

Solicitation No. - N° de l'invitation

EF970-133134/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

qcm004

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

EF970-133134

File No. - N° du dossier

QCM-2-35624

CCC No./N° CCC - FMS No/ N° VME

Note to Existing Suppliers:

Supply Arrangements (SA)s issued to Suppliers under EF970-133134/A will not be affected by this solicitation (EF970-133134/B). No response to this solicitation is required from Existing Suppliers if they would like their Supply Arrangement to remain as is.

As required, revisions to existing Supply Arrangements will be issued at the same time as the new Supply Arrangements are awarded in order to ensure that the Supply Arrangement and Resulting Contract clauses issued under EF970-133134 are consistent.

NOTICE TO BIDDERS

A Supply Arrangement (SA) is a method of supply used by Public Works and Government Services Canada (PWGSC) to procure goods and services. A SA is an arrangement between Canada and pre-qualified suppliers that allows identified users to solicit bids from a pool of pre-qualified suppliers for specific requirements within the scope of a SA.

A SA is not a contract for the provision of the goods and services described in it and neither party is legally bound as a result of signing a SA alone. The intent of a SA is to establish a framework to permit expeditious processing of "individual bid solicitations" which result in legally binding contracts for the goods and services described in those bid solicitations

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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 Appendixes include the Statement of Work (Appendix A) and the Attachments (Appendix B).

2. Summary

- (i) Public Works and Government Services Canada (PWGSC) receives requests on a regular basis from various federal departments for work to be carried out on different types of storage tank systems at federal facilities.

The main types of storage tank systems that are used in the marine environment and on land are, without being limited to, the following:

- fuel distribution tanks (fuel dispensing system, service station, marine, heliport, airport, etc.)
- storage tanks (used oil, petroleum depot, etc.)
- emergency power generator supply tanks
- oil-burning equipment supply tanks
- oil-water separators

The types of services required under this supply arrangement are as follows:

- Project for the construction of storage tank systems in the marine environment or on land (including the removal, modification, installation and/or decommissioning of this type of equipment)
 - Servicing of storage tank systems in the marine environment or on land (including a service call to inspect, solve or repair equipment problems such as oil leaks)
 - Maintenance of storage tank systems in the marine environment or on land (including preventive maintenance of pumps on a fuel dispensing system, pressure tests, leak detection tests, etc.)
- (ii) the Identified User for this SA; is Public Works and Government Services Canada, Quebec Region
- (iii) the period of the SA is from the SA date to April 30, 2019;
- (iv) suppliers must provide a list of names , or other related information as needed, pursuant to section 01 of Standard Instructions 2008.
- (v) The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- (vi) This procurement contract may be designated, in whole or in part, by one or several designated users as a set-aside for Aboriginal business pursuant to the federal government's Procurement Strategy for Aboriginal Business (PSAB).

In such cases and further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

3. 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 (2014-03-01) 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: two hundred (200) 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.

Transmission of arrangements by facsimile to PWGSC (418-648-2209) will be accepted.

Due to the nature of the Request for Supply Arrangements, transmission of arrangements by email 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 five (5) 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.

6. 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 (5 hard copy)

Section II: Certifications (1 hard copy)

Section III: Additional Information (1 hard copy)

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) (<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.

1.1 Arrangements multiples

- 1.1.1 A Proponent may not submit more than one arrangement. This limitation also applies to the persons or entities in the case of a joint venture. If more than one arrangement is received from a Proponent (or, in the case of a joint venture, from the persons or entities), all such arrangements shall be rejected and no further consideration shall be given.
- 1.1.2 A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
- 1.1.3 An arrangement whereby Canada contracts directly with a prime consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the Consultant Team by more than one Proponent. The Proponent

warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.

- 1.1.4 Notwithstanding paragraph 1.1.3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Proponent shall not include in its submission another Proponent as a member of its consultant team, as a sub-consultant or specialist consultant.
- 1.1.5 Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

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.

The suppliers should use forms 2 and 3 of attachment 1 - "Supply Arrangement submission forms" of Appendix B to present part of their technical bid.

Section II: Certifications

The supplier must submit the certifications required under Part 5.

Section III: Additional Information

The suppliers should provide the following informations about their representatives:

- (a) Name, title, telephone and fax numbers as well as the email address of the resource person for **regular bid solicitations** for contracts resulting from this supply arrangement
- (b) Name, title, telephone and fax numbers as well as the email address of the resource person for **urgent bid solicitations during regular working hours** (8:00 a.m. to 5:00 p.m., Monday to Friday)
- (c) Name, title, telephone and fax numbers as well as the email address of the resource person for **urgent bid solicitations outside of regular working hours, including evenings, weekends and holidays**.

