

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC  
11 Laurier St./11 rue Laurier  
Place du Portage, Phase III  
Core 0A1 / Noyau 0A1  
Gatineau, Québec K1A 0S5

**INVITATION TO TENDER**  
**APPEL D'OFFRES**

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

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

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

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

**Comments - Commentaires**

CE DOCUMENT COMPORTE DES EXIGENCES  
RELATIVES À LA SÉCURITÉ/THIS DOCUMENT  
CONTAINS A SECURITY REQUIREMENT

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

**Issuing Office - Bureau de distribution**

Construction Services Division/Division des services  
de construction  
11 Laurier St./11 Rue Laurier  
3C2, Place du Portage  
Phase III  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> rehab. des fenetre/window rehab.	
<b>Solicitation No. - N° de l'invitation</b> EP788-150512/A	<b>Date</b> 2014-09-19
<b>Client Reference No. - N° de référence du client</b> 20150512	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$FG-340-65759
<b>File No. - N° de dossier</b> fg340.EP788-150512	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-10-16</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Brouillet, Richard	<b>Buyer Id - Id de l'acheteur</b> fg340
<b>Telephone No. - N° de téléphone</b> (819) 956-0457 ( )	<b>FAX No. - N° de FAX</b> (819) 956-8335
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Public Works and Government Services Canada 229 Wellington Street Confederation Building Ottawa, ON K1A0H9	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## 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".

#### **LIMITATION OF LIABILITY**

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

#### **SUPPORT THE USE OF APPRENTICES**

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in Federal Construction and Maintenance Projects. Refer to SI11.

#### **MANDATORY BID REQUIREMENTS**

This requirement contains mandatory requirements in order for the bid to be responsive. Please refer to SI04. **Failure to include the mandatory requirements may render your bid non-responsive.**

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## **CONTRACT DOCUMENTS (CD)**

### **BID AND ACCEPTANCE FORM (BA)**

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## **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 GI01 Integrity Provisions - Bid of General Instructions Construction Services - Bid Security Requirements. 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. Bid Security Requirements of General Instructions - Construction Services - Bid Security Requirements (GI)
- 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.

### **SI03 DEFINITION OF BIDDER**

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

### **SI04 MANDATORY REQUIREMENTS**

1. The following documents must be included in order for the bid to be considered responsive.

- a. Completed Bid and Acceptance Form(BA)
- b. Completed Mandatory Qualifications Form (Appendix 3)
- c. Acceptable Bid Security(in accordance with GI08 - Bid Security Requirements of General Instructions - Construction Services - Bid Security Requirements (GI)).

### **SI05 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 Bid Security Requirements of General Instructions - Construction Services - Bid Security Requirements (GI), 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.

#### **SI06 OPTIONAL SITE VISIT**

There will be a site visit on **September 30, 2014 at 10:00am**. Interested bidders are to meet at the Security Desk of the Confederation Building, 229 Wellington Street, Ottawa, ON.

**Please Note: The names of each individual attending the site visit and their date of birth must be provided to the Contracting Officer 48 hours prior to the site visit (by 10:00am, September 26, 2014) in order to be guaranteed (unless denied by security) access to the site. All names are to be submitted to the Contractual Authority Richard Brouillet by e-mail at richard.brouillet@tpsgc-pwgsc.gc.ca or by facsimile (819)956-8335. Individuals whose names have been submitted late may be refused access to the site visit.**

#### **SI07 REVISION OF BID**

1. A bid may be revised by letter or facsimile in accordance with GI10 of Bid Security Requirements of General Instructions - Construction Services - Bid Security Requirements. The facsimile number for receipt of revisions is (819) 956-1459.

#### **SI08 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 faxing at No. (819) 956-1459.

#### **SI09 INSUFFICIENT FUNDING**

1. 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 not be reached, Canada shall exercise option (a) or (b).

Canada

## SI10 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 SI10 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 SI10 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 Bid Security Requirements of General Instructions - Construction Services - Bid Security Requirements.

## SI11 SECURITY RELATED REQUIREMENTS

1. 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.
2. 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>.

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**SI12 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA AND DEFENCE  
CONSTRUCTION CANADA APPRENTICE PROCUREMENT INITIATIVE**

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (Appendix 2) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Appendix 2.

If you accept fill out and sign Appendix 2.

*The journey-person-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

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## SI13 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&section=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>

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?>

## General Instructions - Construction Services - Bid Security Requirements(GI)

### GI01 Integrity Provisions - Bid

1. Bidders must comply with the *Code of Conduct for Procurement*. In addition bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts, and submit bids as well as enter into contracts only if they will fulfill all obligations of the Contract.
2. By submitting a bid bidders confirm that they understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of contract award. If it is determined, after contract award that the Bidder made a false declaration, Canada will, following a notice period have the right to terminate the Contract for default. The Bidder will be required to diligently maintain up-to-date the information requested. The Bidder and any of the Bidder's Affiliates, will also be required to remain free and clear of any acts or convictions specified in these Integrity Provisions during the period of any contract resulting from this bid solicitation.
3. Affiliates  
For the purpose of these Integrity Provisions, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Bidder's Affiliates if:
  - a. directly or indirectly either one controls or has the power to control the other, or
  - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in these Integrity Provisions which has the same or similar management, ownership, or principal employees, as the case may be.

4. Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner. Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.  
If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.  
Canada may, at any time, request that the Bidder provide properly completed and signed consent forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent

forms and associated information within the time frame provided, or failure to cooperate to the verification process will result in the bid being declared non-responsive.

