

 Public Works and Government Services Canada		Travaux publics et Services gouvernementaux Canada		N° du documentEE517-141505/A		Part - Partie 1 of - de 2 See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions		
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
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TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Security Requirement
4. Debriefings

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Arrangements
3. Former Public Servant - Notification
4. Applicable laws

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection
3. Security Requirement

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Issuance of a Supply Arrangement **OR**

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Supply Arrangement
5. Authorities
6. Identified Users
7. On-going Opportunity for Qualification
8. Priority of Documents
9. Certifications
10. Applicable Laws

Solicitation No. - N° de l'invitation

EE517-141505/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mtc065

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

EE517-14-1505

File No. - N° du dossier

MTC-3-36386

CCC No./N° CCC - FMS No/ N° VME

B. BID SOLICITATION

1. Bid Solicitation Documents
2. Bid Solicitation Process

C. RESULTING CONTRACT CLAUSES

1. General

List of Annexes:

Annex **A** - **Type** of document (Invitation to tender, Projects estimated to over 100 000 \$)
Annex **B** - Type of document (Invitation to tender, Projects estimated to less than 100,000\$)
Annex **C** - Worksite Health and safety
Annex **D** - Contractor's Guide Orientation
Annex **E** - Mandatory Form - Letter of reference
Annex **F** - Security Requirements Checklist
Annex **G** - List of administrators

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments 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 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes *included*.

Annex **A - Type** of document (Invitation to tender, Projects estimated to over 100 000 \$)

Annex **B** - Type of document (Invitation to tender, Projects estimated to less than 100,000\$)

Annex **C** - Worksite Health and safety

Annex **D** - Contractor's Guide Orientation

Annex **E** - Mandatory Form - Letter of reference

Annex **F** - Security Requirements Checklist

Annex **G** - List of administrators

2. Summary

This requirement consists in issuing Supply Arrangements (SA) for general contracting services for the realization of construction work. The Supply Arrangement will be valid for two (2) years from the date of issue of the first arrangement with the option of three (3) one-year extensions. The maximum amount the Crown can pay pursuant to the Supply Arrangement is estimated at \$2,299,500.00 (including taxes). The work involved in this arrangement will be carried out at:

Maurice Lamontagne Institute, 850 Route de la Mer, Mont-Joli, Quebec
Les Escoumins, 35 Otis Street, Les Escoumins, Quebec

Contracts resulting from the SA will typically range from \$40,000 to 500,000. However, in exceptional circumstances, subsequent contracts may reach \$1 million

The head of the solicitation process and award of contracts is: Public Works and Government Services Canada (PWGSC).

Throughout the term of the Supply Arrangement, interested firms are free to submit their candidature to qualify as potential contractors when a project will be announced in regard to this supply arrangement.

3. Security Requirement

There is a security requirement associated with the requirement of the Supply Arrangement. For additional information, see Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Supply Arrangement and Resulting Contract Clauses.

4. Debriefings

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 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.

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 (2013-06-01) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: sixty (60) days

Insert: hundred-twenty (120) days

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 Arrangements.

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 Authority no later than seven (7) calendar days before the Request for Supply Arrangements (RFSa) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSa to which the enquiry relates. Care should be taken by suppliers to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

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 Quebec.

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

Canada requests that suppliers provide the arrangement in separately bound sections as follows:

Section I:	Technical Arrangement (3 hard copies)
Section II:	Certifications (3 hard copies)

Canada requests that suppliers follow the format instructions described below in the preparation of the arrangement.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Supply Arrangements.

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

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

Section I: Technical Arrangement

In the technical arrangement, suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Certifications

Suppliers must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

4.2 Technical Evaluation

Mandatory Technical Criteria

The Contractor must duly complete and submit the form (letter of reference) in Annex "E". This form must be signed by the client for a project executed by the Contractor within the past five (5) years, that is, since January 1, 2009. The client must be a government, para-governmental, institutional, commercial or industrial client. The project value must have been at least \$300,000 (excluding taxes) and must have involved building, improving, renovating or expanding any type of building. The bidder must have acted as general contractor for this project.

Annex "E" must bear the client's original signature. If the form is not attached to the Bidder's submission, the submission will be deemed non-responsive. The Supply Arrangement Authority reserves the right to contact the client and verify the information provided.

4.3. Basis of Selection

An arrangement must meet the requirements of the request for supply arrangements and meet all the required criteria to be declared admissible

4.4 Security Requirement

1. Before issuance of a supply arrangement, the following conditions must be met:
 - (a) the Supplier must hold a valid organization security clearance as indicated in Part 6A - Supply Arrangement;
 - (b) the Supplier's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6A - Supply Arrangement;
 - (c) the Supplier must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites
2. Suppliers are reminded to obtain the required security clearance promptly. Any delay in the issuance of a supply arrangement to allow the successful supplier to obtain the required clearance will be at the entire discretion of the Supply Arrangement Authority.
3. For additional information on security requirements, suppliers should consult the "Security Requirements for PWGSC Bid Solicitation - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications and documentation to be issued a supply arrangement (SA).

The certifications provided by suppliers to Canada are subject to verification by Canada at all times. Canada will declare an arrangement non-responsive, or will declare a contractor in default, if any certification made by the Supplier is found to be untrue whether during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply with this request will also render the arrangement non-responsive, or will constitute a default under the Contract.

5.1 Code of Conduct and Certifications - Related documentation

By submitting an arrangement, the Supplier certifies that the Supplier and its affiliates are in compliance with the Code of Conduct and Certifications - Arrangement in Section 01 of Standard

Instructions 2008. The related documentation therein required will assist Canada in confirming that the certifications are true.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

The Supply Arrangement covers the Work described in Annex "D"

2. Security Requirement

- 2.1 The following security requirement (SRCL and related clauses) applies and form part of the Supply Arrangement.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE EE517-141505

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

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. Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from the date of issue for 2 years with 3 optional years .