The suppliers should use Form 1 of attachment 1 - "Supply Arrangement Submission Form" of **Appendix B** to provide the additional information.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

- (a) The supplier must hold a valid subclass 1.8 licence ("petroleum equipment installation contractor") from the Régie du Bâtiment du Québec. **The supplier must attach a copy of this document to its technical arrangement in order to demonstrate compliance with this criterion.**
- (b) The supplier must be a member of the Association des entrepreneurs pétroliers du Québec (AEQP) and **must attach a valid copy of its AEQP certificate to the technical arrangement in order to demonstrate that it meets this criterion.**
- (c) The supplier must have at least two (2) Class A crew leaders, as defined in article 1.01, item 9(i) of Decree No. 573-76. **To demonstrate this, the supplier must include the names of these two crew leaders in its technical arrangement (see Form 2 in Attachment 1 - Technical Arrangement Submission Forms).** To assess this mandatory technical criterion, the evaluation committee will telephone the person on the Comité paritaire d'installation d'équipement pétrolier du Québec (Quebec parity committee of petroleum equipment installation) who is in charge of the Decree respecting the installation of petroleum equipment and check with that person as to whether or not the crew leaders whose names are provided by the supplier do in fact hold Class A certificates.
- (d) The supplier must demonstrate that **it has carried out and successfully completed at least two (2) projects in each service category (see service categories listed below)** during the period between June 1, 2010, and the date of issuance of the supplier's arrangement. To demonstrate this, the supplier must submit the following information for each of the projects:
 - (i) project title
 - (ii) client's name and contact information for a resource person (this will allow the evaluation team to check the accuracy of the information provided); this verification is made at the evaluation team's discretion)
 - (iii) description of the work carried out by the supplier
 - (iv) accurate identification of the service category associated with the project
 - (v) project cost
 - (vi) work period

The supplier must describe the projects using Form 3 - Project Description Form available in Attachment 1 - Technical Arrangement Submission Form of Appendix B. A similar project may be used to demonstrate the supplier's experience in more than one service category.

Catégories de service:

- A- **Project for the construction of storage tank systems in the marine environment or on land** (including removal, modification, installation and/or decommissioning)
- B- **Servicing of storage tank systems in the marine environment or on land** (including a service call to inspect, solve or repair equipment problems such as oil leaks)
- C- **Maintenance of storage tank systems in the marine environment or on land** (including preventive maintenance of pumps on a fuel dispensing system, pressure tests, leak detection tests, etc.)

2. Basis of Selection - Mandatory Technical and Financial Evaluation Criteria

An arrangement must comply with the requirements of the Request for Supply Arrangements and meet all mandatory technical evaluation criteria to be declared responsive. Please note that a Suppliers qualified as an Aboriginal business for Aboriginal procurement will also be automatically qualified for general procurement.

A single SA will be issued to an Aboriginal business suppliers who qualify for both Aboriginal and general procurement.

3. Financial Viability

SACC Manual clause S0030T (2011-05-16) Financial Viability

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.

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

1.1 Code of Conduct and Certifications - Related documentation

By submitting an arrangement, the Supplier certifies 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.

2. Additional Certifications Precedent to Issuance of a Supply Arrangement

The certifications listed below should be completed and submitted with the arrangement, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Supply Arrangement Authority will so inform the Supplier and provide the Supplier with a time frame within which to meet the requirement. Failure to comply with the request of the Supply Arrangement Authority and meet the requirements within that time period will render the arrangement non-responsive.

2.1 Status and Availability of Resources

SACC Manual clause S3005T (2008-12-12) Status and Availability of Resources.

2.2 Requirements related to the Set-Aside Program for Aboriginal Business

- (a) This procurement contract may be designated, in whole or in part, by one or several designated users as a set-aside for Aboriginal business pursuant to the federal government's Procurement Strategy for Aboriginal Business (PSAB). In order to be considered as an Aboriginal Business, Suppliers must complete and sign the certification entitled "Owner/Employee Certification - Set-aside for Aboriginal Business" included in **attachment 2** - "Aboriginal Business Certification" of Appendix B.
- (b) By executing the certification, the Supplier warrants that it is an Aboriginal business as defined in the federal government's Procurement Strategy for Aboriginal Business (PSAB).

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

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

2. Security Requirement

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

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 (2014-03-01) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

3.2 Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in this paragraph. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Supply Arrangement Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

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The data must be submitted to the Supply Arrangement Authority no later than fifteen (15) calendar days after the end of the reporting period.

