

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet Road Line Painting	
Solicitation No. - N° de l'invitation W0113-140029/A	Date 2015-04-29
Client Reference No. - N° de référence du client W0113-140029	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-003-6839	
File No. - N° de dossier TOR-4-37131 (003)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-05-15	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Escander, Lisa	Buyer Id - Id de l'acheteur tor003
Telephone No. - N° de téléphone (905) 615-2062 ()	FAX No. - N° de FAX (905) 615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 16 Ramillies Rd - Bldg. P-154 Borden Ontario L0M1C0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

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

Solicitation No. - N° de l'invitation

W0113-140029/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-4-37131

Buyer ID - Id de l'acheteur

tor003

CCC No./N° CCC - FMS No/ N° VME

W0113-140029

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**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT / DOCUMENT CONTIENT DES
EXIGENCES RELATIVES À LA SÉCURITÉ**

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist.

1.2 Summary

1. Real Properties Operations Detachment Borden is responsible for all line painting at the Canadian Forces Base (CFB) in Borden, Ontario. In the performance of this responsibility, there exists a requirement to obtain the services of a qualified company to provide the services as detailed in this statement of work in support of all units located at CFB Borden, ON.
2. The contract period will be from date of contract award to March 31, 2016;
3. It is expected that one contract will be awarded;
4. There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial and Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
5. As per the Integrity Provisions under section 01 of *Standard Instructions 2003 and 2004*, bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the *Supply Manual* for additional information on the Integrity Provisions.
6. For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of *the bid solicitation*, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.
7. The requirement is subject to a preference for Canadian goods and/or services.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2014-11-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before the issuance of a contract. If the answer to the questions and, as applicable the information required 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 comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"*lump sum payment period*" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"*pension*" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defense Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **YES () NO ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidder agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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

2.5 Applicable Laws

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

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

2.6 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 16 Ramillies Rd, Borden, Ontario on May 7, 2015. The site visit will begin at 10:00 AM EDT.

Bidders must communicate with the Contracting Authority no later than May 5, 2015 at 2:00 PM to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid 2 hard copies
- Section II: Financial Bid 2 hard copies
- Section III: Certifications 1 hard copy

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

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

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

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

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

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Bidders must demonstrate that they meet every mandatory technical criterion by providing a concise and detailed response to each of the mandatory technical criteria. The technical bid should address

each of the criteria in the order in which they appear.

Bidders must submit all documentation in the bid by the bid closing date. Simply stating that the mandatory technical criteria are met is not sufficient. Failure to demonstrate meeting all of the mandatory technical criteria will result in the bid being deemed non-responsive. Bids which fail to meet the mandatory criteria will be deemed non-responsive.

Item #	Mandatory Requirement	Proposal Page #
M1	The Bidder must provide in writing that they have been in business and have experience in Road Line Painting for a minimum of five (5) years. The Bidder must demonstrate this experience, on company letterhead, detailing the history and background of their company with their bid at time of bid closing.	
M2	<p>The Bidder must provide two (2) examples of contracts performed by the Bidder in the last five years, from the date of bid closing, for Road Line Painting, that are similar* in scope and size. Each example must include, at a minimum: the contract number, the period of the contract, the location of work, a brief work description, the value of the contract and the name and contact information complete with phone numbers and e-mail addresses of the client.</p> <p>Canada reserves the right to confirm details through contact information provided.</p> <p>"Similar" – for the purpose of this evaluation means: the extent of comparability in terms of scope (as per Annex "A"), volume of work (based on the firm requirement and estimated usage identified in Annex "B") and operating environment (such as large facilities, townships, etc which include numerous roads, lanes, parking lots, etc...).</p>	
M3	<p>The Bidder must demonstrate that all proposed personnel hold a valid certification in the following courses. The Bidder must include copies of valid certifications for each proposed resource. Failure to provide copies of valid certificates at time of bid closing will result in the bid being deemed non-compliant.</p> <ul style="list-style-type: none"> • Workplace Hazardous Materials Information System (WHMIS) • Flag Person Training (certificate signifying completion of training as per Ontario Health and Safety Act and Construction Regulation 213/91.) 	

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The Bidder must submit with its bid pricing in accordance with Annex B - Basis of Payment, in Canadian funds. Pricing must be provided for all firm and as and when requested requirements.