5. The Bidder must diligently inform Canada in writing of any changes affecting the list of names of directors during this procurement process as well as during the contract period. The Bidder must also, when requested, provide Canada with properly completed and signed consent forms.
6. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified in these Integrity Provisions, through independent research, use of any government resources or by contacting third parties.
7. By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
8. Time Period  
The Time Period is 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge.  
In addition, for a conviction under paragraphs a. or b. of subsection 9, following the 10-year period, a pardon or a record suspension must have been obtained, or capacities must have been restored by the Governor in Council. The Bidder must therefore provide with its bid or promptly afterwards a copy of confirming documentation from an official source for its certification to be found true by Canada for the purpose of these Integrity Provisions. If the documentation has not been received by the time the evaluation of bids is completed Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply within the time frame specified will render the bid non-responsive.
9. By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's Affiliates have been obtained or capacities restored by the Governor in Council, neither the Bidder nor any of the Bidder's affiliates have ever been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions, unless the time period, as defined in the Time Period subsection, has elapsed:
  - a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
  - b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code, or
  - c. section 119 (Bribery of judicial officers, etc), section 120 (Bribery of officers), section 346 (Extortion), sections 366 to 368 (Forgery and other offences resembling forgery), section 382 (Fraudulent manipulation of stock exchange transactions), section 382.1 (Prohibited insider trading), section 397 (Falsification of books and documents), section 422 (Criminal breach of contract), section 426 (Secret commissions), section 462.31

(Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the *Criminal Code*, or

- d. section 45 (Conspiracies, agreements or arrangements between competitors), section 46 (Foreign directives), section 47 (Bid rigging), section 49 (Agreements or arrangements of federal financial institutions), section 52 (False or misleading representation), section 53 (Deceptive notice of winning a prize) of the *Competition Act*, or
- e. section 239 (False or deceptive statements) *of the Income Tax Act*, or
- f. section 327 (False or deceptive statements) *of the Excise Tax Act*, or
- g. section 3 (Bribing a foreign public official), section 4 (Accounting), or section 5 (Offence committed outside Canada) *of the Corruption of Foreign Public Officials Act*, or
- h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the *Controlled Drugs and Substance Act*.

The Bidder also certifies that no one convicted under any of the provisions under a. or b. are to receive any benefit under a contract resulting from this bid solicitation, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

#### 10. Foreign Offences

The Bidder also certifies that, within a period, as defined in the Time Period subsection, neither the Bidder nor any of the Bidder's Affiliates have been convicted of or have received a conditional or an absolute discharge, under any foreign offence that Canada deems to be of similar constitutive elements to the offences listed in these Integrity Provisions. Canada will also consider foreign measures declared by Canada to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

#### 11. Subcontractors

The Bidder must ensure that subcontracts include Integrity Provisions no less favorable to Canada than those imposed in the resulting contract.

#### 12. Preventive Measures associated with the Time Period

In cases where the period (as defined in the Time Period subsection), for a conviction, or a conditional or an absolute discharge of the Bidder or any of the Bidder's Affiliates has elapsed, then the Bidder must also certify for itself and for its Affiliates that measures have been diligently put in place in order to avoid the reoccurrence of such convictions or reprehensible actions.

#### 13. Public Interest Exception

Bidders understand that Canada may enter into contract with a bidder where the Bidder or the Bidder's Affiliates have been convicted of or has received a conditional or an absolute discharge for an offence specified in these Integrity Provisions when required to do so by law or legal proceedings, or when Canada in its sole discretion considers it necessary to the public interest for reasons which include, but are not limited to:

- no one else is capable of performing the contract;
- emergency;

- national security;
- health and safety;
- economic harm;

If all bids are found non-responsive for reasons of a listed relevant conviction or act, then Canada may invoke the public interest exception, as described in the paragraph above. In such cases, only bids containing a declaration concerning a relevant offence or act will be further considered, Canada may also elect to procure outside of the present process. In all cases Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

#### 14. Non-application

For governments, as well as entities controlled by a government, including Crown corporations, the present Integrity Provisions are reduced to complying with article 750 of the Criminal Code, the Government Contracts Regulations and the Code of Conduct for Procurement.

## GI02 Completion of Bid

### 1. The bid shall be

- a. submitted on the Bid and Acceptance Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Bid and Acceptance Form that must be identical in content and format to the Bid and Acceptance Form provided through GETS;
- b. based on the Bid Documents listed in the Special Instructions to Bidders;
- c. correctly completed in all respects;
- d. signed by a duly authorized representative of the Bidder; and
- e. accompanied by
  - i. bid security as specified in GI08; and
  - ii. any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the bid.
  - iii. Appendix '1' Qualifications Form

2. Subject to paragraph 6) of GI11, any alteration to the pre-printed or pre-typed sections of the Bid and Acceptance Form, or any condition or qualification placed upon the bid may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Bid and Acceptance Form by the Bidder shall be initialed by the person or persons signing the bid. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

3. Unless otherwise noted elsewhere in the Bid Documents, facsimile copies of bids are not acceptable.

4. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

### **GI03 Identity or Legal Capacity of the Bidder**

1. In order to confirm the authority of the person or persons signing the bid or to establish the legal capacity under which the Bidder proposes to enter into Contract, any Bidder who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of
  - a. such signing authority; and
  - b. the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this bid on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

### **GI04 Applicable Taxes**

1. "Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

### **GI05 Capital Development and Redevelopment Charges**

1. For the purposes of GC1.8 of R2810D (2014-06-26), "Laws, Permits and Taxes", in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Bidder shall not include any monies in the bid amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

### **GI06 Registry and Pre-qualification of Floating Plant**

1. Dredges or other floating plant to be used in the performance of the Work must be on Canadian registry. For dredges or other floating plant that are not of Canadian make or manufacture, the Bidder must obtain a certificate of qualification from Industry Canada as described in the

Floating  
accompany the bid.  
project.