5. Authorities

5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Diane Duval
Title: Supply specialist
Public Works and Government Services Canada
Acquisitions Branch

Telephone: 514-496-3864
Facsimile: 514-496-3822
E-mail address: diane.duval@tpsgc-pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

5.2 Supplier's Representative

(Fill)

Name: _____

Phone: _____

Fax: _____

email: _____

6. Identified Users

The Identified Users *is: PWGSC at Mont-Joli and Les Escoumins*

7. On-going Opportunity for Qualification

A Notice will be posted once a year on the Government Electronic Tendering Service (GETS) to allow new suppliers to become qualified. Existing qualified suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

8. Priority of Documents

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions 2020 (2013-04-25), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex **A - Type** of document (Invitation to tender, Projects estimated to over 100 000 \$)
- (d) Annex B - Type of document (Invitation to tender, Projects estimated to less than 100,000\$)
- (e) Annex **C** - Worksite Health and safety
- (f) Annex **D** - Contractor's Guide Orientation
- (g) Annex E - Mandatory Form - Letter of reference
- (h) Annex F - Security Requirements Checklist
- (i) the Supplier's arrangement dated _____.

9. Certifications

9.1 Compliance

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.

10. 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 Quebec.

B. BID SOLICITATION

1. Bid Solicitation Documents

Canada will use the bid solicitation templates Simple, for low dollar value requirements; MC for medium complexity requirements; HC for more complex requirements, available in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) based on the estimated dollar value and complexity of the requirement.

The bid solicitation will contain as a minimum the following:

- (a) security requirements;
- (b) a complete description of the Work to be performed;
- (c) R2710T General Instructions to Bidders, *project over 100,000\$*
R2410T General Instructions to Bidders, *project less than 100,000\$*
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);

2. Bid Solicitation Process

- 2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA.
- 2.2 The bid solicitation will be sent directly to suppliers.

Annex "A"**Type of document: Invitation to tender for project estimated over 100,000\$****INVITATION TO TENDER****IMPORTANT NOTICE TO BIDDERS****CLAUSES REFERRED TO BY NUMBER (I.E. R2890D) CAN BE FOUND AT THE FOLLOWING WEB SITE**

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

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Bidders", SI10, "Security related requirements" and "Supplementary Conditions" SC01 "Security related requirements, document safeguarding location".

LIMITATION OF LIABILITY

[Include the following for contracts in Low Rise, High Rise or Heritage Buildings as described in the contracting agent's instructions in SC03]

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

ASPHALT CEMENT PRICE ADJUSTMENT

[Include the following when the asphalt cement price adjustment clause is used]

This solicitation includes a price adjustment clause for asphalt cement. Refer to the Supplementary Conditions.

R2940D CLAUSE IS CANCELLED AND SECTION 3.8 OF R2830D IS MODIFIED

Following the repeal of the Fair Wages and Hours of Labour Act, R2940D clause will be non applicable for contracts awarded after January 1st 2014. For contracts awarded prior to that date the clause remains applicable.

As a result section 3.8 of R2830D has been modified as indicated in Supplementary Conditions SC05

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	Mandatory/Optional Site Visit
SI05	Revision of Bid
SI06	Bid Results
SI07	Insufficient Funding
SI08	Bid Validity Period
SI09	Construction Documents
SI10	Security Related Requirements
SI11	Transmission of the Bid by Facsimile or Email
SI12	Web Sites

R2710T GENERAL INSTRUCTIONS TO BIDDERS (GI) (2013-06-27)

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
SC03	Insurance Terms
SC04	Asphalt Price Adjustment

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

Solicitation No. - N° de l'invitation

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EE517-14-1505

MTC-3-36386

BA07 Bid Security

BA08 Signature

APPENDIX 1 - COMBINED PRICE FORM

APPENDIX 2 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

APPENDIX A - SECURITY REQUIREMENT CHECK LIST (SRCL)

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 to Bidders R2710T (2013-06-27). 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 (2013-06-27)
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(s); and
- g. Any amendment issued prior to solicitation closing.

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

2. General Instructions to Bidders is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

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

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 G115 of R2710T, enquiries should be received no later than _____ 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 MANDATORY/OPTIONAL SITE VISIT

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

[Requirement for a mandatory site visit should only be used where there is a real operational requirement, as it is preferable that it be optional so as not to reject bidders that can't comply.]

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

[Specify if mandatory health and safety protection is to be worn by visitors.]

SI05 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is (418) 648-2209

SI06 BID RESULTS

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by calling at No. (418) 649-2888 .

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 GI11 of R2710T

SI09 CONSTRUCTION DOCUMENTS

[Write the additional copies to be received in the space allocated]

The successful Contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of _____ (), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

SI10 SECURITY RELATED REQUIREMENTS

1. At bid closing, the Bidder must hold a valid Security Clearance as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.

2. The Successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. Individuals who do not have the required level of security will not be allowed on site. It is the responsibility of the successful bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful bidder's non-compliance with the mandatory security requirement.

[If there is a requirement for safeguard measures at the Bidder's location, add paragraphs 3 and 4.]

3. The Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Supplementary Clauses (SC01);

4. The Bidder must provide the address of proposed location(s) of work performance or document safeguarding as indicated in Supplementary Clauses (SC01)..

5. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" on the Standard Procurement Documents Web site <http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>.

S11 TRANSMISSION OF THE BID BY FACSIMILE OR EMAIL

Bids transmitted by facsimile or email are not accepted.

SI12 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL>

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

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

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EE517-14-1505

MTC-3-36386

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 PWGWS-TPSGC 506)

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

Standard Acquisition Clauses and Conditions (SACC) Manual

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

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>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY REQUIREMENTS,

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE EE517-141505

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

SC02 LIMITATION OF LIABILITY

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

GC1.6 Indemnification by the Contractor

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

SC03 INSURANCE TERMS

1) Insurance Contracts

(a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.

(b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2) Period of Insurance

(a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.

(b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3) Proof of Insurance

(a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.

(b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5) Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

SC04 ASPHALT CEMENT PRICE ADJUSTMENT

1. The price of asphalt cement incorporated into hot mix asphalt shall be adjusted for each month in which paving occurs when the price index for that month differs by more than 5% from the price index for the month prior to bid closing. The price adjustment shall be calculated in accordance with the applicable price adjustment formula of paragraph 2.

