working with the Canadian electrical codes and materials.

Main Duties:

- Electrical Resources will perform some or all of the following duties:
- Read and interpret drawings, circuit diagrams and electrical code specifications to determine wiring layouts for new or existing installations;
- Pull wire through conduits and through holes in walls and floors;
- Install brackets and hangers to support electrical equipment;
- Install, replace and repair lighting fixtures and electrical control and distribution equipment, such as switches, relays and circuit breaker panels;
- Splice, join and connect wire to fixtures and components to form circuits;
- Test continuity of circuits using test equipment to ensure compatibility and safety of system, following installation, replacement or repair;
- Troubleshoot and isolate faults in electrical systems and remove and replace faulty components;
- Connect electrical power to sound and visual communication equipment, signaling devices and heating and cooling systems;
- Install, maintain, repair and relocate telephone, security and other telecommunication cables (fiber optic, coax, etc.) and associated hardware.
- Install, remove, maintain power transformers, uninterruptible power systems (UPS)
- Supply and install security related equipment (security monitoring systems).

5.5 Mechanical Resources

Nature of the Work

The work requires the installation, maintenance, repair and overhaul of air conditioning systems, combined heating, ventilation and cooling systems. It also involves the removal, rerouting or installation and repair of primary hot and cold water piping systems; installation and repair of heating, cooling and air conditioning equipment; installation and repair of metallic and non-metallic duct work for heating, cooling and ventilation exhaust systems; refrigeration and environmental controls; applying insulation to hot and chilled water pipes and duct runs. It requires specific experience in ductwork, ventilation (VAV) and plumbing.

Main Duties:

- Mechanical will perform some or all of the following duties:
- Read architectural and engineering drawings, diagrams and schematic drawings to determine work procedures;
- Install, align, dismantle and move heating, cooling and ventilation systems according to layout plans using hand and power tools;

- Measure and lay out reference points for installation;
- Assemble and install refrigeration or air conditioning components such as motors, controls, gauges, valves, circulating pumps, condensers, humidifiers, evaporators and compressors using hand and power tools;
- Measure and cut piping, and connect piping using welding and brazing equipment;
- Startup system and test for leaks using testing devices;
- Repair and replace parts and components for refrigeration, air conditioning or ventilation systems;
- Locate and mark positions for pipe connections, passage holes and fixtures in walls and floors;
- Cut opening in walls and floors to accommodate pipe and pipe fittings;
- Measure, cut, bend and thread pipes using hand and power tools or machines;
- Join pipes using couplings, clamps, screws, bolts, cement or soldering, brazing and welding equipment;
- Test pipes for leaks using air and water pressure gauges;
- Operate hoisting and lifting devices such as jacks to position parts during the installation, setup and repair of equipment;
- Inspect and examine equipment to detect and investigate irregularities and malfunctions;
- Install, troubleshoot and maintain power transmission, vacuum, hydraulic and pneumatic systems, and programmable logic controls;
- Install, troubleshoot and maintain other mechanical systems such as fire suppression, boilers, fuel & oil systems, etc.
- Adjust, repair or replace defective parts; and
- Prepare cost estimates.

5.6 Construction Trades Helpers and Labourers

Nature of the Work

The work of construction trades helpers and labourers involves assisting the other licenced staff in other Resource Streams and perform labouring activities at construction sites.

Main Duties:

- Construction Trades Helpers and Labourers will perform some or all of the following duties:
- Load and unload construction materials, and move materials to work areas;
- Erect and dismantle forms, scaffolding, ramps, catwalks shoring at construction sites;
- Mix, pour and spread materials such as concrete and asphalt;
- Assist trades persons in construction activities;
- Assist in demolishing premises using prying bars and other tools, and sort, clean and pile salvaged materials;
- Remove rubble and other debris at construction sites using rakes, shovels, wheelbarrows and other equipment;
- Operate construction tools, machines and equipment as directed;
- Clean up chemical spills and other contaminants; and
- Perform other activities at construction sites, as directed.

5.7 Roofing and Sheet Metal and sealant services

Nature of the Work

The work requires the construction, erection, installation, maintenance and repair of roof structures and components made of copper, modified membrane or other related materials. The sealant portion is all work associated with the removal, installation, maintenance or repair of sealant to control joints, openings in structures and components on the interior and exterior surfaces.

Roofing and Sheet Metal Workers will perform some or all of the following duties:

- Read and understand the specifications and drawings in order to complete the work
- Record existing condition and report any deviation from the Contract Documents
- Measure, cut, shape, assemble and join materials made of copper, sheet metal and other related materials
- Fabricate and install flashings and other related materials
- Install dam proofing materials, such as modified bituminous and other related materials
- Replace defective sub-materials and install new, such as wood support and other related structures
- Provide certified operator/installer for elevated platforms (Klimer), training certificate for lifting devices such as man lift, and fall arrest
- Supervise, coordinate and schedule the activities of related apprentices, helpers and labourer

Sealant installers perform but are not limited to the following duties;

- Read and understand the specifications and drawings in order to complete the work
- Remove existing and install new sealant
- Prepare and clean surfaces using methods such as scraping, cutting or other approved methods
- Install baker rod or other related materials
- Provide certified operator/installer for elevated work

5.8 Road Work / Landscaping / Concrete formwork

Nature of the Work

The work requires the construction, erection, installation, maintenance and repair of road surfaces, parking lots, curbs, sidewalks, etc.