Plant Appendix of the Bid and Acceptance Form, and this certificate must  
Plant so qualified by Industry Canada may be accepted on this

## GI07 Listing of Subcontractors and Suppliers

1. Notwithstanding any list of Subcontractors that the Bidder may be required to submit as part of the bid, the Bidder shall, within 48 hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its bid.

## GI08 Bid Security Requirements

1. The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount. Applicable Taxes shall not be included when calculating the amount of any bid security that may be required. The maximum amount of bid security required with any bid is \$2,000,000.
2. A bid bond (form *PWGSC-TPSGC 504*) shall be in an approved form, properly completed, with original signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, *Acceptable Bonding Companies*.
3. A security deposit shall be an original, properly completed, signed where required and be either
  - a. a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - b. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
4. For the purposes of subparagraph 3. a. of GI08
  - a. a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
  - b. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4.c. of GI08, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
  - c. An approved financial institution is
    - i. a corporation or institution that is a member of the Canadian Payments Association as defined in the *Canadian Payments Act*;

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- ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
      - iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
      - iv. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the Income Tax Act; or
      - v. Canada Post Corporation.
  5. Bonds referred to in subparagraph 3. b. of GI08 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be
    - a. payable to bearer;
    - b. accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
    - c.. registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
  6. As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
  7. An irrevocable standby letter of credit referred to in paragraph 6) of GI08 shall
    - a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
      - i. is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
      - ii. is to accept and pay bills of exchange drawn by the Receiver General for Canada;
      - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
      - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
    - b.. state the face amount which may be drawn against it;
    - c.. state its expiry date;

- d. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
  - e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
  - f. provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600, Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
  - g. be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
8. Bid security shall lapse or be returned as soon as practical following
- a. the solicitation closing date, for those Bidders submitting non-compliant bids; and
  - b. the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and
  - c. the award of contract, for those Bidders submitting the second and third ranked bids; and
  - d. the receipt of contract security, for the successful Bidder; or
  - e.. the cancellation of the solicitation, for all Bidders.
9. Notwithstanding the provisions of paragraph 8 of G108 and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

#### **G109 Submission of Bid**

1. Canada requires that the Bid and Acceptance Form, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section G114 & G119.
2. It is the Bidder's responsibility to:
  - a. submit a bid, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set;
  - b. send its bid ONLY to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the ITT;
  - c. ensure that the Bidder's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s)

containing the bid; and

d. provide a comprehensive and sufficiently detailed bid that will permit a complete evaluation in accordance with the criteria set out in this ITT.

3. Bidders are requested to submit the technical and price components of the bid in one envelope easily identified envelope in accordance with the instructions contained in the bid documents. Bidders are requested to submit the envelope as one package which clearly and conspicuously display and indicate on the outside of the package the information identified in subsection 2.(c) above.
4. Timely and correct delivery of bids to the office designated for receipt of bids is the sole responsibility of the Bidder. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
5. Bids and supporting information may be submitted in either English or French.

#### **GI10 Revision of Bid**

1. A bid submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of bids, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall be on the Bidder's letterhead or bear a signature that identifies the Bidder.
2. A revision to a bid that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
3. A letter or facsimile submitted to confirm an earlier revision should be clearly identified as a confirmation.
4. Failure to comply with any of the above provisions may result in the rejection of the non-compliant revision(s) only. The bid shall be evaluated based on the original bid submitted and all other compliant revision(s).

#### **GI11 Rejection of Bid**

1. Canada may accept any bid, whether it is the lowest or not, or may reject any or all bids.
2. Without limiting the generality of paragraph 1) of GI11, Canada may reject a bid if any of the following circumstances is present:
  - a. the Bidder's bidding privileges are suspended or are in the process of being suspended;
  - b. the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;

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- c. the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
      - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
      - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
      - f. with respect to current or prior transactions with Canada
        - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
        - ii. Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
  3. In assessing the Bidder's performance on other contracts pursuant to subparagraph 2)(f)(ii) of GI11, Canada may consider, but not be limited to, such matters as:
    - a. the quality of workmanship in performing the Work;
    - b. the timeliness of completion of the Work;
    - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
    - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
  4. Without limiting the generality of paragraphs 1), 2) and 3) of GI11, Canada may reject any bid based on an unfavourable assessment of the
    - a. adequacy of the bid price to permit the work to be carried out and, in the case of a bid providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
    - b. Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
    - c. Bidder's performance on other contracts.
  5. Where Canada intends to reject a bid pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI11, other than subparagraph 2)(a) of GI11, the contracting Authority will inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.

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6. Canada may waive informalities and minor irregularities in bids received if Canada determines that the variation of the bid from the exact requirements set out in the Bid Documents can be corrected or waived without being prejudicial to other Bidders.