2. Price Adjustment formulae:

a. When the price index, for the month in which paving occurs, is higher than 105% of the price index for the month prior to bid closing, Canada shall pay the Contractor a compensation of:

(Example based on a 5% increase)

$PA = (IM - 1.05 IB) \times \text{quantity of asphalt cement in tons}$

b. When the price index, for the month in which paving occurs, is less than 95% of the price index for the month prior to bid closing, Canada shall deduct an amount from the monthly payment to the Contractor of:

(Example based on a 5% decrease)

$PA = (.95IB - IM) \times \text{quantity of asphalt cement in tons}$

PA = payment adjustment for asphalt cement, in dollars

IB = asphalt cement price index for the month prior to bid closing

IM = asphalt cement price index for the month in which paving occurs

The price index shall be the Asphalt Cement Price Index published monthly by the Ontario Ministry of Transportation (MTO) in the Contract Bulletin displayed on the MTO Web site <http://www.mto.gov.on.ca>. This price index shall be used to calculate the adjustment per ton of all grades of asphalt cement accepted into the Work.

3. For each month in which a payment adjustment is made, Canada shall use the fixed asphalt cement content of the final job mix formula to determine the asphalt cement quantity that is used.

4. The payment adjustments shall be made on the monthly Request for Progress Payment form for the months in which hot mix paving occurs.

SC05 LABOUR

Clause R2830D subsection GC3.8 has been modified as follows;

1. Title has been changed from "Labour and Fair Wages" to "Labour".

2. Delete subsection 1.

3. Following subsections must be renumbered accordingly.

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	(2013-04-25);
GC2	Administration of the Contract	R2820D	(2012-07-16);
GC3	Execution and Control of the Work	R2830D	(2010-01-11);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2010-01-11);
GC6	Delays and Changes in the Work	R2860D	(2013-04-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2880D	(2012-07-16);
GC9	Contract Security	R2890D	(2012-07-16);
GC10	Insurance	R2900D	(2008-05-12);
- Supplementary Conditions
- Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2007-05-25);
- e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

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

3. Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:

http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml.

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

BID AND ACCEPTANCE FORM (BA)**BA01 IDENTIFICATION****[Insert Project Title and location]****BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

BA03 THE OFFER

[Use the following 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 tax(es).
(amount in numbers)

[Use the following 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.

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of sixty [60] 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 [letters] [numbers] 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 tax(s)

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	Class of labour	Unit of	Estimated Quantity	Price per Unit	
Reference	plant or material	measurment	(EQ)	applicable tax(s) extra (PU)	Extended amount (EQ x PU) applicable tax(s) extra

TOTAL EXTENDED AMOUNT (TEA)
Excluding applicable tax(S)

TOTAL BID AMOUNT

TOTAL BID AMOUNT (LSA + TEA)
Excluding applicable tax(S)

Solicitation No. - N° de l'invitation

EE517-141505/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mtc065

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

EE517-14-1505

File No. - N° du dossier

MTC-3-36386

CCC No./N° CCC - FMS No/ N° VME

APPENDIX 2 - COMPLETE LIST OF EACH INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

**NOTE TO BIDDERS
WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES**

Solicitation No. - N° de l'invitation

EE517-141505/A

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MTC-3-36386

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APPENDIX A - SECURITY REQUIREMENT CHECK LIST (SRCL)

(refer to pdf file).

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

Annex "B" Type of document, project estimated less than 100,000\$**INVITATION TO TENDER****IMPORTANT NOTICE TO BIDDERS****THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

For further instructions please consult "Special Instruction to Bidders", SI10, "Security related requirements" and "Supplementary Conditions" SC01 "Security related requirements, document safeguarding location".

LIMITATION OF LIABILITY

[Include the following for contracts in Low Rise, High Rise or Heritage Buildings as described in the contracting agent's instructions in SC03]

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

INSURANCE TERMS

The Insurance Terms have been amended. Refer to the Supplementary Conditions.

ASPHALT CEMENT PRICE ADJUSTMENT

[Include the following when the asphalt cement price adjustment clause is used]

This solicitation includes a price adjustment clause for asphalt cement. Refer to the Supplementary Conditions.

R2940D CLAUSE IS CANCELLED AND SECTION 3.8 OF R2830D IS MODIFIED

Following the repeal of the Fair Wages and Hours of Labour Act, R2940D clause will be non applicable for contracts awarded after January 1st 2014. For contracts awarded prior to that date the clause remains applicable.

As a result section 3.8 of R2830D has been modified as indicated in Supplementary Conditions SC05

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

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 Mandatory/Optional Site Visit
- SI05 Revision of Bid
- SI06 Bid Results
- SI07 Insufficient Funding
- SI08 Bid Validity Period
- SI09 Construction Documents
- SI10 Security Related Requirements
- SI11 Web Sites

R2410T GENERAL INSTRUCTIONS TO BIDDERS (GI) (2013-04-25)

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 Listing of Subcontractors and Suppliers
- GI07 Submission of Bid
- GI08 Revision of Bid
- GI09 Rejection of Bid
- GI10 Bid Costs
- GI11 Procurement Business Number
- GI12 Compliance With Applicable Laws
- GI13 Approval of Alternative Materials
- GI14 Performance Evaluation
- GI15 Conflict of Interest-Unfair Advantage

SUPPLEMENTARY CONDITIONS (SC)

- SC01 Security related requirements
- SC02 Limitation of Liability
- SC03 Insurance Terms
- SC04 Asphalt Price Adjustment
- SC05 Labour

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 Signature

MODIFY, ADD OR DELETE APPENDIXS AS REQUIRED.

APPENDIX 1 - COMBINED PRICE FORM

APPENDIX 2 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

APPENDIX A - SECURITY REQUIREMENT CHECK LIST (SRCL)

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

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 to Bidders R2410T (2013-04-25). 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, R2410T (2013-04-25)
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(s); and
- g. Any amendment issued prior to solicitation closing.