Main Duties:

- Read and understand the specifications and drawings in order to complete the work
- Record existing condition and report any deviation from the Contract Documents
- Excavation
- Road preparation prior to paving (e.g. compacting)
- Paving
- Painting
- Traffic control

5.9 Tasks to be performed by the Contractor:

The tasks to be performed for any given project will be spelled out in the associated Drawings and Specifications. These will include but not limited to the following:

The contractors shall supply competent labour and trades persons required to complete the construction;

- The contractor shall provide adequate site supervision and access control;
- The contractor shall ensure the proper conduct of persons assigned to the work site.
- The contractor will be responsible to procure and supply all required materials.
- The Contractor will be responsible to coordinate and ship materials required for the construction work to sites within the National Capital Region.
- The Contractor will be responsible to determine the list of tools required to complete the construction work and provide same.
- The Contractor shall ensure that work is completed in a timely manner according to the agreed upon schedule.
- The Contractor shall ensure that the work site is kept tidy and cleaned at the end of each day.
- The Contractor will be responsible for all site measurements and reporting any unforeseen site conditions to the Departmental Representative.
- When necessary, the Contractor is encouraged to provide options where change is required. No change or modification should be implemented without Departmental Representative approval.
- The Contractor shall supply all materials required to protect the work area and surrounding areas from damage and debris.
- The Contractor will provide labour and necessary equipment for the demolition of the existing office space and removal of waste materials off site. The client may give permission to the Contractor to reuse some construction material if deemed safe and acceptable. In the event of a disposal of sensitive equipment and/or material, the Contractor may be requested to be transfer items to a secure storage area.
- When applicable, the Contractor shall provide shop drawings and / or samples to the Departmental Representative for all mechanical installations, electrical installations and any other key materials
- The Contractor shall take steps to prepare the work area and surrounding areas to minimize damage and disturbance.
- For demolition of office space, the Contractor shall refer to the Architectural, Mechanical and Electrical Drawing Notes for further information.
- Construction and supply of internal walls shall be according to the approved layout. Wall structure to consist of galvanized steel screwed, on both sides, with gypsum slabs for drywall, as per the drawings.
- Supply and install of wood or metal frames for internal doors shall be as per approved drawings.
- Supply and Install of air-conditioning system in rooms shall be as per approved drawings.
- Supply and Install general painting using acrylic latex paint in color, as shown on the drawings, with the application of at least three (3) coats for better coverage.

Painting Services should include:

- Applying 3M tape on wood and metal objects for protection.
- Applying first quality PVA or acrylic plaster on ceilings and, if necessary, on walls for capping; filling cracks, nail and screw holes; removal of furniture and all equipment in areas to be prepared, if required.
- Manual application of mass or water sandpaper as many times as necessary to leave the surface ready for painting.

- Applying acrylic sealer externally or internally to seal and equalize the absorption of new surfaces.
- Cleaning to remove all debris from the area before starting to paint.
- Contractor shall supply and install carpet across the internal area with self-extinguishing flammability.
- Contractor shall supply and install telephone lines for each workstation and data as per approved drawings.
- All outlet points should be located near the working desk, obeying the positions of furniture, as per the layout.
- Contractor shall supply and install a junction (electrical) box for the office, in order to power all the electrical circuit (sockets, lighting, microwave etc.). This shall be located in the electrical room as per the drawings.
- Contractor shall supply and install an electrical circuit for the lights with pushbutton switches (on-off) in the electrical panel.
- Contractor shall supply and install sockets and electric points for printer, scanner, copy machine, shredder and fax.
- Contractor shall patch and repair all fire rated partitions and floors to maintain rating upon removal of services originally spanning fire rated assembly.
- Contractor shall confirm and document communications drop locations and final communications drop count using provided cable charts and floor plans;
- Provide temporary dust screens, barriers, warning signs in locations where renovations and alternation work are adjacent to areas which will be operative during work.
- Protect all mechanical systems, indicated to remain, from damage. The drawings indicate the approximate locations of services as far as these are known. Should any service line be broken, or disrupted by operations specified under this contract, repair service lines, and make good all damage due to the disruption or break, at no expense to the Owner. Notify the Owner immediately whenever any service line is broken or damaged.

5.10 At project completion

The Contractor shall submit to the Departmental Representative a package containing as-builts, as well as drawings documenting the mechanical and electrical systems, including a line diagram, data and voice, and a layout with the position of all furniture.

Controls:

- Contractor submit and update detailed construction schedules using MS Projects
- Contractor to submit a complete schedule of service interruptions and changeovers with approximate dates required, durations and times of day, for approval before proceeding.
- Contractor to notify Departmental Representative in writing at least 72 hours in advance of planned interruption to existing services; and
- Interruption of service must occur at the times and for the duration stipulated by the Departmental Representative. Keep service interruption duration to an absolute minimum. Carry out all preparatory work, measurements, etc., without interruption of existing services.

5.11 Constraints / Site Restrictions:

Project Specific constraints will be identified in the Invitation to Tender documents and the following are provided as examples only.