**GI12 Bid Costs**

1. No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

**GI13 Procurement Business Number**

1. Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information system on the Contracts Canada Web site. For non-Internet registration, Bidders may contact the nearest Supplier Registration Agent.

**GI14 Compliance with Applicable Laws**

1. By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the bid and entry into any ensuing contract for the performance of the work.
2. For the purpose of validating the certification in paragraph 1) of GI14, a Bidder shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2) of GI14 shall result in disqualification of the bid.

**GI15 Approval of Alternative Materials**

1. When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the bid shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least ten (10) calendar days prior to the solicitation closing date. If the alternative materials are approved for the purposes of the bid, an addendum to the bid documents shall be issued.

**GI16 Performance Evaluation**

1. Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's

performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

2. The form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

### GI17 Conflict of Interest - Unfair Advantage

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
  - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

### GI18 Limitation of Proposals

1. While there is no requirement for parties (including firms, individuals and corporate bodies) to participate in this procurement in joint venture, they may elect to do so if they see fit. However, only one proposal per Bidder will be accepted, whether it is submitted by a party as an individual Bidder or by that party as part of a joint venture Bidder. If more than one proposal is received from a party acting either individually or in joint venture, all such proposals shall be rejected and no further consideration shall be given to the firm or to any proposed joint venture of which the party forms part.

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.
3. An arrangement whereby Canada contracts directly with a Contractor who may retain sub-contractors to perform portions of the work is not a joint venture arrangement. A sub-contractor may be proposed by more than one Bidder.
4. Notwithstanding paragraph 3 of GI18, in order to avoid any conflict of interest, or any appearance of conflict of interest, no party acting as an individual Bidder or as part of a joint venture Bidder, shall be proposed as a member of another Bidder Team, either as a sub-contractor or as part of another joint venture Bidder. Failure to comply with this limitation will result in all proposals so involved being rejected.
5. Any joint venture 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.

#### **GI19 Joint venture**

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred to as a consortium, in order to submit together a response to the Invitation to Tender.  
Bidders who submit a response to the Invitation to Tender, as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - i. the name of each member of the joint venture;
  - ii. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - iii. the name of the joint venture, if applicable.
2. The response to the Invitation to Tender must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. Canada may, at any time, require each member of the joint venture to prove that the representative has been appointed with full authority to act as its representative for the purposes of submitting a response to the Invitation to Tender.
3. All of the members of the joint venture are jointly and severally responsible for the obligations entered into by the Bidder in accordance with the Contract Documents.

#### **GI20 Debriefing**

After contract award, Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Officer named on the Request for Proposal - Page 1 within 15 working days of receipt of the results of the bid solicitation process. The confidentiality of information relating to other submissions will be protected. The debriefing may be in writing, by telephone or in person.

## SUPPLEMENTARY CONDITIONS (SC)

### SC01 SECURITY REQUIREMENTS

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

1. The Contractor personnel requiring access to secure work site(s) must, at all times during the performance of the Contract, **EACH hold a valid SITE ACCESS** clearance, granted or approved by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor must comply with the provisions of the Security Requirements Check List and security guide (if applicable), attached at Annex 'A'.

### 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.

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## Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractors Pollution Liability and Contractors Professional Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors Pollution Liability and Contractors Professional Liability insurance policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
  - f. *Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.*

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

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For other provinces and territories, send to:  
Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

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

#### **SC04 REPLACEMENT OF SPECIFIC INDIVIDUALS/SUB-CONTRACTORS**

1. If specific individuals or sub-contractors are identified in the Contract to perform certain services, the Contractor must provide the services of those individuals or sub-contractors unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual or sub-contractors identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual or sub-contractors and provide:
  - a. the name, qualifications and experience of the proposed replacement;
  - and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the services of any specific individual or sub-contractors identified in the Contract by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the said services. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the said services does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## 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	(2014-06-26);
GC2	Administration of the Contract	R2820D	(2014-06-26);
GC3	Execution and Control of the Work	R2830D	(2014-03-01);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2014-06-26);
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	R2882D	(2008-12-12);
GC9	Contract Security	R2890D	(2014-06-26);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2014-06-26);
	Supplementary Conditions		
  - e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation;
  - 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.

Solicitation No. - N° de l'invitation

EP788-150512/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

fg340

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

20150512

File No. - N° du dossier

fg340EP788-150512

CCC No./N° CCC - FMS No/ N° VME

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## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

Confederation Building Heritage Window Frame Stabilization and Sash Rehabilitation located at the Confederation Building, 229 Wellington Street, Ottawa, ON

### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

(In the case of a Joint Venture, also provide the name of each member of the Joint Venture)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

### BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of

\$ \_\_\_\_\_ excluding applicable tax(es).  
(amount in numbers)

### BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of **thirty (30) days** following the date of solicitation closing.

### BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

### BA06 CONSTRUCTION TIME

The Contractor shall perform and complete the Work within **Fifty-nine (59) 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 MANDATORY QUALIFICATIONS FORM

The bidder is enclosing a completed Mandatory Qualifications Form (Appendix 3) with its bid in accordance with SI04.

### BA09 SIGNATURE

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Solicitation No. - N° de l'invitation

EP788-150512/A

Amd. No. - N° de la modif.