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

2. General Instructions to Bidders is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

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

3. Tenders received by fax will be accepted as official.

R2410T section GI07, add following paragraph;

5. Tenders received by fax will be accepted as official and must meet the following requirements

- a. Must be completed on the Bid and Acceptance Form
- b. Must include a cover page indicating

Project number
Solicitation number
Bidder's name
Closing Date and Time

- c. Must be received before tender closing time at fax number (xxx)xxx-xxxx

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 GI13 of R2410T, enquiries should be received no later than _____ 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.

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

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 MANDATORY/OPTIONAL SITE VISIT

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

[Requirement for a mandatory site visit should only be used where there is a real operational requirement, as it is preferable that it be optional so as not to reject bidders that can't comply.]

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

[Specify if mandatory health and safety protection is to be worn by visitors.]

SI05 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI08 of R2410T. The facsimile number for receipt of revisions is (418) 648-2209

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SI06 BID RESULTS

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by calling at No. (418) 649-2888

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.

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

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 GI09 of R2410T.

SI09 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of _____ (), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

SI10 SECURITY RELATED REQUIREMENTS

1. At bid closing, the Bidder must hold a valid Security Clearance as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.

2. The Successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. Individuals who do not have the required level of security will not be allowed on site. It is the responsibility of the successful bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful bidder's non-compliance with the mandatory security requirement.

4.] [If there is a requirement for safeguard measures at the Bidder's location, add paragraphs 3 and

3. The Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Supplementary Clauses (SC01);

4. The Bidder must provide the address of proposed location(s) of work performance or document safeguarding as indicated in Supplementary Clauses (SC01)..

5. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" on the Standard Procurement Documents Web site <http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>.

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

SI11 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl>

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

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

Standard Acquisition Clauses and Conditions (SACC) Manual
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

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>

Construction and Consultant Services Contract Administration Forms Real Property Contracting
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

SUPPLEMENTARY CONDITIONS (SC)**SC01 SECURITY REQUIREMENTS, DOCUMENT SAFEGUARDING LOCATION**

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE EE517-141505

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

SC02 LIMITATION OF LIABILITY

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

GC1.6 Indemnification by the Contractor

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

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC03 INSURANCE TERMS

1) Insurance Contracts

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2) Period of Insurance

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5) Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

SC04 ASPHALT CEMENT PRICE ADJUSTMENT

1. The price of asphalt cement incorporated into hot mix asphalt shall be adjusted for each month in which paving occurs when the price index for that month differs by more than 5% from the price index for the month prior to bid closing. The price adjustment shall be calculated in accordance with the applicable price adjustment formula of paragraph 2.

2. Price Adjustment formulae:

a. When the price index, for the month in which paving occurs, is higher than 105% of the price index for the month prior to bid closing, Canada shall pay the Contractor a compensation of:

(Example based on a 5% increase)

$PA = (IM - 1.05 IB) \times \text{quantity of asphalt cement in tons}$

b. When the price index, for the month in which paving occurs, is less than 95% of the price index for the month prior to bid closing, Canada shall deduct an amount from the monthly payment to the Contractor of:

(Example based on a 5% decrease)

$PA = (.95IB - IM) \times \text{quantity of asphalt cement in tons}$

PA = payment adjustment for asphalt cement, in dollars

IB = asphalt cement price index for the month prior to bid closing

IM = asphalt cement price index for the month in which paving occurs

The price index shall be the Asphalt Cement Price Index published monthly by the Ontario Ministry of Transportation (MTO) in the Contract Bulletin displayed on the MTO Web site <http://www.mto.gov.on.ca>. This price index shall be used to calculate the adjustment per ton of all grades of asphalt cement accepted into the Work.

3. For each month in which a payment adjustment is made, Canada shall use the fixed asphalt cement content of the final job mix formula to determine the asphalt cement quantity that is used.

4. The payment adjustments shall be made on the monthly Request for Progress Payment form for the months in which hot mix paving occurs.

SC05 LABOUR

Clause R2830D subsection GC3.8 has been modified as follows;

1. Title has been changed from "Labour and Fair Wages" to "Labour".

2. Delete subsection 1.

3. Following subsections must be renumbered accordingly.

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EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

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	(2013-04-25);
GC2	Administration of the Contract	R2820D	(2012-07-16);
GC3	Execution and Control of the Work	R2830D	(2010-01-11);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2550D	(2010-01-11);
GC6	Delays and Changes in the Work	R2860D	(2013-04-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2884D	(2008-05-12);
GC10	Insurance	R2900D	(2008-05-12);
Supplementary Conditions			
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
- e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

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

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

BID AND ACCEPTANCE FORM (BA)**BA01 IDENTIFICATION**

[Insert Project Title and location]

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

BA03 THE OFFER

[Use the following 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 tax(es).
(amount in numbers)

[Use the following 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.

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of sixty [60] 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 [letters] [numbers] weeks from the date of notification of acceptance of the offer.

BA07 SIGNATURE

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

Signature

Date

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

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.

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.

LUMP SUM AMOUNT (LSA)
(Excluding applicable tax(s))

Specification Reference	Class of Labour, Plant or Material	Unit of Measur-ement	EstimatedQuantit y (EQ)	Price per Unit applicable taxe(s) extra (PU)	Extended amount (EQ x PU) applicable taxe(s) extra
----------------------------	--	-------------------------	----------------------------	---	---

TOTAL EXTENDED AMOUNT (TEA)

Excluding applicable tax (s)

TOTAL BID AMOUNT**TOTAL BID AMOUNT (LSA + TEA)**

Excluding applicable tax (s)

APPENDIX 2 - COMPLETE LIST OF EACH INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

**NOTE TO BIDDERS
WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES**

EE517-141505/A

mtc065

EE517-14-1505

MTC-3-36386

APPENDIX A - SECURITY REQUIREMENT CHECK LIST (SRCL)

Insérer LVERS reçu du gestionnaire de projet.