If the Offeror fails to provide the completed reports in accordance with the instructions above, Canada may set aside the SA and take corrective measures in relation to the Offeror's performance.

Example of the information required in these reports :

REPORT

SUPPLY ARRANGEMENTS (SA)

#EF970/133134/___/QCW

Execution of work on different types of storage tank systems

Offeror : _____

Reporting Period : from _____ to _____

set-aside for Aboriginal business pursuant to the federal government's Procurement Strategy for Aboriginal Business (PSAB).

Contract number	Date of the Contract	Contract Value (\$)	Set-aside procurement for Aboriginal business as per the PSAB (yes / no)
Total value of the contract on this report:			

Signature: _____

Date (YYYY-MM-DD): _____

4. Term of Supply Arrangement

4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from the Supply Arrangement date to **April 30, 2019.**

5. Authorities

5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: François Thellend
Public Works and Government Services Canada
Supply Directorate
1550, D'Estimauville Avenue
Quebec City, Quebec, G1J 0C7

Telephone : 418-649-2889
Fax : 418-648-2209
Email : francois.thellend@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

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6. Identified Users

The Identified User is: Public Works and Government Services Canada, Quebec Region.

7. On-going Opportunity for Qualification

A Request for Supply Arrangements will be issued in accordance with the process set out below 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 (2014-03-01), General Conditions - Supply Arrangement - Goods or Services
- (c) Appendix A, Statement of Work
- (d) 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.

9.2 Aboriginal Business Certification

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

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3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

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 Invitation to Tender template of Appendix B (attachment 3 - "Template: Invitation to tender for projects estimated at less than \$ 100,000" or attachment 4 - "Template: Invitation to tender for projects estimated at less than \$100,000") applicable based on the estimated value of the requirement. These templates being updated regularly, the most recent version available at the time of issuance of the bid solicitation will be used. Please note that the templates of appendix B won't be updated to reflect the latest version available.

The bid solicitation will contain as a minimum the following:

- a) a complete description of the Work to be performed;
- b) R2710T General Instruction to Bidders **or** R2410T General Instructions to Bidders (depending of the value of the requirement).

Paragraph 4 et 5 de la paragraph GI01 Code of Conduct and Certifications - Bid is replace by the following:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.
 5. Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.)
- c) bid preparation instructions;
 - d) instructions for the submission of bids (address for submission of bids, bid closing date and time); and
 - e) conditions of the resulting contract.

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 as per the table below:

	Requirement with an estimated value between \$0.00 and \$24,999.99, including the applicable taxes	Requirement with an estimated value between \$25,000.00 and the AIT threshold (currently \$100,000.00), including the applicable taxes	Requirement with an estimated value above the AIT threshold (currently \$100,000.00)
Bid solicitation process	The bid solicitation will be sent directly to suppliers	The bid solicitation will be sent directly to suppliers	The bid solicitation will be sent directly to suppliers
Minimum period for submitting a bid	The designated user determines the number of calendar days when the bid solicitation is issued. If it is not urgent, at least 48 business hours	<p>The designated user determines the number of calendar days when the bid solicitation is issued depending on the complexity of the project.</p> <p>If the requirement is not urgent, the minum period shall be 5 business days.</p> <p>The urgency of the requirement must be acknowledged and approved by the Supply Arrangement Authority prior to the issuance of the bid solicitation.</p>	Minimum of 15 calendar days
Contract placed by	The designated user	The designated user	A buyer from the Supply Directorate of Public Works and Government Services Canada, Quebec region.

	Requirement with an estimated value between \$0.00 and \$24,999.99, including the applicable taxes	Requirement with an estimated value between \$25,000.00 and the AIT threshold (currently \$100,000.00), including the applicable taxes	Requirement with an estimated value above the AIT threshold (currently \$100,000.00)
Number of suppliers for all bids	<p>1 supplier determined by rotation will be invited to bid</p> <p>OR</p> <p>If Canada determines that it is more efficient and cost effective to do so, Canada may use the competition as follows:</p> <p>1 supplier determined by rotation + one or more suppliers chosen by the designated user</p> <p>Total = Minimum of 2</p>	<p>3 suppliers determined by rotation will be invited to bid</p> <p>OR</p> <p>If Canada determines that it is more efficient and cost effective to do so, Canada may use the competition as follows:</p> <p>3 suppliers determined by rotation + one or more suppliers chosen by the designated user</p> <p>Total = minimum of 4</p>	All qualified suppliers will be invited to bid
Bid receiving address	<p>To the location specified by the designated user for non-competitive bid solicitation (1 supplier)</p> <p>OR</p> <p>Bid Receiving Unit 1550 D'Estimauville Avenue Quebec City, Quebec G1J 0C7</p> <p>For competitive bid solicitation (2 suppliers or more)</p>	<p>Bid Receiving Unit 1550 D'Estimauville Avenue Quebec City, Quebec G1J 0C7</p>	<p>Bid Receiving Unit 1550 D'Estimauville Avenue Quebec City, Quebec G1J 0C7</p>

3. Rotational selection method

3.1 Supply Arrangement (SA) number for each supplier

For the awarding of supply arrangements, a number will be randomly assigned to each supplier.