File No. - N° du dossier

fg340EP788-150512

Buyer ID - Id de l'acheteur

fg340

CCC No./N° CCC - FMS No/ N° VME

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

20150512

## APPENDIX 2

### VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

*Note: The contractor will be asked to fill out a report every six months as included at Annex C.*

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Legal Name: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

Optional information to provide: \_\_\_\_\_

Number of apprentices planned to be working on this contract: \_\_\_\_\_

Trades of those apprentices:

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*A sample of the "Voluntary Reports for Apprentices Employed during the Contract" is provided at Annex*

*C*

Solicitation No. - N° de l'invitation

EP788-150512/A

Amd. No. - N° de la modif.

File No. - N° du dossier

fg340EP788-150512

Buyer ID - Id de l'acheteur

fg340

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

20150512

CCC No./N° CCC - FMS No/ N° VME

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## APPENDIX 3 - QUALIFICATIONS FORM (11 Pages)

### PART 1- "BID FORM FOR CONTRACTOR QUALIFICATIONS"

#### Definitions

**Bidder:** means the person or entity (or in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

**Client:** means the Project Owner, or his representative, of the funding department or organization who was directly involved in contracting the construction activities of the referenced completed project.

**Completed Project(s):** means a construction project that has reached completion and that the Client has taken over the built work. (A completed phase of a project may qualify as a "completed project" provided it has reached completion and where the client has taken over the built work. The completed phase must meet the specified requirements for project dollar value and type of construction.)

**Heritage Wood Window:** means a double-hung or single-hung wood window, counterbalanced with weights, in a historic building assembled with traditional joinery.

**Historic Building:** means a building 40 years of age or older that incorporate significant architectural features.

**Site Superintendent:** In accordance with Public Works and Government Services Canada General Conditions - PWGSC R2820D (2014-06-26) CG2.6 the Superintendent shall be in full charge of the operations of the Contractor during the performance of Work and shall be authorized to accept on behalf of the Contractor any notice, order or other communication given to the Superintendent or the Contractor relating to the Work.

**Total Value:** means the final cost of the contract between the Client and the firm.

**Traditional Joinery:** means a wood joint assembled using only wood elements as in a mortice and tenon.

**Splice(ing) repair:** to joint two pieces of wood by overlapping.

**Dutchman repair:** a piece of wood that replaces a damaged or missing area of wood.

## **Table of Contents**

Submit all required information to complete the qualification submission in accordance with SI04

1.     **SECTION A**    **Contractor Declaration**
2.     **SECTION B**    **Heritage Wood Window Contractor Experience**
3.     **TABLE B**      **Heritage Wood Window Contractor Experience**
4.     **SECTION C**    **Site Superintendent**
5.     **TABLE C**      **Site Superintendent Experience**
6.     **TABLE D**      **Client Reference Form For Bidder Project No. 1**
7.     **TABLE E**      **Client Reference Form For Bidder Project No. 2**

**Section A Contractor Declaration**

**DECLARATION – Contractor**

Indicate if you are:

**Heritage Wood Window Contractor**

**General Contractor with a Heritage Wood Window Contractor as a sub-contractor**

I, the undersigned, being a principal of the bidder, hereby certify that the information given in Tables B, through to and including Table E is accurate to the best of my knowledge.

\* Name: \_\_\_\_\_

\* Signature: \_\_\_\_\_

\* Mandatory fields that must be completed. Incomplete fields may render your bid non-responsive.

## Section B Heritage Wood Window Contractor Experience

1. The **Heritage Wood Window** Contractor must have two (2) **completed projects**:
2. The following criteria must be demonstrated for the **Completed Project**:
  1. The **Completed Projects** must collectively demonstrate all of the **Heritage Wood Window** repair criteria as listed in Table B with each project having a minimum value of \$300,000 (Excluding PST/GST/HST)
  2. One **Completed Project** must have been completed within the last five (5) years. ( 2009)
  3. Complete and submit the Client Reference Forms (Tables E and F). The Completed Projects must be the same **Completed Projects** shown in Table B
3. The **Heritage Wood Window** Contractor must demonstrate in Table B that they have the required experience, respecting *The Standards and Guidelines for the Conservation of Historic Places in Canada*, of all of the following tasks collectively within Project #1 and Project #2:
  - Epoxy consolidation and patching of wood frames and sashes;
  - **Splicing and dutchman repair** to wood frames and sashes;
  - Fabrication and replacement of wood sashes and sash components using **Traditional Joinery**;
  - Fabrication and replacement of wood frame components, mouldings and parting strips;
  - Paint removal using infrared stripper, heat gun or steam;
  - Use of linseed oil based glazing putty;
  - Photographic and written documentation.