-
- Contractor may be required to work extended hours, weekend, night shifts or hours as designated by the Departmental Representative to cause the least amount of disruption to other employees or tenants.
 - Only elevators, dumbwaiters, conveyors or escalators assigned for Contractor's use may be used for moving workers and material within building. Protect walls of passenger elevators, to approval of Owner prior to use. Accept liability for damage, safety of equipment and overloading of existing equipment.
 - In some instances, when working in operational areas, there will be restrictions related to site access: Access request process to be followed well in advance of the needed access period. Escorts to be booked as required.
 - The Contractor may have to cooperate with other trades who may be working on the site to finish work or correct deficiencies.
 - Departmental Representative shall designate which washroom facilities may be used on-site.
 - Use only existing entrances and stairs designated by Departmental Representative for access to and egress from the existing buildings and various floors where work of this contract is to be carried out. No traffic through other areas of the building will be permitted without the prior consent.
 - Use only storage areas designated by Departmental Representative for construction supplies, materials and tools.
 - The contractor will be required to attend periodic construction coordination review meetings organized by the client.
 - The contractor may be asked to used specific site approved sub-trades for specific systems (fire alarm, building controls).
 - The contractor will be required to adhere to the site specific work restrictions and health safety protocols.
 - The contractor will be required to perform all work following client specific construction standards (to be articulated in specifications and drawings).

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ANNEX "A"
PROJECT LETTER OF REFERENCE

The project that is presented by the Contractor must demonstrate the following requirements:

1. Project executed for a governmental, para-governmental, institutional, commercial or industrial client,
2. Project initial value was at least \$500,000.00 (HST excluded),
3. One project completed after January 1, 2005, the other after January 1, 2010.

This hereby confirms that the following contractor: _____
executed the work for the following project: _____

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

Summary of work done on project: _____

Client Name (Block Letters)	Title	Signature
--------------------------------	-------	-----------

Contractor Name	Telephone	Date
-----------------	-----------	------

Initial Contract value (including HST)	Final Contract Value (including HST)
--	--------------------------------------

Original expected Contract Completion date	Actual Contract Completion Date
--	---------------------------------

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ANNEX "B"
CONTRACTOR'S CONSENT

The Contractor certifies his consent, by the present, to deal with companies holding a contractual relationship with PWGSC, for the duration of the SA for the specified location as mentioned in Appendix "A" - Scope of Work.

Contractors name : _____
(Block letters)

Representative : _____
Name (Block Letters) Title

Signature : _____ date : _____
(yy/mm/dd)

ANNEX "C"
PROJECT MANAGER'S REFERENCE

The Contractor must submit the following information, for each quoted reference.

i. Name of the proposed Project Manager: _____
(Block letters)

ii. Client name: _____
(Ministry / business name)

Client contact

iii. Name : _____ Title: _____

iv. Phone : _____ Email : _____

Project or Contract

Project or contract title : _____

v. Address: _____

vi. Value of project or contract: _____

vii. Date & duration of completion of the work (date & year): _____

viii. Description of project or contract: _____

ix. Responsibilities: _____

ANNEX "D"
SUPERINTENDENT'S REFERENCE

The Contractor must submit the following information, for each quoted reference.

i. Name of the proposed Superintendent: _____
(Block letters)

ii. Client name: _____
(Ministry / business name)

Client contact

iii. Name : _____ Title: _____

iv. Phone : _____ Email : _____

Project or Contract

Project or contract title : _____

v. Address: _____

vi. Value of project or contract: _____

vii. Date & duration of completion of the work (date & year): _____

viii. Description of project or contract: _____

ix. Responsibilities: _____

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APPENDIX "B"
LIST OF INDIVIDUAL(S) - CODE OF CONDUCT

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ANNEX "E"
FORM 330-23 (ATTACHED AT END OF DOCUMENT)

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APPENDIX C

SAMPLE OF BID SOLICITATION DOCUMENT

(Applicable dates will be identified at the time of issuance of the Invitation to Tender document)

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Code of Conduct and certifications, related documentations
SI02	Bid Documents
SI03	Enquiries During the Solicitation Period
SI04	Optional Site Visit
SI05	Revision of Bid
SI06	Bid Results
SI07	Insufficient Funding
SI08	Bid Validity Period
SI09	Web Sites

GENERAL INSTRUCTIONS TO BIDDERS (GI) - R2710T

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	Applicable Taxes
GI05	Capital Development and Redevelopment Charges
GI06	Registry and Pre-qualification of Floating Plant
GI07	Listing of Subcontractors and Suppliers
GI08	Bid Security Requirements
GI09	Submission of Bid
GI10	Revision of Bid
GI11	Rejection of Bid
GI12	Bid Costs
GI13	Procurement Business Number
GI14	Compliance With Applicable Laws
GI15	Approval of Alternative Materials
GI16	Performance Evaluation
GI17	Conflict of Interest-Unfair Advantage

SUPPLEMENTARY CONDITIONS (SC)

SC01	Security related requirements
SC02	Limitation of Liability

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

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APPENDIX 1 - COMBINED PRICE FORM

APPENDIX 2 - TIME AND MATERIAL COMBINED PRICE FORM

APPENDIX 3 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions R2710T. The related documentation therein required will assist Canada in confirming that the certifications are true.