Each supplier will be given a number obtained randomly using the RAND() function in MS Excel. (<http://office.microsoft.com/en-ca/excel-help/rand-HP005209229.aspx?CTT=1>).

Suppliers will be ranked on the basis of these numbers. The first SA will be awarded to the supplier with the lowest number, the second to the supplier with the second lowest number and so on.

Additional suppliers that get added to the suppliers list will get the next available number (example: if there are 4 qualified suppliers on the list, the new supplier will get SA number 005). If more than one supplier has to be added to the list at once, the SA number will be generated randomly using the RAND() function from MS Excel.

3.2 Regular supplier rotation tables

3.2.1 For requirements with an estimated value between \$0.00 and \$24,999.99 (applicable taxes included), the rotation will be carried out in the following manner:

Request no	Supplier number (determined by the SA number)
1	Supplier 001
2	Supplier 002
3	Supplier 003
4	Supplier 001
5	Supplier 002
6	Supplier 003
7	Supplier 004 (new supplier)
8	Supplier 001
All new suppliers who are qualified during the period of the SA will be added to this rotation. Once all the suppliers have had a turn, Canada will start the rotation over at supplier 001.	

Note : In this example, there were 3 suppliers at the beginning of the rotation and due to the on-going qualification process, a fourth supplier got added to the rotation.

3.2.2 For requirements with an estimated value between \$25,000.00 and the AIT threshold (currently \$100,000.00) including all applicable taxes, the rotation will be as follow:

Request number	Supplier number (determined by the SA number)		
1	Supplier 001	Supplier 002	Supplier 003
2	Supplier 004	Supplier 005 (new supplier)	Supplier 001
3	Supplier 002	Supplier 003	Supplier 004
4	Supplier 005 (new supplier)	Supplier 001	Supplier 002
All new suppliers who are qualified during the period of the SA will be added to this rotation. Wonce all the suppliers have had a turn, Canada will start the rotation over at supplier 001.			

Note : In this example, we had 4 suppliers at the beginning of the rotation and due to the on-going qualification process, a fifth supplier got added to the rotation.

3.3 Rotation table for Aboriginal suppliers only

For all solicitations reserved for Aboriginal suppliers, as per the federal government's Procurement Strategy for Aboriginal Business (PSAB), the same rotation mechanism will be used as that for regular suppliers as set out in sections 3.2.1 and 3.2.2. Aboriginal suppliers will have the same SA number as the one assigned to them as regular suppliers and they will be included in both lists..

3.4 Basis of Selection for contract award

A bid must comply with all requirements of the bid solicitation to be declared responsive. For competitive bid where more then one bid is received, the responsive bid with the lowest evaluated price will be recommended for award of a contract.

For non-competitive bid solicitation where only one supplier is invited to bid, if the price is deemed too high and Canada and the supplier can't agree on a revised negotiated price, Canada retains the right to return in solicitation with one or multiple suppliers, as per the prescription of the SA.

3.5 General information

Bid solicitations made by the designated user as part of this SA will be established using PWGSC's *PWGSC-TPSGC 9400-3, Bid Solicitation* form. The contracts will be drafted using the *PWGSC-TPSGC 9400-4, Contract* form.

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C. RESULTING CONTRACT CLAUSES

1. General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

Please refer to the models of attachments 3 and 4 of Appendix B to identify the general conditions applicable to subsequent contracts. Given that these models are updated regularly, take note that the most up to general conditions at the time of issuance of the bid solicitation will apply to the subsequent contracts.

APPENDIX A

STATEMENT OF WORK

A1. INTRODUCTION

Public Works and Government Services Canada (PWGSC) receives requests on a regular basis from various federal departments for work to be carried out on different types of storage tank systems at federal facilities.