**Table B, Projects #1 and Project #2, must be completed in order for the Tender to be considered responsive.**

TABLE B Heritage Wood Window Contractor Experience		
<b>Project #1</b>		
* Project Name		
* Total Value of the Heritage wood window component of the work (Excluding PST/GST/HST)		
Street Address		
* (Number and Name)	* City	Country
* Start Date (Month Year)	* Completion Date (Month Year)	
* Project Description		
<p><b>Please check each technical discipline used for this project</b></p> <p>Epoxy consolidation and patching of wood frames and sashes. <b>yes</b> <input type="checkbox"/> <b>no</b> <input type="checkbox"/> **</p> <p><b>Splicing and Dutchman Repair</b> to wood frames and sashes <b>yes</b> <input type="checkbox"/> <b>no</b> <input type="checkbox"/> **</p> <p>Fabrication and replacement of wood sashes and sash components using <b>Traditional Joinery</b>  <b>yes</b> <input type="checkbox"/> <b>no</b> <input type="checkbox"/> **</p> <p>Fabrication and replacement of wood frame components, mouldings and parting strips. <b>yes</b> <input type="checkbox"/> <b>no</b> <input type="checkbox"/> **</p> <p>Paint removal using infrared stripper, heat gun or steam. <b>yes</b> <input type="checkbox"/> <b>no</b> <input type="checkbox"/> **</p> <p>Use of linseed oil based glazing putty. <b>yes</b> <input type="checkbox"/> <b>no</b> <input type="checkbox"/> **</p> <p>Photographic and written documentation. <b>yes</b> <input type="checkbox"/> <b>no</b> <input type="checkbox"/> **</p> <p>** One of the <b>yes</b> <input type="checkbox"/> <b>no</b> <input type="checkbox"/> boxes must be completed for each of the identified disciplines above. Incomplete fields may render your bid non-responsive.</p>		
* Client Organization Name		
* Mandatory fields that must be completed. Incomplete fields may render your bid non-responsive.		



### **Section C Site Superintendent**

1. The **Site Superintendent** must have a minimum of ten (10) years experience in the overall management and scheduling of construction projects.
2. The Site Superintendent must have two (2) **Completed Projects** each of which meets the following criteria:
  1. The **Completed Projects** must each have a minimum value of \$300,000 (Excluding PST/GST/HST)
  2. One **Completed Project** must have been completed within the last five (5) years (August, 2009).
  3. One **Completed Project** must have been in an occupied building.

The **Heritage Wood Window** Contractor may include a **Site Superintendent** who possesses the required experience on projects done under another general contractor.

**Table C, Project #1 and Project #2, must be completed in order for the Tender to be considered responsive.**

**TABLE C Site Superintendent Experience**

\* Name of Site Superintendent to be used on this project: \_\_\_\_\_

1. Does the Site Superintendent have a minimum of ten (10) years experience in the overall management and scheduling of construction projects?

\* YES \_\_\_ NO \_\_\_

2. Identify projects for Superintendent Experience:

**Project #1**

* Project Name		
* Total Value of the Heritage Wood Window component of the work (Excluding PST/GST/HST)		
Street Address		
* (Number and Name)	* City	Country
* Start Date (Month Year)	* Completion Date (Month Year)	
* Project Description		
* Client Organization Name		

\* Mandatory fields that must be completed. Incomplete fields may render your bid non-responsive.

**Project #2**

\* Project Name

\* Total Value of the **Heritage Wood Window** component of the work (Excluding PST/GST/HST)

Street Address

\* (Number and Name)

\* City

Country

\* Start Date (Month Year)

\* Completion Date (Month Year)

\* Project Description

\* Client Organization Name

\* Mandatory fields that must be completed. Incomplete fields may render your bid non-responsive.

**TABLE D**

**CLIENT REFERENCE FORM FOR BIDDER PROJECT No. 1 (1 page)**  
(Must be same Project #1 as Table B)

**Client Letter of Reference**

The project that is presented by the **Bidder** shall demonstrate the following requirements:

This hereby confirms that the following contractor \_\_\_\_\_,\*  
executed the work for the following project which included **Heritage Wood Window** work.

Project Details:

Project name: \_\_\_\_\_.\*

Project Location (street address & city): \*

\_\_\_\_\_\*

I hereby certify the information provided in this client reference form to be true and factual.

_____*	_____*	_____*
Client Name	Title	Signature
_____*	_____*	_____*
Client Organization Name	Telephone	Date

\* Mandatory fields that must be completed. Incomplete fields may render your bid non-responsive.

**Heritage Wood Window:** means a double-hung or single-hung wood window, counterbalanced with weights, in a historic building assembled with traditional joinery.

**Historic Building:** means a building 40 years of age or older that incorporate significant architectural features.

**Traditional Joinery:** means a wood joint assembled using only wood elements as in a mortice and tenon.

**TABLE E**

**CLIENT REFERENCE FORM FOR BIDDER PROJECT No. 2 (1 page)**  
*(Must be same Project #2 as Table B)*

**Client Letter of Reference**

The project that is presented by the **Bidder** shall demonstrate the following requirements:

This hereby confirms that the following contractor \_\_\_\_\_,\*

executed the work for the following project which included **Heritage Wood Window** work.

Project Details:

Project Location (street address & city):\*

\_\_\_\_\_\*

I hereby certify the information provided in this client reference form to be true and factual.