SI02 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];
- 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-manua>
!

SI03 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 G116 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.

SI04 OPTIONAL SITE VISIT

There will be a site visit on [date] at [time]. Interested bidders are to meet at [location of site visit].

SI05 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

SI06 BID RESULTS

1. There will no public bid opening.
2. The results will be provided in writing at time of award.

SI07 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).

SI08 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 SI08 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 SI08 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 G112 of R2710T "General Instructions to Bidders".

SI09 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:

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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)

<Http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY REQUIREMENTS

1. Project specific security clauses and security guide will be included at time of solicitation.

SC02 LIMITATION OF LIABILITY

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

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - a. In respect to each loss for which insurance is to be provided pursuant to 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.

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;
GC2 Administration of the Contract	R2820D;
GC3 Execution and Control of the Work	R2830D;
GC4 Protective Measures	R2840D;
GC5 Terms of Payment	R2850D;
GC6 Delays and Changes in the Work	R2860D;
GC7 Default, Suspension or Termination of Contract	R2870D;
GC8 Dispute Resolution	R2880D;
GC9 Contract Security	R2890D;
GC10 Insurance	R2900D;
Supplementary Conditions	
Insurance Terms	R2910D;
Fair Wages and Hours of Labour - Labour Conditions	R2940D;
Allowable Costs for Contract Changes Under GC6.4.1	R2950D;
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-manua>
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.

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BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

BA03 THE OFFER

Paragraph for Lump Sum contracts only (without Unit Prices)

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 applicable taxes.
(amount in numbers)

Paragraph for Combined Price contracts (with Unit Prices)

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 INDICATED IN APPENDIX 1.**

Paragraph for Combined Price contracts (with Time and Material)

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 INDICATED IN APPENDIX 2.**

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of xx-xx-xx 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 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 GI08 - 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

APPENDIX 1 - COMBINED PRICE FORM (1 page)

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

LUMP SUM

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

- (a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

LUMP SUM AMOUNT (LSA) Excluding applicable taxes	
--	--

UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price item.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable taxes extra (PU)	Extended amount (EQ x PU) applicable taxes extra
TOTAL EXTENDED AMOUNT (TEA) Excluding applicable taxes						

TOTAL BID AMOUNT

TOTAL BID AMOUNT (LSA + TEA) Excluding applicable taxes	
---	--

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APPENDIX 2 - TIME AND MATERIAL COMBINED PRICE FORM (1 page)

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

LUMP SUM

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

- (a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

LUMP SUM AMOUNT (LSA) Excluding applicable taxes
--

TIME AND MATERIAL PRICE TABLE

The Table designates Work that will be paid on an as and when required. The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the subsequent contract.

For the provision of Services as described in the Specification document of the Invitation to Tender document, the Contractor shall be paid the all inclusive firm hourly rate(s) and price of material below in the performance of this work (HST excluded).

Item	Specification Reference	Description	Firm Hourly Rate (A)	Material (B)	Total (A & B) applicable taxes extra
TOTAL EXTENDED AMOUNT (TEA)					Excluding applicable taxes

TOTAL BID AMOUNT

TOTAL BID AMOUNT (LSA + TEA) Excluding applicable taxes

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Appendix "D"

Client Department Security Guide

Security Guide

The following provides security guidelines generally applicable to the Supply Arrangement. Each contract awarded under this Supply Arrangement will contain a contract / project specific security guide. This guide will identify the contract security requirements and the required security clearance for each labour category (note: not all need to be the same) and the minimum number of cleared personnel for each category required before the contract can be awarded and work initiated.

The Client Department - maintains a high security environment at its facilities and security directives will be strictly enforced. All personnel employed with this contract must support this environment by complying with the security directives outlined herein.

Site wide security restrictions may change through the course of the work; comply with regulations as they are published. Such regulation changes are required for continued facility operation and security.

1. All personnel assigned to work on this requirement will be expected to undergo an extensive security clearance process with the successful bidder. Furthermore, this security clearance process will only be initiated for resource(s) based on adequate information. This normally required that the resource has resided in Canada for the past ten (10) years (minimum).
2. There is a requirement for the successful bidder's assigned resources (herein referred to as "Contractor") to be in possession of personnel security clearance at various levels depending on the type and location of work to be performed by that resource. See Security Clearance Matrix below for example and further details. Work commencement is conditional upon the resources obtaining the required clearance. For example, the Company Security Officer (CSO) and the Key Senior Officials (Owner, directors, principal officials, executives or other individuals) of an organization, may, by virtue of their association or position of influence, be required to have access to or supervise a contract involving classified or designated government information or assets. This means they may be required to have a clearance as well.
 - i. The Site Access Certificate (SAC) process involves, but is not limited to, the following: "Completion of a Personnel Screening for Access to the Client Department's Facilities Consent and Authorization form, consenting to the conduct of criminal/security checks.
 - ii. The Level I (Confidential) security clearance process involves, but is not limited to, the following: "Completion of a Personnel Screening Request Authorization (form 330-23) consenting to a security assessment.
"Completion of the Personnel Security Clearance Questionnaire (form 330-60).
"Provision of a copy of a driver's license, passport and / or birth certificate
 - iii. The Level II (Secret) security clearance process involves, but is not limited to, the following:
"Completion of a Personnel Screening Request Authorization (form 330-23) consenting to a security assessment.
"Completion of the Personnel Security Clearance Questionnaire (form 330-60).
"Provision of a copy of a driver's license, passport and / or birth certificate.
"Undergo security interview(s) and briefing(s)
 - iv. The Level III (Top Secret) security clearance process involves, but is not limited to, the following:
"Completion of a Personnel Screening Request Authorization (form 330-23) consenting to a security assessment.
"Completion of the Personnel Security Clearance Questionnaire (form 330-60).