The main types of storage tank systems that are used in the marine environment and on land are, without being limited to, the following:

- fuel distribution tanks (fuel dispensing system, service station, marine, heliport, airport, etc.)
- storage tanks (used oil, petroleum depot, etc.)
- emergency power generator supply tanks
- oil-burning equipment supply tanks
- oil-water separators

A.2 Geographic area

The geographic area covered by this SA is limited to the province of Quebec, except for the following area:

- the area covered by the James Bay and Northern Quebec Agreement (JBNQA) Comprehensive Land Claims Agreement (CLCA), as defined in Contracting Policy Notice 1997-8 issued by the Treasury Board Secretariat on December 10, 1997.

A.3 DESCRIPTION OF WORK AND SERVICES

The types of services required under this supply arrangement are as follows:

- **Project for the construction of storage tank systems in the marine environment or on land** (including the removal, modification, installation and/or decommissioning of this type of equipment)
- **Servicing of storage tank systems in the marine environment or on land** (including a service call to inspect, solve or repair equipment problems such as oil leaks)
- **Maintenance of storage tank systems in the marine environment or on land** (including preventive maintenance of pumps on a fuel dispensing system, pressure tests, leak detection tests, etc.)

This supply arrangement will allow PWGSC to have work carried out by qualified, licensed, competent suppliers at competitive prices.

With respect to contracts awarded under this supply arrangement, suppliers will be called on to meet the following requirements:

- Provide the tools, equipment, materials, safe work methods and labour required to carry out and complete the requested work in compliance with regulatory requirements and applicable best practices. However, PWGSC reserves the right to provide certain pieces of equipment and materials.

-
- Each contract resulting from this SA must be performed in accordance with the plans and specifications, technical directive, maintenance specification or specific scope of work established by the identified user. These documents will be included in the bid solicitation and the resulting contract.

A3.1 Requirements concerning the performance of work

When stipulated in the contract resulting from the SA, the supplier must submit shop drawings and outline the method it intends to use to carry out the work, for approval by the identified user's representative.

The supplier must perform the work, repairs, maintenance and inspections in accordance with the applicable acts, regulations, codes, standards and best practices in effect, with the main ones being, but not limited to, the following:

- Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations;
- Environmental Code of Practice for Aboveground and Underground Storage Tank Systems of the Canadian Council of Ministers of the Environment (CCME);
- Part 4 of the National Fire Code of Canada (NFCC), Canada 1995;
- Installation Code for Oil Burning Equipment, CAN/CSA-B139-09;
- Emergency Electrical Power Supply for Buildings, CAN/CSA-C282-05;
- Chapter VIII, "Petroleum Equipment Installations" of the Construction Code adopted under the Building Act (R.R.Q., c. B-1.1);
- Chapter VI, "Petroleum Equipment Installations" in the Safety Code adopted under the Building Act (R.R.Q., c. B-1.1);
- Storage, Handling and Dispensing of Aviation Fuels at Aerodromes, CSA B836.

Throughout the period of the SA, the supplier must hold specialized licences from the Régie du bâtiment du Québec (RBQ) for the type of work required and must be a bona fide member of the Association des entrepreneurs pétroliers du Québec (AEQP). If part of the work is subcontracted to another company, the supplier must provide that company's name and show that the latter holds the appropriate licences to perform the work assigned to it.

The work must be performed by qualified personnel who hold all the certificates and qualifications required by the Comité paritaire d'installation d'équipement pétrolier du Québec, Decree No. 573 76. The supplier is responsible for ensuring that the requirements related to qualifications are met, for each of the specialities required in the contracts resulting from this SA. Furthermore, in some contracts awarded under this SA, the identified user may require that employees assigned to carry out the work hold the requisite certificates and/or other qualifications from the various manufacturers of the equipment that is the subject of the work.

The identified user will monitor the work and obtain from the accredited inspector (a person recognized by the RBQ) to whom the user previously gave the contract, the compliance certificates related to the installation, removal and/or alteration of storage tank systems, as required under the regulations. This means that the supplier will never have to provide this service.

Lastly, if any work is to be carried out in confined spaces, the supplier must demonstrate that the employees assigned to carry out the work have the required training certificates for working in confined spaces in addition to first aid training. The bid request will state these requirements when applicable.

A3.2 Availability and time frames

The supplier must identify one or more representatives who can be reached by telephone or fax, without delay, during regular working hours, from 8:00 a.m. to 5:00 p.m., Monday to Friday. Work may sometimes be required on an emergency basis. The supplier must therefore also be reachable within a maximum of one hour by telephone outside regular working hours, that is, during the evening and on weekends and holidays.