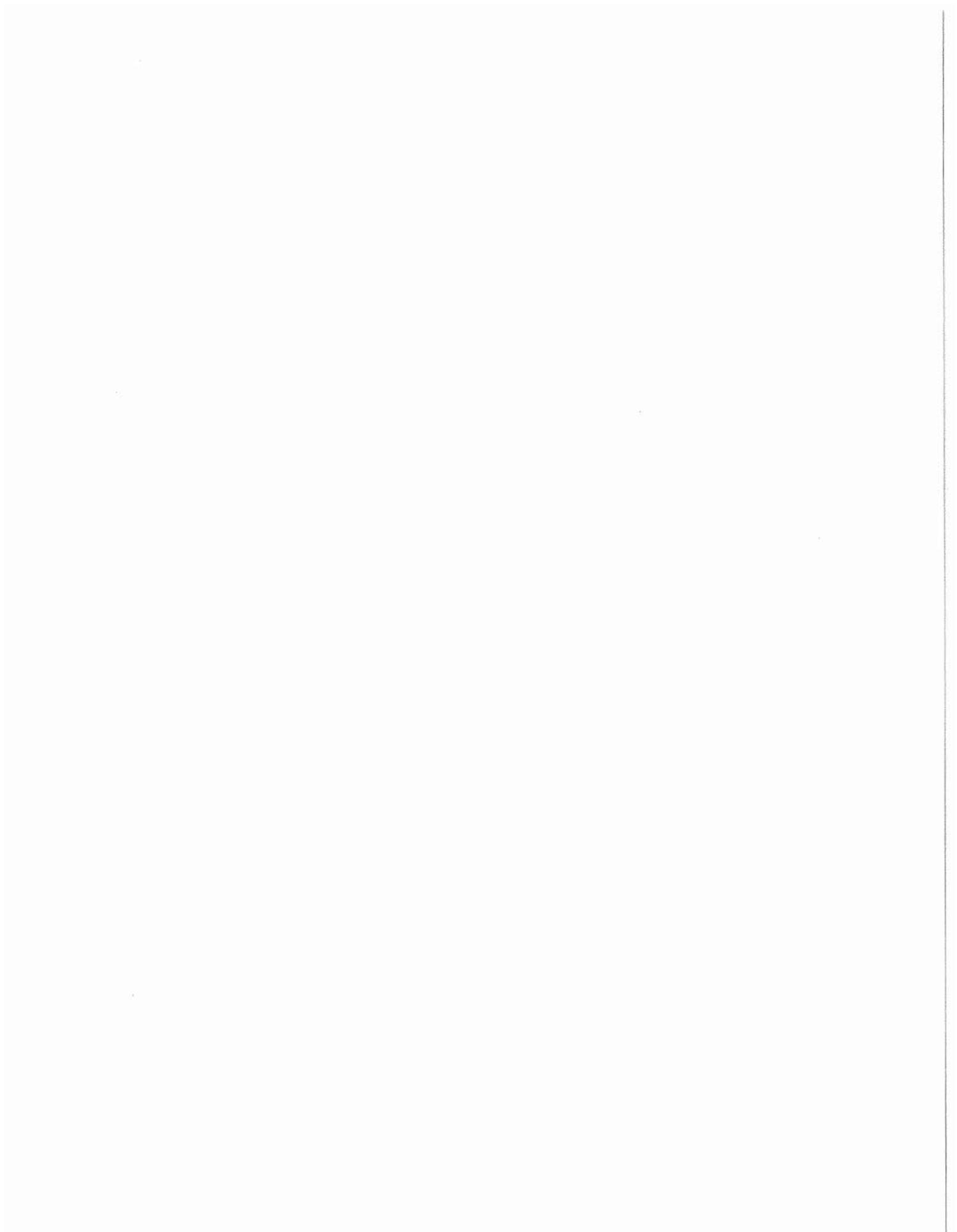
_____*	_____	_____*
<b>Client Name</b>	<b>Title</b>	<b>Signature</b>
_____*	_____	_____*
<b>Client Organization Name</b>	<b>Telephone</b>	<b>Date</b>

\* Mandatory fields that must be completed. Incomplete fields may render your bid non-responsive.

**Heritage Wood Window:** means a double-hung or single-hung wood window, counterbalanced with weights, in a historic building assembled with traditional joinery.

**Historic Building:** means a building 40 years of age or older that incorporate significant architectural features.

**Traditional Joinery:** means a wood joint assembled using only wood elements as in a mortice and tenon.



# ANNEX 'A'

RECEIVED



Government of Canada / Gouvernement du Canada

JUN 25 2014

Contract Number / Numéro du contrat

EP788-16-0512

Security Classification / Classification de sécurité  
UNCLASSIFIED

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	Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction PPB
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 Windows Rehabilitation Construction Contract at Confederation building, 229 Wellington Street, Ottawa, Ontario.		
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 / Non <input type="checkbox"/> Yes / Oui
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 / Non <input type="checkbox"/> Yes / Oui
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 / Non <input type="checkbox"/> Yes / Oui
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 / Non <input checked="" type="checkbox"/> Yes / Oui
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 / Non <input type="checkbox"/> Yes / Oui
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"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> 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"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

# ANNEX 'A'



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

EP788-15-0512

Security Classification / Classification de sécurité  
UNCLASSIFIED

## 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?  No / Non  Yes / Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

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

- |   |   |   |  |
|---|---|---|--|
| <input type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ          | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT      | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input checked="" type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS |   |   |  |

Special comments: Only screen personnel to be utilized.  
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.

10. b) May unscreened 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 unscreened 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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

# ANNEX 'A'



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat EP788-15-0512
Security Classification / Classification de sécurité UNCLASSIFIED