Bids will be evaluated based on the prices detailed in Annex B - Basis of Payment.

The price used in the evaluation will be the Total Evaluated Price which is calculated as follows:

Total Evaluated Price is the sum of the Firm Lot Price in table B.1 and the Total Extended Price in B.2.

4.1.2.2 SACC Manual Clause

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid

5.1.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

5.1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the [Supply Manual](#).

5.1.2.1.1 SACC *Manual* clause [A3050T](#) (2014-11-27) Canadian Content Definition

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
2. For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](#) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

7.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex "D".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$25,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

7.1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.1.2.4 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by the Project Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2010C (2014-09-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

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

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of contract award to March 31, 2016 inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

The Contracting Authority for the Contract is:

Lisa Escander
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
33 City Centre Drive, Suite 480C
Mississauga, Ontario
L5B 2N5

Telephone: 902-615-2062
Facsimile: 905-615-2060

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E-mail address: Lisa.Escander@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority *(to be inserted at contract award)*

The Project Authority for the Contract is:

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

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

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

7.5.3 Contractor's Representative *(to be completed by bidder)*

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

7.6 Proactive Disclosure of Contracts with Former Public Servants *(if applicable)*

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

7.7.1.1 Firm Requirement – Firm Lot Price

For the Work described in sections A3 and A4 for the Firm Requirement – Annual Line Painting Program of the Statement of Work in Annex A:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm lot price for a cost of \$ _____ *(to be inserted at contract award)*. Customs duties are included and Applicable Taxes are extra.

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

7.7.1.2 As and When Requested Services – Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ *(to be inserted at contract award)*. Customs duties are included, and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Multiple Payments

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments

7.7.4 T1204 - Direct Request by Customer Department

SACC Manual Clause [A9117C](#) (2007-11-30) T1204 - Direct Request by Customer Department

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications

7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*to be inserted at contract award*).

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035](#) (2014-09-25), General Conditions - Higher Complexity;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, the signed Task Authorizations (including all of its annexes, if any);
- (f) the Contractor's bid dated _____ (*to be inserted at contract award*).

7.12 SACC Manual Clauses

SACC Manual Clause [G1005C](#) (2008-05-12) Insurance
SACC Manual Clause [A9039C](#) (2008-05-12) Salvage

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7.13 Site Regulations

SACC Manual clause [A9068C](#) (2010-01-11) Government Site Regulations
SACC Manual Clause [A9062C](#) (2011-05-16), Canadian Forces Site Regulations

ANNEX "A"

STATEMENT OF WORK

Line Painting for CFB Borden

A1 Background

Real Properties Operations Detachment Borden is responsible for all line painting at the Canadian Forces Base (CFB) in Borden, Ontario. In the performance of this responsibility, there exists a requirement to obtain the services of a qualified company to provide the services as detailed in this statement of work in support of all units located at CFB Borden, ON.

A2 Objective

The Contractor will be responsible for supplying all labour, materials, transportation and equipment to perform all line painting, strictly adhering to the rules, codes and standards listed in A5 References.

A3 Scope

The Contractor will be responsible for executing an established annual Line Painting Program to re-establish and/or add traffic markings as detailed and specified in Appendix "A" of Annex "A" Statement of Work, drawing # L-B147-9302/293-601. The Line Painting Program normally takes place during the period of late May to late June. The Contractor will be required to coordinate with the Technical Authority regarding the scheduled annual line painting.

During the period of the contract the Contractor will also be responsible for providing services on an "as and when requested" basis in response to Task Authorizations (TA) issued against the contract by the Project Authority (PA).

The Line Painting Program will be provided to the Contractor at the beginning of the year. A drawing outlining the firm portion of the contract will be provided, with no changes unless a formal amendment is issued through the Contracting Authority. Details will also be provided explaining the additions and deletions of parking lots with applicable drawings, as needed, for as and when required services.

Services required in urgent situations may be requested verbally followed by an email confirmation; all emergency requests will be followed up with a signed TA.

TAs may be issued at any time during the period of the contract, however, it is expected that road line painting will be scheduled from late in May for completion by June 21.