“Provision of a copy of a driver's license, passport and / or birth certificate.

“Undergo security interview(s) and briefing(s).A field investigation and confirmation of personal information, employment history, references, criminal record check, credit check and reliability and loyalty checks.

“Polygraph examination.

3. Security Clearance Matrix

This is a sample Security Clearance Matrix. Each contract issued under this Supply Arrangement will include a contract specific Security Clearance Matrix, tailored to the specific needs of the contract and of the work to be completed. As indicated, not all resources will need to hold the same security clearance for a given contract.

The matrix will also identify the type of resource and the minimum number of personnel required to have obtained their clearances before the contract can be awarded and work can be initiated.

SAMPLE ONLY	Company principal / Estimator	Site Superintendent	Site Labour Inside secure perimeter	Site Labour Outside secure perimeter	Programmer	Min Required
General Contractor	Lvl II	Lvl II	Lvl II	Lvl II		1
Main Sub-trades						
Electrical	Lvl I	Lvl II	Lvl II	Lvl II		1
Mechanical	Lvl I	Lvl II	Lvl II	Lvl II		1
Structural Steel	Lvl I	Lvl II	Lvl II	Lvl II		
Road Work	Lvl I	Lvl I	SAC	SAC		
Excavators / Site Work	Lvl I	Lvl I		SAC		2
Landscaping	Lvl I	Lvl I		SAC		
Concrete / formwork	Lvl I	Lvl I	SAC	SAC		
Flag person	Lvl I	Lvl I	SAC	SAC		
Truck Driver	Lvl I	Lvl I	SAC	SAC		
Equipment operator	Lvl I	Lvl I	SAC	SAC		
Windows / Glazing				SAC		
Roofing				SAC		
Elevator / Lifts			Lvl II			
Doors			Lvl II			
Finish Hardware / Carpentry			Lvl II			
Drywall / Acoustics			Lvl II			
Painting / Vinyl			Lvl II			
Flooring			Lvl II			
Sub-Sub Trades						
Balancing (water/air)			Lvl II			
Thermal Insulation			Lvl II			
Sprinklers			Lvl II			
Plumbers			Lvl II			
Fire Protection			Lvl II			
Water treatment			Lvl II			
Boilers			Lvl II			
Chillers			Lvl II			
Sheet metal / duckwork			Lvl II			
Welding			Lvl II			
Lighting controls			Lvl II			
Specialty Trades						
Controls			Lvl II	Lvl II	Lvl III	
Communications			Lvl II	Lvl II		
UPS			Lvl II			
Fire Alarm			Lvl II		Lvl III	

Note: SAC cleared personnel working within the secured perimeter shall be escorted at all times

-
4. Please note that the Client Department has a zero tolerance drug use policy.
 5. The Contractor is responsible to advise, in a timely manner and in writing, the Departmental Security Officer via the contract's Departmental Representative, of changes as they relate to any of the following events:
 - i. Cleared personnel leaving the Company.
 - ii. Cleared personnel moving to a different job function within the Company where they are no longer associated with any activities related to the contract or the Client Department.
 - iii. Cleared personnel requiring clearance renewal.
 - iv. New personnel requiring a clearance.
 - v. Cleared personnel planning personal travel outside Canada and the United States must report their travel plans in writing, as soon as possible, in order to allow sufficient time to obtain advice/support.
 - vi. Cleared personnel dealing with any change of address, shared accommodations, marital status, or cohabitation.
For changes outlined in i. and ii. above, and upon completion of the contract, the Contractor must undergo an exit interview.
 6. Contractor resources may be permanently bound to secrecy under Section 10 of The Security of Information Act (SOIA).
 7. Contractor resources may be required to acknowledge and abide by additional security requirements for the safeguarding of sensitive compartmented information (indoctrination).
 8. Physical access will be restricted to those specific areas of the site required to meet the contract's objectives. Working inside the secure perimeter and in sensitive areas may involve advanced scheduling, special access request process, escort booking, additional inspection of individuals, equipment and vehicles. The Crown retains the right to refuse entry of certain vehicle (e.g. Fuel trucks, cisterns, etc.) if deemed a security risk.
 9. Access to any form of classified or designated information or assets requires the proper security clearance and is restricted to the "need to know" or "need to access" principle.
 10. All activities performed on all Client Department's Information Technology (IT) systems shall be logged and are subject to auditing. This includes both classified and designated systems and any Internet access.
 11. The Client Department will provide security awareness training and seminars prior to the Contractor gaining access to some IT Systems, including but not limited to the Internet.
 12. All material relating to classified work, both electronic and hard copy, will be subject to handling procedures as per the Client Department's security policy and guidelines.
 13. Building pass cards shall be prominently displayed by the Contractor personnel at all times within the Client Department facilities. The building pass remains the property of the Client Department and shall be returned at termination of the contract, security clearance or during an extended absence.
 14. Restricted or prohibited equipment must be surrendered to the Client Department's Internal Security (IS) personnel prior to entering any classified areas. Restricted or prohibited device(s) include , but are not limited to, cellular telephones, BlackBerrys, smart phones, cameras, audio/visual devices, recording or transmitting or scanning devices, laptop computers, diskettes,