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

ANNEX C WORKSITE HEALTH AND SAFETY

Every project under the Supply Arrangement (SA) must be carried out in accordance with this "Worksite Health and Safety" clause. When the worksite has specific hazards that are not covered by this clause, one or more specific clauses may be added to the specifications (for example, specific requirements for scaffolding, hot work, confined spaces). For each project, a site-specific prevention program must be developed and the other requirements of this clause must also be respected when applicable.

SECTION 1 - GENERAL CLAUSES

The Contractor must manage his/her activities so as to ensure that the health and safety of the public and site workers, and the protection of the environment always take precedence over cost and scheduling considerations.

1.1 Legislation and standards

.1 Canada Labour Code, Part II, Canada Occupational Health and Safety Regulations

.2 Canadian Standards Association (CSA)

Standards: Notwithstanding the publication date of the standards indicated in the Safety Code for the construction industry, the version in effect at the time of application must always be used.

.3 Act respecting occupational health and safety, R.S.Q., c. S-2.1

.4 Safety Code for the construction industry, S-2.1, r. 6

.5 The Contractor must submit to the Departmental Representative, within 24 business hours, an investigation report for any accident involving injury or any incident exposing a potential hazard.

.6 The Contractor must submit to the Departmental Representative all material safety data sheets for hazardous materials to be used on the worksite at least three business days before they are to be used.

.7 The Contractor must submit to the Departmental Representative copies of the training certificates required to implement the accident prevention program, namely:

General occupational health and safety course for construction sites;
Safety officer certification;
Workplace first aid and cardiopulmonary resuscitation;
Work likely to produce asbestos dust;
Work in confined spaces;
Padlocking procedure;
Wearing and adjustment of personal protective equipment; and
Any other training prescribed in applicable regulations or under the prevention program.

.8 Medical examinations

Where a medical examination is required under a statute, regulations, a directive, specifications or an accident prevention program, the Contractor must

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

Prior to the start of work, submit to the Departmental Representative proof of medical examination for its supervisory staff and any employees who will be on the worksite at the start of the work; and

Thereafter, submit without delay and as needed proof of medical examination for every newcomer to the worksite who is subject to the first paragraph of this clause.

.9 Emergency plan

The emergency plan, as described in section 1.7.3, must be submitted to the Departmental representative at the same time as the accident prevention program.

.10 Notice of site opening

The notice of site opening must be submitted to the Commission de la santé et de la sécurité du travail (CSST) prior to the start of work, with a copy submitted to the Departmental Representative. A copy of the notice must also be posted in full view at the site. When the work is completed, a notice of site closing must be submitted to the CSST, with a copy to the Departmental Representative.

11. Plans and certificates of compliance

The Contractor must submit to the CSST and to the Departmental Representative a copy, signed and sealed by an engineer, of all plans and certificates of compliance required under the Safety Code for the construction industry (S-2.1, r. 6) or under any other legislation, regulations or clause in the specifications or contract. Copies of these documents must be available at the site at all times.

.12 Certificate of compliance issued by the CSST

The certificate of compliance is a document issued by the CSST confirming that the Contractor is in good standing with the CSST, that is, that the Contractor has paid the CSST all amounts owed relating to a given contract. This certificate must be submitted to the Departmental Representative upon completion of the work.

1.3 Identification of hazards, work methods, equipment and facilities

.1 The Contractor must identify all hazards inherent in each task carried out at the site.

.2 The Contractor must plan and organize work so as to eliminate hazards at source and promote mutual protection, thereby minimizing reliance on personal protective equipment. Where personal fall protection is needed, workers must use safety harnesses that meet CSA standard Z 259.10 M90. Safety belts must not be used for fall protection purposes.

.3 Equipment, tools and protective devices that cannot be installed or used without compromising the health and safety of workers or the public must be deemed inadequate for the work to be performed.

.4 All mechanical equipment must be inspected prior to delivery to the site. Before using any mechanical equipment, the Contractor must submit to the Departmental Representative a certificate of compliance signed by a qualified mechanic.

If the Departmental Representative suspects there is a defect or accident risk, he/she may, at any time, order the immediate shutdown of the equipment and require a re-inspection by an expert of his/her choosing.

1.4 Occupational health and safety meetings

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

.1 A representative of the Contractor with decision-making authority must attend all meetings at which occupational health and safety is being discussed.

.2 The Contractor must set up a site committee and hold meetings in compliance with the requirements of the Safety Code for the construction industry.

1.5 Statutory and regulatory requirements

.1 The Contractor must comply with all legislation, regulations and standards applicable to the performance of the work.

.2 The Contractor must comply with prescribed standards and regulations to ensure safe operations at sites contaminated by hazardous or toxic materials.

.3 Notwithstanding the publication date of the standards indicated in the Safety Code for the construction industry, the version in effect at the time of application must always be used.

1.6 Site-specific conditions

The Contractor must take into consideration the following characteristics of the building when developing the site-specific prevention program:

1. Presence of asbestos, particularly in the mechanical insulation of some pipes;
2. Presence of confined spaces; these spaces are identified by warning signs. If necessary, consult the building representatives to obtain information regarding the specific hazards associated with each confined space;
3. Presence of laboratories; consult the building representatives to obtain information regarding specific hazards;
4. Presence of high spaces inside the building; and
5. Work on the wharf, work around water.

1.7 Occupational health and safety management

.1 The Contractor must acknowledge and assume all tasks and obligations normally assigned to the Principal Contractor under the Act respecting occupational health and safety (R.S.Q., c. S-2.1) and the Safety Code for the construction industry (S-2.1, r. 6).

.2 The Contractor must develop a site-specific accident prevention program based on the hazards identified and implement this program from the start of the project until the final stage of demobilization. The accident prevention program must take into account the information in section 1.6 and must be submitted to all parties concerned, in accordance with the provisions set out in section 1.2.

At a minimum, the accident prevention program must include the following:

1. Company occupational health and safety policy;
2. Description of the work, total cost of the work, schedule and projected staff curve;
3. Organization chart showing occupational health and safety responsibilities;
4. Physical and material layout of the site;
5. Emergency response and first-aid standards;
6. Identification of site-specific hazards;
7. Identification of hazards related to the tasks to be performed, including accident prevention measures and the procedures for implementing them;
8. Training requirements;
9. Accident/injury procedure;
10. A written undertaking from all parties to comply with the prevention program; and
11. A site inspection checklist based on the prevention measures.