- All work must be accepted by the (PA) upon completion.
- Any deviation from the TA or references must be approved by the PA prior to commencement of any work.
- The Contractor must notify the PA of any structural or ground repairs required to allow for the completion of any of the work.

A4 Tasks and Deliverables

4.1 Firm Requirement – Annual Line Painting Program

- 4.1.1 The Contractor must execute the Line Painting yearly Program provided to re-establish and/or add traffic markings as detailed and specified in Appendix “A” of Annex “A” Statement of Work, drawing # L-B147-9302/293-601.
- 4.1.2 The Contractor must dispose, in an appropriate and safe manner, all debris and garbage resulting from the completion of any work.
- 4.1.3 The Contractor will be responsible for all costs incurred for the disposal of all debris and garbage resulting from the completion of any work.
- 4.1.4 The Contractor will be responsible for all reports, certifications and permits required for the performance of the work.
- 4.1.5 The Contractor will be responsible for the daily clean-up of the work area to the satisfaction of the PA.
- 4.1.6 The Contractor will be responsible for ensuring that the paint applicator used is capable of applying marking components uniformly, at the rates specified, and to dimensions as indicated in the Line Painting Program and as per each individual TA.

4.2 As and When Requested

4.2.1 Services required on an “as and when requested” basis include but are not limited to:

- a. Symbols and letters including reflective glass beads;
- b. solid or dashed pavement markings;
- c. Stop Bars;
- d. Crosswalks: lines, stripes and crosses;
- e. Lane Arrows;
- f. Walking Person Symbol;
- g. Bicycle Symbol;
- h. International symbol of access;
- i. Parking Lot;
- j. Removal of pavement markings

A5 References

All work must be performed in accordance with the latest editions of the following references:

- Base Borden Standing Administrative Order (BBSAI) 1004-Spill Prevention and Response (to be provided by the PA upon contract award).
- Health Canada/ Workplace Hazardous Materials Information System (WHMIS)
- Material Safety Data Sheets (MSDS).
- The Master Painters Institute (MPI).
- Architectural Painting Specification Manual.

- Ontario Provincial Standards Specification (OPSS) 1750, Material Specification for Traffic Paint Reflectoring Glass Beads.
- Ontario Provincial Standards Specification (OPSS) 532, Construction Specification for Pavement Marking.
- Ontario Traffic Manual.
- All Ministry of the Environment Guidelines and Directives.
- National Building Code.
- CFB Borden Security Orders
- All other applicable CFB Borden Orders and industry codes and standards.

Note: In the event of a conflict or discrepancy, the most stringent requirement must apply. All references listed above, with the exception of the BBSAI, are available through internet websites.

A6 Resource Qualifications

All resources proposed for this contract must be acceptable to the PA based on valid certifications applicable to the specific work required. Copies of appropriate and valid certificates for all proposed resources must be provided by the Contractor prior to contract award.

The Contractor must provide copies of appropriate and valid certificates to the PA for any new or additional resources to be assigned work against this contract during the period of the contract prior to conducting any work.

All resources must hold valid certifications, for the duration of the contract, in the following:

- i) Flag Persons Training: required training as per Ontario Health and Safety Act and Construction Regulation 213/91.
- ii) WHMIS

A7 Urgent Service and Regular Service Response Times:

- 7.1 In an urgent situation, the Contractor must, upon verbal authorization from the PA proceed with work within four (4) hours; the verbal request will be followed up with an email confirmation when time permits. A signed DND-626 task authorization will be issued as soon as it is practical for the PA to do so.
- 7.2 The Contractor must not refuse any request for service and must provide a quote within twenty four (24) hours of receiving a TA from the PA. Work must begin within one week of acceptance of quote with "special circumstances" being the only other acceptable time delay. Once the work is started it must be completed without delay.
- 7.3 All work will be done within the confines of CFB Borden, Borden Ontario.

A8 Equipment/ Product Specifications

8.1 The Paint Applicator must be:

- Pressure Type;
- Mobile with positive shut off distributor;
- Capable of applying paint in single, double and dashed lines;
- Capable of applying marking components uniformly.