CDs, memory sticks, USBs, etc. None of the above shall be introduced to a Client Department's IT system without prior written permission from the Client Department's IS personnel.

15. No connectivity of company or personal IT equipment to any Client Department IT systems is permitted without the prior consent of the Client Department Information Management / Information Technology (IMIT) and IS Branches.
16. When using Client Department approved IT equipment including but not limited to a stand-alone computer, laptop or network island, the Contractor must ensure that there is no connectivity to the outside world (i.e. Internet) or to the Contractor corporate network, without prior consent.
17. COMSEC requirements, if required, (i.e. design of the secure area containing the COMSEC material) must be implemented and maintained throughout the term of the contract.
18. All cryptographic material must be safeguarded as per CSEC and Client Department standards.
19. Media used in the processing of classified material must be documented throughout the life cycle of the contract and will be subject to audit by the Client Department. All media used in the processing of classified or designated material must be returned to the Client Department at the end of the contract for audit and destruction.
20. Contractor personnel and / or all items carried into and out of the Client Department facilities may be subject to physical inspection. Removal of such equipment or personnel is at the discretion of the Departmental Representative. The Departmental Representative, Security personnel, guards on duty all have the right to remove any contractor with minimal or no warning if an operational situation arises and work must be curtailed immediately.
21. No designated or classified material or assets shall be removed from the Client Department facility without the written approval of the Client Department Security Officer or designate.
22. Contractors must, before and after the effective period of this contract, treat as sensitive and not divulge any information related to the administration of operations of the Client Department acquired during the course of this contract. Exceptions must be authorized by the Client Department Security Officer.
23. The work under this contract and the relationship between the Contractors and the Client Department is not to be disclosed or divulged to any third party unless written authorization is provided to the Contractors from the Departmental Representative.
24. The Contractors will not be allowed to use the Client Department's name as a reference for advertising purposes or otherwise.
25. In the interests of National Security, if the Deputy Head is of the opinion that the Work is of a class or kind that involves or in any way affects National Security, he may order the Contractor:
 - To provide the Deputy Head with all information concerning any person(s) employed or to be employed by the Contractor for the purposes of the contract
 - To remove any person from the Work, and the Work site itself, if (in the opinion of the Deputy Head) the person(s) may be a risk to National Security.
 The Contractor shall, at the request of the Departmental Representative, remove any person(s) employed by him for the purposes of the contract who, in the opinion of the Departmental Representative, is incompetent or has conducted themselves improperly, and the Contractor shall not be permitted to return any person(s) who have been initially removed or rejected from the work site.

-
26. Ownership of all information gathered, including enabling notes, financial data and deliverables produces as part of the contract will rest with the Client Department. Furthermore, all information gathered is not to be discussed or released to any other party without the expressed written prior approval of the Departmental Representative.
 27. Project documentation shall only be distributed to consulting and contracting firms directly involved in the execution of the project. Classified documentation shall only be distributed to individuals who have been granted the prerequisite personal security clearances to perform the work.
 28. Reproduction of documentation is prohibited unless pre-approved by the Departmental representative.
 29. Contractor to recover and return all contract related documentation to Departmental representative, upon completion of contract. Retrieve contract documents from all subcontractors, etc. and return to Departmental representative at time of application for Interim Certificate of completion.
 30. Failure to comply with the above guidelines may result in the termination of the contract, and / or the revocation of their clearance, also leading to the end of the contract.

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ANNEX "F"
Submission Checklist

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Checklist

The following list of documents and forms is provided with the intention of assisting the Bidder in ensuring a complete submission.

Complete Submission - one original and three copies

Annex "A" - Project Letter of Reference - duly completed , signed and dated

Annex "B" - Contractor's Consent - signed and dated

Annex "C" - Project Manager's Reference - duly completed, signed and dated

Annex "D" - Superintendent Reference - duly completed, signed and dated

Capability to provide Contract Security - Letter from Surety

Capability to provide Insurance - Letter from Insurer

Rated Requirements Technical Criterion:

Listing provided with relevant experience

The Bidder is responsible for meeting all submission requirements.

If clarification or support documentation is required during the evaluation period, the bidder will have three (3) working days to submit a response to the Contracting Authority from the date and time of the written request. If the clarification or support documentation is not received within that time period no further consideration will be given and your bid will considered non-responsive.



Government of Canada / Gouvernement du Canada

PROTECTED (when completed)

PERSONNEL SCREENING, CONSENT AND AUTHORIZATION FORM

OFFICE USE ONLY		
Reference number	Department/Organization number	File number

NOTE: For Privacy Act Statement refer to Section C of this form and for completion instructions refer to attached instructions. Please typewrite or print in block letters.