Some contracts valued at less than \$25,000 resulting from this supply arrangement may be urgent in nature. In such cases, the contractor may be expected to begin the work within a very short time period (e.g., begin work no more than 2 hours after the contract is awarded under the SA). When awarded a contract for urgent work, the supplier must secure the site, making it safe for occupants and the public, and repair or protect the equipment from further damage. The supplier must ensure that the site has suitable protection against the risk of fire and environmental spills. Once the equipment is deemed safe, the supplier must provide, by the next business day, a detailed estimate of the cost to fully repair and restore the apparatus to normal working order. It must also notify the identified user in writing of any time frames for obtaining materials.

The contract to repair the equipment following an emergency must comply with the scope of this SA and consequently, if the work is valued at more than \$ 25,000 (tax included), a competitive bid solicitation process will be used to solicit bids.

The contracts awarded under this SA may require that part or all of the work be done during the evening, on weekends or on holidays. The supplier must be available to carry out the work during these periods.

A3.3 Temporary Services

The specifications applicable to each bid request will indicate whether temporary services will be made available to the Contractor and will specify the nature and terms of access.

A3.4 Management of contaminated soil

Throughout the term of the contracts resulting from this SA, the supplier agrees to assume all environmental responsibilities. The solicitation will specify when an environmental insurance is required.

If the identified user determines that soil has become contaminated during the work, specific instructions will be relayed to the supplier's project authority. Management of contaminated soil has not been identified as a service required under this SA. Nonetheless, PWGSC reserves the right to request soil excavation services under the SA.

A3.5 Responsibility of supplier and occupational health and safety

Throughout the term of the contracts resulting from this SA, the supplier agrees to assume all of the responsibilities normally assigned to the foreman pursuant to Quebec's Act respecting occupational health and safety and to act as site supervisor.

The supplier must assume responsibility for any accident or damage caused to government property or to any person on the site by its employees. It must repair the damage at its own expense, to the satisfaction of the identified user.

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The supplier must assume responsibility for any accident or damage that its equipment causes to government property or to any person present on the site if the equipment is defective or has been left unattended. The supplier must repair the damage at its own expense, to the satisfaction of the identified user.

The supplier must assume full responsibility for the security of its equipment and materials during and outside work hours. Canada will not be responsible for any vandalism, theft or losses. The supplier must always inform the identified user about any problems that it cannot solve.

The specifications applicable to each bid request will specify the specific the applicable health and safety terms.

APPENDIX B

ATTACHMENTS

Attachment 1

Supply Arrangement submission forms

The forms in this attachment must be included in the supplier's technical arrangement.

Form 1 - Supplier's representatives

- (a) Resource person for regular bid solicitations for contracts resulting from this supply arrangement:

Name of resource person: _____

Title : _____

Telephone : _____

Fax : _____

Email : _____

- (b) Resource person for urgent bid solicitations during regular working hours (8:00 a.m. to 5:00 p.m., Monday to Friday):

Name of resource person: _____

Title : _____

Telephone : _____

Fax : _____

Email : _____

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- (c) Resource person for urgent bid solicitations outside of regular working hours, including evenings, weekends and holidays:

Name of resource person: _____

Title : _____

Telephone : _____

Fax : _____

Email : _____

Form 2 - List of Class A crew leaders as defined in article 1.01, item 9(i), of Decree No. 573-76

- (a) Name of crew leader 1:

- (b) Name of crew leader 2:

Form 3 - Project Description Form

Project 1	
Project Title	
Client	Organization : Name of resource person: Telephone of resource person : Email address of resource person :
Description of the work performed by the supplier :	
Service category associated with the project :	Please check the appropriate box. More than one item may be checked if the project corresponds to more than one service category: <input type="checkbox"/> A - Project for the construction of storage tank systems in the marine environment or on land (including the removal, modification, installation and/or decommissioning of this type of equipment) <input type="checkbox"/> B - Servicing of storage tank systems in the marine environment or on land (including a service call to inspect, solve or repair equipment problems such as oil leaks) <input type="checkbox"/> C - Maintenance of storage tank systems in the marine environment or on land (including preventive maintenance of pumps at a distribution station, pressure tests, leak detection tests, etc.)
Project Cost :	
Work period:	Start date of work (day, month) : End date of work (day, month) :

Project 2	
Project Title	
Client	Organization : Name of resource person: Telephone of resource person : Email address of resource person :
Description of the work performed by the supplier :	
Service category associated with the project :	Please check the appropriate box. More than one item may be checked if the project corresponds to more than one service category: <input type="checkbox"/> A - Project for the construction of storage tank systems in the marine environment or on land (including the removal, modification, installation and/or decommissioning of this type of equipment) <input type="checkbox"/> B - Servicing of storage tank systems in the marine environment or on land (including a service call to inspect, solve or repair equipment problems such as oil leaks) <input type="checkbox"/> C - Maintenance of storage tank systems in the marine environment or on land (including preventive maintenance of pumps at a distribution station, pressure tests, leak detection tests, etc.)
Project Cost :	
Work period:	Start date of work (day, month) : End date of work (day, month) :