8.2 The Distributor must be capable of applying reflective glass beads as overlay on freshly applied paint.

8.3 Submissions of product data:

- Prior to contract award, the Contractor must submit to the PA the manufacturer's printed product literature and data sheets for pavement markings which include:
- Products Characteristics;
- Performance Criteria; and
- Finish and Limitations.

8.4 Prior to contract award the Contractor must submit:

- Manufacturer's name and address;
- Name of Paint;
- Master Painters Institute (MPI) specification number; and
- Formulation Number;

8.5 Prior to contract award the Contractor must submit:

- Glass Bead Manufacturer's name and address;
- Printed product literature;
- Data Sheets; and
- 2 copies of WHMIS Material Safety Data Sheets (MSDS) for paint and glass beads.

8.6 Samples

At the request of the PA, the following material sample quantities must be submitted at least 4 weeks prior to commencing work:

- 2- 1Litre samples of each type of paint;
- 1Kg sample of glass beads; and
- Sampling to MPI Painting manual.

All samples must be marked with the name of the project and its location, paint manufacturers name and address, name of paint, MPI specification, formulation and batch numbers.

A9 Provision for Traffic

9.1 The Contractor must at all times, carry out the work in a manner that will create the least interference with traffic consistent with the performance of the work.

9.2 The Contractor will be responsible for controlling traffic through the construction zones by the provision, erection and maintenance of such signs, delineators, barricades, lanterns and flashing lights, and by the provision of flag persons as are required for the proper notification and protection of the public.

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- 9.3 Where the shutdown of traffic flow is necessary in order to complete the work, the Contractor (in conjunction with the PA) must establish, provide and sign detours as required to safely move the traffic.

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Appendix "A" of Annex "A"
Drawing # L-B147-9302/293-601

Please see attached Appendix A.

ANNEX "B"

BASIS OF PAYMENT

Bidders must provide firm, all inclusive prices in Canadian funds. The total amount of Harmonized Sales Tax (HST) is to be show separately, if applicable. The firm prices stated in Annex "B" are firm for the period of the contract.

B.1 Firm Requirement for annual line painting program

Item #	Description	Firm Lot Price
1	To supply all labour, materials, tools, equipment and transportation required for completion of the Firm Requirement – Annual Line Painting Program in accordance with Annex A.	\$

B.2 As and When Requested Services

Item #	Description	Firm Unit Prices	Estimated Usage	Extended Price
1	Pre-marking	\$_____per linear meter	2400	\$
2	Line Markings, with glass beads	\$_____per linear meter	100	\$
3	Line Markings without glass beads	\$_____per linear meter	5000	\$
4	Barrier Free Symbols	\$_____each (classification to International Symbol of Access)	4	\$
5	Crosswalks, Double Lines and X's	\$_____each	2	\$
6	Standard Lane Arrows	\$_____each	1	\$
	REMOVAL OF MARKINGS			\$
7	Minimum Charge for Sandblasting	\$_____per Trip	2	\$
7a	Sandblasting	\$_____per linear meter	100	\$
8	Grinding	\$_____per linear meter	100	\$
Total extended price				\$

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Total Evaluated Price (sum of B.1 and B.2) \$

The estimated usage is based on previous history and usage for the “as and when requested” portion of this Contract. The estimated usage is for evaluation purposes and does not represent an agreement by the Crown for the estimated quantity.

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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Please see attached Annex C.

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ANNEX "D"

TASK AUTHORIZATION

Please see attached Annex D.

TASK AUTHORIZATION AUTORISATION DES TÂCHES

<p>All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.</p>		Contract no. – N° du contrat
		Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	<p>TO THE CONTRACTOR</p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p>À L'ENTREPRENEUR</p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>	
Delivery location – Expédié à		
Delivery/Completion date – Date de livraison/d'achèvement	<p>_____</p> <p>Date for the Department of National Defence pour le ministère de la Défense nationale</p>	
Contract item no. N° d'article du contrat	Services	Cost Prix
		SUB-TOTAL
		GST/HST TPS/TVH
		Total
<p>APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p>		
<p>_____</p> <p>for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</p>		

Instructions for completing DND 626 - Task Authorization

Contract no.

Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost

The cost of the Task broken out into the individual costed items in **Services**.

GST/HST

The GST/HST cost as appropriate.

Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche

Inscrivez le numéro de tâche séquentiel.

N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expédié à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.