**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

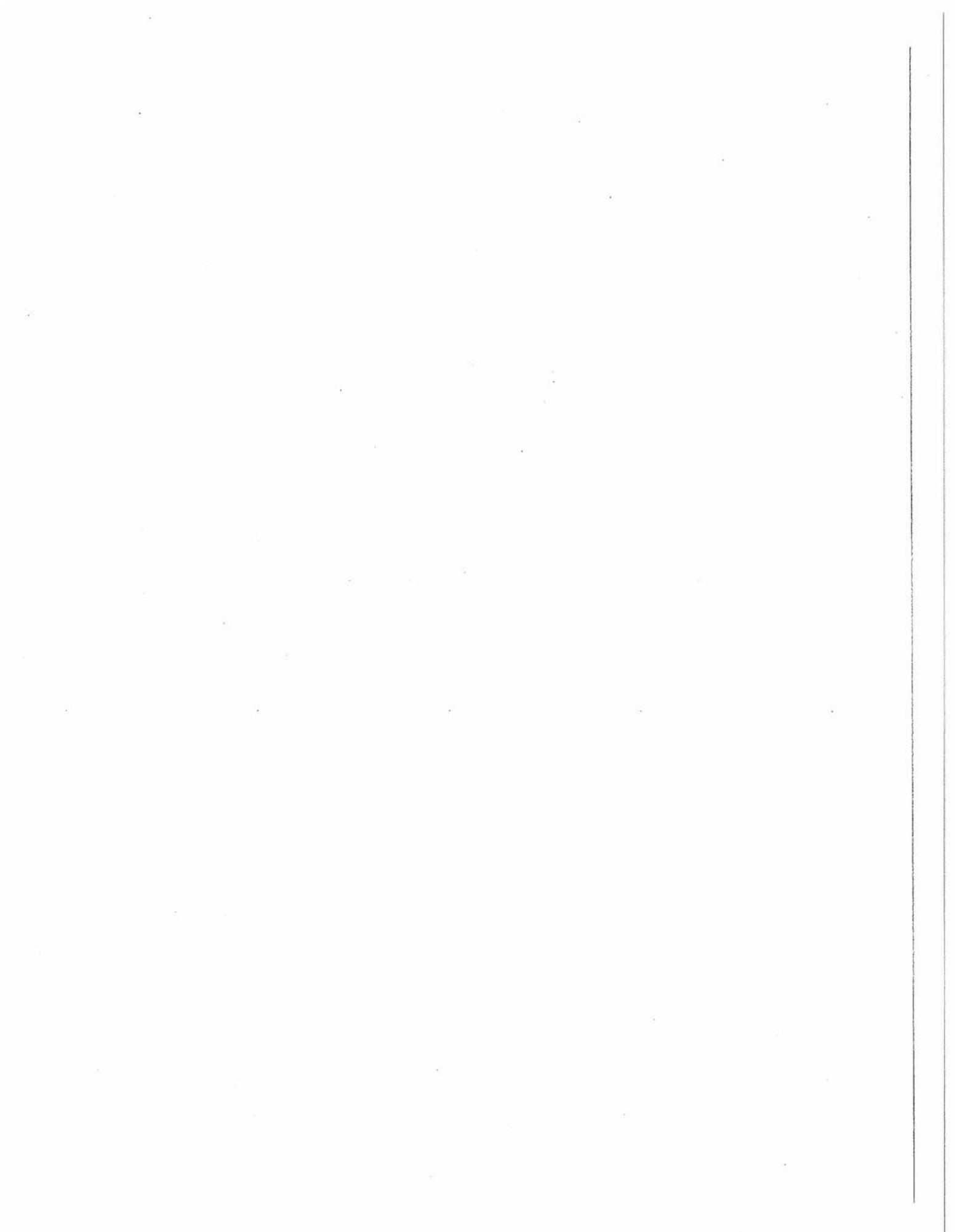
Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		NATO					COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support IT / 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 « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation 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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



# ANNEX 'B'

## CERTIFICATE OF INSURANCE

Page 1 of 2



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

<b>Description and Location of Work</b>  <b>Heritage Window Frame Stabilization and Sash Rehabilitation project. Confederation Building, 229 Wellington Street, Ottawa, ON</b>	<b>Contract No.</b>  Project No. R.066491.001
--	--

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code

**Additional Insured**  
 Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability				\$	\$	\$
Umbrella/Excess Liability				\$	\$	\$
Builder's Risk / Installation Floater				\$		
Environmental impairment liability Insurance				\$ 1,000,000 X Per Incident X Per Occurrence		Aggregate \$
				Per Incident		Aggregate \$
				\$		

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone number
Signature	Date D / M / Y

# ANNEX 'B'



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

## CERTIFICATE OF INSURANCE Page 2 of 2

<p><b>General</b></p> <p>The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on this page.</p> <p>The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.</p> <p>The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.</p> <p>Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.</p>	<p><b>Commercial General Liability</b></p> <p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> <li>(a) Blasting.</li> <li>(b) Pile driving and caisson work.</li> <li>(c) Underpinning.</li> <li>(d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.</li> </ul> <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> <li>(a) <b>\$5,000,000</b> Each Occurrence Limit;</li> <li>(b) <b>\$10,000,000</b> General Aggregate Limit per policy year if the policy contains a General Aggregate; and</li> <li>(c) <b>\$5,000,000</b> Products/Completed Operations Aggregate Limit.</li> <li>(d) The policy must be endorsed to provide coverage to components of the existing building that are repaired off site, with a limit of <b>\$1,000,000</b>.</li> </ul> <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p><b>Builder's Risk / Installation Floater</b></p> <p>The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.</p> <p>The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.</p> <p>The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.</p> <p>The policy must have a limit that is <b>not less than the sum of the contract value</b> plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.</p> <p>The policy must be endorsed to provide coverage to components of the existing building that are repaired off site, with a limit of <b>\$1,000,000</b>.</p> <p>The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2</a>).</p>
<p><b>Environmental impairment liability Insurance</b></p> <p>The policy must have a limit usual for a contract of this nature, but not less than <b>\$1,000,000</b> per incident or occurrence and in the aggregate.</p>		