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

.3 Emergency plan

The Contractor must draw up an effective emergency plan that takes into account the characteristics and constraints of the site and surrounding area. The emergency plan must be submitted to all parties, in accordance with section 1.2.

The emergency plan must include the following:

- Evacuation procedure;
- Names of resources (police, fire department, ambulance, etc.);
- Names of emergency response officers at the site;
- Names of first-aiders;
- Training requirements for those responsible for implementing the plan; and
- Any other information that may be needed in light of the site.

1.8 Responsibilities

.1 Regardless of the size of the worksite or how many workers are present, the Contractor must designate one individual as the supervisor and person responsible for occupational health and safety. The Contractor must take all necessary measures to ensure the health and safety of persons and the security of property on and in the immediate vicinity of the worksite and likely to be affected by the work.

.2 The Contractor must take all necessary measures to enforce and ensure compliance with the health and safety requirements set out in the contract documents, applicable federal and provincial regulations and applicable standards as well as the site-specific prevention program, and must comply promptly with any order or correction notice issued by the Commission de la santé et de la sécurité du travail.

.3 The Contractor must take all necessary measures to keep the worksite clean and orderly throughout the course of the work.

1.9 Communications and signage

.1 Take such measures as are needed to ensure effective communication of information concerning occupational health and safety.

As soon as workers arrive on the worksite, they must be informed of the details of the prevention program and their obligations and rights. The Contractor must insist on the right of employees to refuse to perform a task if they believe the work may compromise their own health, safety or physical integrity, or that of other persons at the worksite. The Contractor must keep a written record of all information communicated to workers and obtain the signature of every worker who receives the information.

.2 The following information and documents must be posted in a location readily accessible to all workers:

1. Notice of site opening;
2. Name of the Principal Contractor;
3. Company policy on occupational health and safety;
4. Site-specific prevention program;
5. Emergency plan;
6. Safety data sheets for all hazardous materials used on the worksite;
7. Minutes of worksite committee meetings;
8. Names of the worksite committee members;
9. Names of the first-aiders; and

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

10. Action and correction reports issued by the CSST.

1.10 Unforeseen hazards

Where a potential hazard that was not mentioned in the specifications and could not be identified during the preliminary site inspection arises in the course of or as a result of the work, the Contractor must immediately suspend work, take appropriate temporary measures to protect the workers and the public, and notify the Departmental Representative, both verbally and in writing. The Contractor must then make the necessary changes to the prevention program to resume work under safe conditions.

1.11 Worksite inspection and measures to remedy hazardous situations

.1 The Contractor must inspect work areas and complete the site inspection checklist at the intervals specified in each call up.

.2 The Contractor must immediately take all necessary measures to correct any lapses from legislative or regulatory requirements and any hazardous situations identified by a government inspector, by the Departmental Representative or by the Occupational Health and Safety Coordinator or during regular inspections.

.3 The Contractor must submit to the Departmental Representative written confirmation of all measures taken to correct lapses and hazardous situations.

.4 Work stoppage

The Contractor must give the safety officer or, when there is no safety officer, the person assigned to health and safety responsibilities, full authority to order work stopped and resumed as and when deemed necessary or desirable for health and safety reasons. The person designated to be responsible for health and safety must ensure that the health and safety of the public and site workers, and environmental protection always take precedence over cost and scheduling considerations.

Without limiting the scope of sections 1.7 and 1.8, the Departmental Representative or any person designated by PWGSC to manage or supervise the project may, at any time, order work to be stopped if, in his/her opinion, there is a hazard or threat to the health and safety of site personnel, the public or the environment.

1.12 Blasting

.1 Blasting or any other use of explosives is not permitted without prior written authorization from the Departmental Representative.

.2 Any operation involving explosives must be carried out under the immediate supervision of a qualified blaster.

.3 The purchase, transport, storage and use of explosives must comply with all applicable federal and provincial legislation:

Canada: Explosives Act (E-22), Explosives Regulations (C.R.C. c. 599), Magazine Standards for Blasting Explosives and Detonators, Transportation of Dangerous Goods Act and Transportation of Dangerous Goods Regulations.

Quebec: Act respecting Explosives (E-22), Regulation under the Act respecting Explosives (E 22, r.1), Safety Code for the construction industry (S-2.1, r.6), and Transportation of Dangerous Substances Regulation.

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

.4 The Contractor must obtain all permits required pursuant to the legislation and regulations referred to above, and must keep a copy on hand at the site.

.5 The Contractor must facilitate inspection of the site, stored explosives and the vehicles used to transport explosives by any government representatives and police officers whose jurisdiction encompasses explosives.

1.13 Explosive-actuated tools and other cartridge devices

.1 The use of explosive-actuated tools and other cartridge devices must be authorized by the Departmental Representative.

.2 Any person using an explosive-actuated tool must have a training certificate and must meet all the requirements of section 7 of Quebec's Safety Code for the construction industry (S 2.1, r. 6).

.3 Cartridge devices must be used in accordance with the manufacturer's specification and applicable standards and regulations.

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

ANNEX D - CONTRACTOR'S GUIDE ORIENTATION

Execution of Work and Orientation Guide for Contractors

INTRODUCTION

Some buildings have an orientation guide for contractors, the purpose of which is to familiarize contractors and subcontractors overseeing work in the building with the rules and procedures to be followed before the work begins. Contractors must then convey the information in this document to their employees and subcontractors. Contractors must also submit their own "orientation guide" (for the project or worksite) and a risk assessment before starting construction.

The Departmental Representative will provide you with a copy of this handbook, if necessary.

Service must not be interrupted without prior authorization

Seventy-two business hours' prior authorization is required to bypass or interrupt the following systems: fire alarm, any active system related to the Life Safety System, and mechanical or electrical, ventilation or air conditioning systems.

Welding, hole drilling, use of heavy and noisy equipment and service interruptions (water, electricity, etc.) without authorization are strictly prohibited.