A ADMINISTRATIVE INFORMATION (To be completed by the Authorized Departmental/Agency/Organizational Official)

New
 Update
 Upgrade
 Transfer
 Supplemental
 Re-activation

The requested level of reliability/security check(s)

Reliability Status
 Level I (CONFIDENTIAL)
 Level II (SECRET)
 Level III (TOP SECRET)

Other _____

PARTICULARS OF APPOINTMENT/ASSIGNMENT/CONTRACT

Indeterminate
 Term
 Contract
 Industry
 Other (specify secondment, assignment, etc.) _____

Justification for security screening requirement

Position/Competition/Contract number	Title	Group/Level (Rank if applicable)	
Employee ID number/PRI/Rank and Service number (if applicable)	If term or contract, indicate duration period	From	To
Name and address of department / organization / agency	Name of official	Telephone number ()	Facsimile number ()

B BIOGRAPHICAL INFORMATION (To be completed by the applicant)

Surname (Last name) _____ Full given names (no initials) underline or circle usual name used _____ Family name at birth _____

All other names used (i.e. Nickname) _____ Sex Male Female
 Date of birth Y | | | M | | | D | |
 Country of birth _____
 Date of entry into Canada if born outside Canada Y | | | M | | | D | |

RESIDENCE (provide addresses for the last five years, starting with the most current) Home address _____ Daytime telephone number () _____ E-mail address _____

1	Apartment number	Street number	Street name	Civic number (if applicable)	From Y M	To present
	City		Province or state	Postal code	Country	Telephone number ()

2	Apartment number	Street number	Street name	Civic number (if applicable)	From Y M	To Y M
	City		Province or state	Postal code	Country	Telephone number ()

Have you previously completed a Government of Canada security screening form? Yes No
 If yes, give name of employer, level and year of screening. _____ Y | | |

CRIMINAL CONVICTIONS IN AND OUTSIDE OF CANADA (see instructions)

Have you ever been convicted of a criminal offence for which you have not been granted a pardon? Yes No
 If yes, give details. (charge(s), name of police force, city, province/state, country and date of conviction) _____

Charge(s)	Name of police force	City
Province/State	Country	Date of conviction Y M D



PERSONNEL SCREENING, CONSENT AND AUTHORIZATION FORM

PROTECTED (when completed)

Surname and full given names	Date of birth						
	<table style="margin:auto"> <tr> <td>Y</td> <td>M</td> <td>D</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	Y	M	D			
Y	M	D					

C CONSENT AND VERIFICATION (To be completed by the applicant and authorized Departmental/Agency/Organizational Official)

Checks Required (See Instructions)	Applicant's initials	Name of official (print)	Official's initials	Official's Telephone number
1. <input type="checkbox"/> Date of birth, address, education, professional qualifications, employment history, personal character references				()
2. <input type="checkbox"/> Criminal record check				()
3. <input type="checkbox"/> Credit check (financial assessment, including credit records check)				()
4. <input type="checkbox"/> Loyalty (security assessment only)				()
5. <input type="checkbox"/> Other (specify, see instructions)				()

The Privacy Act Statement
 The information on this form is required for the purpose of providing a security screening assessment. It is collected under the authority of subsection 7(1) of the *Financial Administration Act* and the *Government Security Policy (GSP)* of the Government of Canada, and is protected by the provisions of the *Privacy Act* in institutions that are covered by the *Privacy Act*. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to hold the position or perform the contract that is associated with this Personnel Screening Request. Depending on the level of security screening required, the information collected by the government institution may be disclosed to the Royal Canadian Mounted Police (RCMP) and the Canadian Security Intelligence Service (CSIS), which conduct the requisite checks and/or investigation in accordance with the GSP and to entities outside the federal government (e.g. credit bureaus). It is used to support decisions on individuals working or applying to work through appointment, assignment or contract, transfers or promotions. It may also be used in the context of updating, or reviewing for cause, the reliability status, security clearance or site access, all of which may lead to a re-assessment of the applicable type of security screening. Information collected by the government institution, and information gathered from the requisite checks and/or investigation, may be used to support decisions, which may lead to discipline and/or termination of employment or contractual agreements. The personal information collected is described in Standard PIB PSU 917 (Personnel Security Screening) which is used by all government agencies, except the Department of National Defence PIB DND/PPE 834 (Personnel Security Investigation File), RCMP PIB CMP PPU 065 (Security/Reliability Screening Records), CSIS PIB SIS PPE 815 (Employee Security), and PWGSC PIB PWGSC PPU 015 (Personnel Clearance and Reliability Records) used for Canadian Industry Personnel. Personal information related to security assessments is also described in the CSIS PIB SIS PPU 005 (Security Assessments/Advice).

I, the undersigned, do consent to the disclosure of the preceding information including my photograph for its subsequent verification and/or use in an investigation for the purpose of providing a security screening assessment. By consenting to the above, I acknowledge that the verification and/or use in an investigation of the preceding information may also occur when the reliability status, security clearance or site access are updated or otherwise reviewed for cause under the Government Security Policy. My consent will remain valid until I no longer require a reliability status, a security clearance or a site access clearance, my employment or contract is terminated, or until I otherwise revoke my consent, in writing, to the authorized security official.