Project 3	
Project Title	
Client	Organization : Name of resource person: Telephone of resource person : Email address of resource person :
Description of the work performed by the supplier :	
Service category associated with the project :	Please check the appropriate box. More than one item may be checked if the project corresponds to more than one service category: <input type="checkbox"/> A - Project for the construction of storage tank systems in the marine environment or on land (including the removal, modification, installation and/or decommissioning of this type of equipment) <input type="checkbox"/> B - Servicing of storage tank systems in the marine environment or on land (including a service call to inspect, solve or repair equipment problems such as oil leaks) <input type="checkbox"/> C - Maintenance of storage tank systems in the marine environment or on land (including preventive maintenance of pumps at a distribution station, pressure tests, leak detection tests, etc.)
Project Cost :	
Work period:	Start date of work (day, month) : End date of work (day, month) :

Project 4	
Project Title	
Client	Organization : Name of resource person: Telephone of resource person : Email address of resource person :
Description of the work performed by the supplier :	
Service category associated with the project :	Please check the appropriate box. More than one item may be checked if the project corresponds to more than one service category: <input type="checkbox"/> A - Project for the construction of storage tank systems in the marine environment or on land (including the removal, modification, installation and/or decommissioning of this type of equipment) <input type="checkbox"/> B - Servicing of storage tank systems in the marine environment or on land (including a service call to inspect, solve or repair equipment problems such as oil leaks) <input type="checkbox"/> C - Maintenance of storage tank systems in the marine environment or on land (including preventive maintenance of pumps at a distribution station, pressure tests, leak detection tests, etc.)
Project Cost :	
Work period:	Start date of work (day, month) : End date of work (day, month) :

Project 5	
Project Title	
Client	Organization : Name of resource person: Telephone of resource person : Email address of resource person :
Description of the work performed by the supplier :	
Service category associated with the project :	Please check the appropriate box. More than one item may be checked if the project corresponds to more than one service category: <input type="checkbox"/> A - Project for the construction of storage tank systems in the marine environment or on land (including the removal, modification, installation and/or decommissioning of this type of equipment) <input type="checkbox"/> B - Servicing of storage tank systems in the marine environment or on land (including a service call to inspect, solve or repair equipment problems such as oil leaks) <input type="checkbox"/> C - Maintenance of storage tank systems in the marine environment or on land (including preventive maintenance of pumps at a distribution station, pressure tests, leak detection tests, etc.)
Project Cost :	
Work period:	Start date of work (day, month) : End date of work (day, month) :

Project 6	
Project Title	
Client	Organization : Name of resource person: Telephone of resource person : Email address of resource person :
Description of the work performed by the supplier :	
Service category associated with the project :	Please check the appropriate box. More than one item may be checked if the project corresponds to more than one service category: <input type="checkbox"/> A - Project for the construction of storage tank systems in the marine environment or on land (including the removal, modification, installation and/or decommissioning of this type of equipment) <input type="checkbox"/> B - Servicing of storage tank systems in the marine environment or on land (including a service call to inspect, solve or repair equipment problems such as oil leaks) <input type="checkbox"/> C - Maintenance of storage tank systems in the marine environment or on land (including preventive maintenance of pumps at a distribution station, pressure tests, leak detection tests, etc.)
Project Cost :	
Work period:	Start date of work (day, month) : End date of work (day, month) :

Attachment 2

Aboriginal Business Certification

This attachment must be filled out by offerors who want to qualify for an SA for Aboriginal businesses.

Set-aside for Aboriginal Business

1. A portion of this procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4 Requirements for the Set-aside Program for Aboriginal Business, of the *Supply Manual*.
2. The Supplier:
 - (i) certifies that it meets, and will continue to meet throughout the duration of the Arrangement, the requirements described in the above-mentioned annex.
 - (ii) agrees that any subcontractor it engages under the Arrangement must satisfy the requirements described in the above-mentioned annex.
 - (iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Supplier must check the applicable box below:
 - (i) The Supplier is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

 - (ii) The Supplier is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Supplier must check the applicable box below:
 - (i) The Aboriginal business has fewer than six full-time employees.