RULES AND PROCEDURES FOR BUILDING ACCESS

Departmental Representative will provide the rules and procedures applicable to any individual or company performing work inside and/or outside the building. This list is not limited to the items mentioned and may be subject to change without prior notice.

GENERAL INFORMATION

Building access

An access request must be completed by the project superintendent and sent to the person identified by PWGSC at least 72 business hours prior to the start of work. The following information is required: name of the Contractor, name and emergency telephone number for the Project Superintendent or the individual in charge who will be on site, names of all employees working on the contract, and the work start and end times. Provision should also be made for guard needs (security escort) in all areas of the building.

Please note that the Contractor and subcontractors must respect the schedule issued and may not enter the building outside of prescribed hours or access it whenever they want without the authorization of the Departmental Representative or PWGSC management.

Security and identification

All employees working on the site must register at the security office upon arrival in buildings where such an office exists. Identification cards issued by the building's security service, if there is one, and/or the local authorities must be visible at all times. Cards must be returned when employees leave. The attendance list, working hours, and names and telephone numbers of contractors or their representatives working in the building must be given to the Departmental Representative each day for the purpose of making observations regarding the sites.

Hours of work

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

The hours of work of employees in the buildings are generally from 7 a.m. to 5 p.m., Monday to Friday. However, please note that some units work 24 hours a day.

The Departmental Representative must receive the work request in writing at least 72 business hours in advance. This request must include the work schedule (planned start and end times), labour, address of the building, floors involved and planned disconnections, etc. (see the paragraph on service interruptions). Work schedules must be approved by the Departmental Representative in charge, with the agreement of the real property coordinator or the team leader, if there is one.

Garage access

Access to the garage, when the building has one, must be authorized by the Departmental Representative before the work begins.

Loading dock and deliveries

The loading dock (if applicable) must be used solely for delivering or loading equipment. Building employees and clients have priority. All security measures must be observed during use of the loading dock. All deliveries must be made through the loading dock. Since a security officer must be on the premises while the dock is being used for work done on weekends or during silent hours, arrangements must be made with the Departmental Representative or his/her designate at least 72 business hours in advance.

Elevator

The authorization of the Departmental Representative is required for the use of elevators or freight elevators, where available. Seventy-eight business hours' notice must be given for extended use (e.g., major move). Users must comply with operating standards and prescribed capacities.

Health and safety

All workers must comply with health and safety requirements under the Quebec Safety Code for the construction industry and the Quebec Act respecting occupational health and safety (CSST) and with any additional requirements indicated in the work specifications. The Departmental Representative and/or Project Officer will inspect the job site throughout the course of the work. Observation reports will be filed in each contractor's performance record.

Work in confined spaces

Any work in confined spaces must be carried out by employees who have received the appropriate training. The Contractor must submit his/her work procedures and a PWGSC Representative must issue a permit before the work begins; the permit must be signed by workers and supervisors entering type 2 or 3 confined spaces.

Fire evacuation plan

You must familiarize yourself with the emergency evacuation plan, which is generally posted near the elevators and/or staircases.

Medical or fire emergencies

In the event of an emergency (fire, accident, etc.) immediately call 911 and on-site security. If a fire is detected and you are unable to control it, go to the nearest manual fire alarm (pull station), pull the handle and evacuate the premises.

Manual fire alarms (pull stations)

Manual fire alarms (pull stations) are usually located near stairwells and in the main corridors.

Fire extinguishers and hoses

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

Fire extinguishing stations are located on designated columns.

Heat and smoke detectors

Buildings are usually protected by heat and smoke detectors and equipped with a computer-controlled system. Contractors will be charged for service interruptions that interrupt client operations if they forget to deactivate the detectors prior to starting work.

Welding and cutting

Authorization and a hot work permit (heat, smoke and odour) are required for any welding or cutting work. These authorizations are issued by the Departmental Representative and/or the Maintenance Technical Advisor. Arrangements must be made 72 business hours in advance.

Bypassing fire alarms

The Departmental Representative must contact the Maintenance Technical Advisor at least 72 business hours in advance to make arrangements for and obtain the necessary authorizations to bypass the fire alarms.

Fire sprinkler system

Buildings are usually protected by a sprinkler system. Any work done close to sprinklers must be carried out with great care.

Water damage and mechanical breakage

Any water damage, mechanical breakage or other damage must be reported to the Technical Advisor (daytime) at the number provided to you by the Departmental Representative and to the National Call Centre (all other times) at 1 800 463 1850. The Project Authority must then be called on his/her cell phone and informed of the situation.

Explosive-actuated tools

The use of explosive-actuated tools (e.g., Ramset) is strictly prohibited.

Known risks

Buildings may contain asbestos fibres used for pipe insulation. Should the existence of hazardous materials be suspected or discovered, the Departmental Representative in charge must be notified immediately, before the work proceeds. In addition, if there are gas lines, high-pressure steam pipes and/or chemicals in the building, their location will be specified in call-ups.

Roof access

In government-owned buildings, access to the roof is prohibited unless authorized by the Departmental Representative.

Signage

Bilingual signs must be displayed in every work location. These signs must indicate the potential risks and dangers to the physical integrity of workers and the public.

WHMIS - Safety data sheets

The Contractor must have up-to-date safety data sheets for all WHMIS-regulated hazardous materials that are brought into the building. These safety data sheets must be kept on-site for consultation if needed.

Tools

The Contractor will ensure that it has all the equipment, tools, materials and machinery necessary to carry out the work required. PWGSC will not lend tools, equipment or machinery.

Noisy work

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

All noisy work must be done outside normal business hours, that is, between 5 p.m. and 6 a.m. (or according to the client's activities).

Electrical panel

The Contractor will advise the Maintenance Technical Advisor of any changes made to electrical panels. In addition, the Contractor must fill out the Request for Isolation Form when it is required, before starting any electrical work. When the electrical work is completed, the Contractor must also fill in the Log Book.

Storing of materials

The storing of materials must be approved by the Departmental Representative.