 Signature Date (Y/M/D)

D REVIEW (To be completed by the authorized Departmental/Agency/Organizational Official responsible for ensuring the completion of sections A, B and C)

Name and title	Telephone number	<div style="border: 1px solid black; width: 100px; height: 100px; margin: auto;"></div>
Address	Facsimile number	

E APPROVAL (To be completed by authorized Departmental/Agency/Organizational Security Official only)

I, the undersigned, as the authorized security official, do hereby approve the following level of screening.

Reliability Status

Approved Reliability Status Not approved

 Name and title

 Signature Date (Y/M/D)

Security Clearance (if applicable)

Level I Level II Level III Not recommended

 Name and title

 Signature Date (Y/M/D)

Comments

PHOTO
 (for Level III T.S.,
 and/or upon request
 - see instructions)



Government
of CanadaGouvernement
du Canada**INSTRUCTIONS FOR PERSONNEL SCREENING CONSENT AND AUTHORIZATION FORM TBS/SCT 330-23E (Rev. 2002/02)**
Once completed, this form shall be safeguarded and handled at the level of Protected A.**General:**

If space allotted in any portion is insufficient please use separate sheet using same format.

1. Section A (Administrative Information) Authorized Departmental/Agency/Organizational Official

The Official, based on instructions issued by the Departmental Security Officer, may be responsible for determining, based on five year background history, what constitutes sufficient verification of personal data, educational and professional qualifications, and employment history. References are to be limited to those provided on the application for employment or equivalent forms.

SUPPLEMENTAL INFORMATION REQUIREMENTSPersons who presently hold a SECURITY CLEARANCE and subsequently marry, remarry or commence a common-law partnership, in addition to having to update sections of the *Security Clearance Form (TBS/SCT 330-60)*, are required to submit an original *Personnel Screening, Consent and Authorization Form*, with the following parts completed:

Part A - As set forth in each question

Part B - As set forth in each question, excluding CRIMINAL CONVICTIONS IN AND OUTSIDE OF CANADA.

Part C - Applicant's signature and date only are required

"Other". This should be used to identify if the security screening is for Site Access, NATO, SIGINT etc.

2. Section B (Biographical Information)To be completed by the *applicant*. If more space is required use a separate sheet of paper. Each sheet must be signed.*Country of Birth - For "NEW" requests, if born abroad of Canadian parents, please provide a copy of your Certificate of Registration of Birth Abroad. If you arrived in Canada less than five years ago, provide a copy of the Immigration Visa, Record of Landing document or a copy of passport.*

- List only criminal convictions for which a pardon has NOT been granted. Include on a separate attached sheet of paper, if more than one conviction. Applicant must include those convictions outside Canada.
- Offences under the *National Defence Act* are to be included as well as convictions by courts-martial are to be recorded.

3. Section C (Consent and Verification)

A copy of Section "C" may be released to institutions to provide acknowledgement of consent.

Criminal record checks (fingerprints may be required) and credit checks are to be arranged through the Departmental Security Office or the delegated Officer.

Consent: may be given only by an applicant who has reached the age of majority, otherwise, the signature of a parent or guardian is mandatory.

The age of majority is:

- 19 years in NFLD., N.S., N.B., B.C., Yukon, Northwest Territories and Nunavut;
- 18 years in P.E.I., Que., Ont., Man., Sask. and Alta.

The applicant will provide initials in the " applicant's initials box".

The official who carried out the verification of the information will print their name, insert their initials and telephone number in the required space.

- Reliability Screening (for all types of screening identified within Section A): complete numbers 1 and 2 and 3 if applicable.
- Security Clearance (for all types of screening identified within Section A): complete numbers 1 to 4 and 5 where applicable.
- Other: number 5 is used only where prior Treasury Board of Canada Secretariat approval has been obtained.

4. Section D (Review)

To be completed by authorized Departmental/Agency/Organizational Official who is responsible for ensuring the completion of sections A to C as requested.

5. Section E (Approval)Authorized Departmental/Agency/Organizational Security Official refers to the individuals as determined by departments, agencies, and organizations that may verify reliability information and/or approve/not approve reliability status and/or security clearances. Approved Reliability Status and Level I, II and III, as well as the signature of the authorized security official or manager are added for Government of Canada use only. Applicants are to be briefed, acknowledge, and be provided with a copy of the "Security Screening Certificate and Briefing Form (TBS/SCT 330-47)".
Note: Private sector organizations do not have the authority to approve any level of security screening.**Photographs:** Departments/Agencies/Organizations are responsible for ensuring that three colour photographs of passport size are attached to the form for the investigating agency. Maximum dimensions are 50mm x 70mm and minimum are 43mm x 54mm. The face length from chin to crown of head must be between 25mm x 35mm. The photographs must be signed by the applicant and an authorized security official. The photographs must have been taken within the last six months. It is required for new or upgrade Level III security clearances for identification of the applicant during the security screening investigation by the investigating agency. The investigating agency may in specific incidents request a photograph for a Level I or II clearances when an investigation is required.