OR

 - (ii) The Aboriginal business has six or more full-time employees.
5. The Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Supplier must provide all reasonably required facilities for any audits.
6. By submitting an arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

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Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Supply Arrangement Authority, the Supplier must provide the following certification for each owner and employee who is Aboriginal:

- “1. I am _____ (*insert* "an owner" *and/or* "a full-time employee") of _____ (*insert name of business*), and an Aboriginal person, as defined in Annex 9.4 of the *Supply Manual*, entitled "Requirements for the Set-aside Program for Aboriginal Business" .
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date”

Attachment 3

Template : Invitation to tender for projects estimated at more than \$ 100,000
(template provide for information only - the most recent version of this document at the time of the bid solicitation will be used)

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

INSURANCE TERMS

The Certificate of Insurance and it's instructions has been replaced. (Completed certificate is NOT required at bid closing).

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 is canceled for contracts awarded after January 1st 2014. For contracts awarded prior to that date the clause remains applicable.

The "Code of Conduct" is replaced with "Integrity Provision" and some modifications to the clause where done. See GI01 of R2710T.

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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Integrity Provisions – Associated Information
- SI02 Bid Documents
- SI03 Enquiries during the Solicitation Period
- SI04 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

R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2014-03-01)

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 Integrity Provisions - 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 Insurance Terms

CONTRACT DOCUMENTS (CD)

BID AND ACCEPTANCE FORM (BA)

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

APPENDIX 1 - COMBINED PRICE FORM

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

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of General Instructions – Construction Services – Bid Security Requirements, R2710T. The associated information required within the Integrity Provisions 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 - Construction Services - Bid Security Requirements R2710T (2014-03-01)
- 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 - Construction Services - Bid Security Requirements R2710T 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 GI15 of R2710T, enquiries should be received no later than seven (7) 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 SITE VISIT

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

SI05 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with 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

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 _____ (), 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

ESCORT ONLY

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

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 PWGWSC-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/5/R>

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 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.

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 – Construction Services	R2810D	(2014-03-01);
GC2	Administration of the Contract	R2820D	(2012-07-16);
GC3	Execution and Control of the Work	R2830D	(2014-03-01);
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);
 - e. Allowable Costs for Contract Changes Under GC6.4.1
Supplementary Conditions R2950D (2007-05-25);
 - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - h. 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.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

[Insérer titre du projet et l'emplacement]

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

BA03 THE OFFER

[Utilisez le texte suivant pour des marchés à prix forfaitaires seulement (sans prix unitaires)]

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)

[Utilisez le texte suivant pour des marchés à prix combiné seulement (avec prix unitaires)]

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 - Construction Services - Bid Security Requirements.

BA08 SIGNATURE

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

Signature

Date

Attachment 4

Template: Invitation to tender for projects estimated at less than \$ 100,000
(template provide for information only - the most recent version of this document at the time of the bid solicitation will be used)

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

INSURANCE TERMS

The Certificate of Insurance and its instructions has been replaced. (Completed certificate is NOT required at bid closing).

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 is canceled for contracts awarded after January 1st 2014. For contracts awarded prior to that date the clause remains applicable.

The "Code of Conduct" is replaced with "Integrity Provision" and some modifications to the clause where done. See GI01 of R2410T.

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Integrity Provisions – Associated Information
SI02	Bid Documents
SI03	Enquiries during the Solicitation Period
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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 - CONSTRUCTION SERVICES (GI) (2014-03-01)

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	Integrity Provisions - 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	Insurance Terms
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CONTRACT DOCUMENTS (CD)

BID AND ACCEPTANCE FORM (BA)

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

APPENDIX 1 - COMBINED PRICE FORM

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

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of General Instructions Construction Services, R2410T. The associated information required within the Integrity Provisions 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 - Construction Services, R2410T (2014-03-01)
 - 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- Construction Services R2410T 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 G13 of R2410T, enquiries should be received no later than seven (7) 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 SITE VISIT

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

SI05 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with G108 of R2410T. 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 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 _____ (), 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

ESCORT ONLY

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

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:

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>

Standard Acquisition Clauses and Conditions (SACC) Manual
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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 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.

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

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;
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GC3	Execution and Control of the Work	R2830D	(2014-03-01);
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);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
	Supplementary Conditions		
 - 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.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

[Insérer titre du projet et l'emplacement]

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

BA03 THE OFFER

[Utilisez le texte suivant pour des marchés à prix forfaitaires seulement (sans prix unitaires)]

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)

[Utilisez le texte suivant pour des marchés à prix combiné seulement (avec prix unitaires)]

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

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.

	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit 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 (LSA +TEA) Excluding applicable tax(s)