Padlocking

A padlocking procedure must be used where there is the slightest risk of electrocution, burns, crushing or other injuries caused by moving parts. The procedure must be submitted in writing to the Departmental Representative before the work begins.

Work area cleanliness

The Contractor is responsible for the cleanliness of the work area during and after work, and for the removal of debris and waste materials. The building maintenance department is not responsible for cleaning work areas after work. If the services of maintenance staff are required, the Contractor will be charged.

Tobacco use

Smoking in the buildings is prohibited.

Protocol

PWGSC has a zero-tolerance policy on drug and alcohol use at work by its employees and representatives. This also applies to contractors.

Parking

Contractors must submit a request in advance (if required) to the Departmental Representative and/or the Building Manager in the case of rentals.

Washrooms

Workers must use the washrooms designated by the Departmental Representative in charge.

Statutory holidays

Federal buildings recognize all federal and provincial holidays, including Remembrance Day and Saint Jean-Baptiste Day.

Cameras

It is strictly prohibited to take photographs inside the building for any reason whatsoever without the consent of the relevant authorities.

EE517-141505/A

mtc065

Client Ref. No. - N° de réf. du client
EE517-14-1505File No. - N° du dossier
MTC-3-36386

CCC No./N° CCC - FMS No./N° VME

ANNEX E - MANDATORY FORM - LETTER OF REFERENCE

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

1. Project executed for a governmental, para-governmental, institutional, commercial or industrial client,
2. Project which's initial value was at least 300,000\$ dollars per building (including GST),
3. Project completed within the last five (5) years,

This hereby confirms that the following contractor: _____

executed the work for the following project _____

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

Summary of work done on project:

Client Name
(Block Letters)

Title

Signature

Company Name

Telephone

Date

Initial Contract value (including GST)

Final Contract value (including GST)

Original expected Contract Completion date

Actual Contract Completion date

Solicitation No. - N° de l'invitation

EE517-141505/A

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

EE517-14-1505

Amd. No. - N° de la modif.

File No. - N° du dossier

MTC-3-36386

Buyer ID - Id de l'acheteur

mtc065

CCC No./N° CCC - FMS No./N° VME

ANNEX F - Security Requirements Checklist
(refer to pdf file)

EE517-141505/A

mtc065

EE517-14-1505

MTC-3-36386

ANNEX G - LIST OF ADMINISTRATORS

COMPLETE LIST OF EACH INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

NOTE TO BIDDERS WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EE517-141505

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Travaux Publics et Services Gouvernementaux Canada		2. Branch or Directorate / Direction générale ou Direction Biens Immobiliers	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail Description: (AMA) arrangement en matière d'approvisionnement - Entrepreneur Général Lieu: (Mont-Joli) 850 route de la Mer. Mont-Joli, Qc, G5H 3Z4 et (Les Escoumins) 35 rue Otis, Les Escoumins, Qc, G0T 1K0			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
6. Indicate the type of access required - Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

Security Classification / Classification de sécurité



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EE517-141505

Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

☒ No
Non ☐ Yes
Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets:
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

☒ No
Non ☐ Yes
Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:

Document Number / Numéro du document:

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

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

☒ RELIABILITY STATUS
COTE DE FIABILITÉ ☐ CONFIDENTIAL
CONFIDENTIEL ☐ SECRET
SECRET ☐ TOP SECRET
TRÈS SECRET ☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

☐ TOP SECRET - SIGINT
TRÈS SECRET - SIGINT

☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☐ NATO SECRET
NATO SECRET

☐ SITE ACCESS
ACCÈS AUX EMBLEMES

Special comments:

Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

*Selon le type de contrat, l'entrepreneur
pourrait être appelé à être escorté à
certains endroits d'un magasin d'employés
présent.*

UK
28/11/11

10. b) May unsecured personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

☒ No
Non ☐ Yes
Oui

If Yes, will unsecured personnel be escorted:

Dans l'affirmative, le personnel en question sera-t-il escorté?

☐ No
Non ☐ Yes
Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

☒ No
Non ☐ Yes
Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No
Non ☐ Yes
Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☒ No
Non ☐ Yes
Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

☒ No
Non ☐ Yes
Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

☒ No
Non ☐ Yes
Oui

Security Classification / Classification de sécurité



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

EE517-141505

Security Classification / Classification de sécurité

PART C (continued) / PARTIE C (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential NATO Confidentiel	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media Support TI																
IT Link Lien électronique																

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

☒ No
Non

☐ Yes
Oui

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

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

☒ No
Non

☐ Yes
Oui

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

Security Classification / Classification de sécurité



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EE 517-141505

Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)

Chantal Bourbeau

Title - Titre

Gestionnaire des biens et des
immeubles

Signature

Chantal Bourbeau

Telephone no. - N° de téléphone

(418) 649-2701

Facsimile - Télécopieur

(418) 649-2898

E-mail address - Adresse courriel

chantal.bourbeau@tpsgc.gc.ca

Date

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)

Nicole Ruelland

Title - Titre

Agente de surêté

Signature

Nicole Ruelland

28/11/13

Telephone no. - N° de téléphone

(418) 648-5968

Facsimile - Télécopieur

(418) 648-3383

E-mail address - Adresse courriel

nicole.ruelland@dfo-mpo.gc.ca

Date

19/11/13

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☒ No

☐ Yes

Non Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Dany Hudon

Title - Titre

Agent des immeubles et des
installations

Signature

Dany Hudon

Telephone no. - N° de téléphone

(418) 649-2984

Facsimile - Télécopieur

(418) 649-2898

E-mail address - Adresse courriel

dany.hudon@tpsgc.gc.ca

Date

2013-11-28

17. Contracting Security Authority / Autorisé contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Jacques Saumur

Telephone no. - N° de téléphone

() - -

Facsimile - Télécopieur

() - -

E-mail address - Adresse courriel

Date

12-DEC-2013

Jacques Saumur

Contract Security Officer, Contract Security Division

Jacques.Saumur@tpsgc-pwgsc.gc.ca

Tel/Tél - 613-948-1732 / Fax/Téléc - 613-954-4171

Security Classification / Classification de sécurité