

**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 0B2 / Noyau 0B2**  
**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 une exigence en matière de 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><br>Chiller Replacement   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>EP076-160045/A  | <b>Date</b><br>2015-06-01  |
| <b>Client Reference No. - N° de référence du client</b><br>20160045   | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$\$FG-350-67413 |
| <b>File No. - N° de dossier</b><br>fg350.EP076-160045   | <b>CCC No./N° CCC - FMS No./N° VME</b>                           |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2015-06-25</b>  |  |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Daylight<br>Saving Time EDT  |  |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>  |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Séguin, Martine  | <b>Buyer Id - Id de l'acheteur</b><br>fg350                      |
| <b>Telephone No. - N° de téléphone</b><br>(819) 956-4975 ( )  | <b>FAX No. - N° de FAX</b><br>(819) 956-8335                     |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>Centre de formation pour Transport Canada / Canada Training Centre for Transport<br>Canada<br>Edifice O-276 Building<br>200 Airbus privé - 200 Airbus Private<br>Ottawa, Ontario |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

|  |  |
|--|--|
| <b>Delivery Required - Livraison exigée</b><br>See Herein  | <b>Delivery Offered - Livraison proposée</b> |
| <b>Vendor/Firm Name and Address</b><br><b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>   |  |
| <b>Telephone No. - N° de téléphone</b><br><b>Facsimile No. - N° de télécopieur</b>   |  |
| <b>Name and title of person authorized to sign on behalf of Vendor/Firm</b><br><b>(type or print)</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b><br><b>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", SI09, "Security related requirements" and "Supplementary Conditions" SC01 "Security related requirements, document safeguarding location".

#### 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 SI10.

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### R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2015-02-25)

The following GI's are included by reference and are available at the following Web Site <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

|      |  |
|------|--|
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**APPENDIX 1 - COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY DIRECTORS AND OR OWNER OF THE BIDDER**

**APPENDIX 2 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES**

**ANNEX A - VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT**

**ANNEX B - CERTIFICATE OF INSURANCE**

**ANNEX C - SECURITY REQUIREMENT CHECK LIST (SRCL)**

## 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, R2710T. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

### SI02 BID DOCUMENTS

1. The following are the bid documents:

- a. Invitation to Tender - Page 1;
- b. Special Instructions to Bidders;
- c. General Instructions - Construction Services - Bid Security Requirements R2710T (2015-02-25)
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(s); and
- g. Any amendment issued prior to solicitation closing.

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

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

### SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

### SI04 OPTIONAL SITE VISIT

There will be a site visit on **June 16<sup>th</sup>, 2015 at 10:00am**. Interested bidders are to meet at the Transport Canada Training Centre, Building 0-276, 200 Airbus Private, Ottawa, Ontario.

**Safety Attire** – It is mandatory that all individuals attending the site visit have the proper safety footwear (CSA approved green patch) and hard hats. Contractor personnel/individuals who do not have the proper safety attire will be denied access to the site.

**SI05 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is (819) 956-1459.

**SI06 BID RESULTS**

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by faxing a request at fax number (819 956-1459).

**SI07 INSUFFICIENT FUNDING**

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
- c. negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

**SI08 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of SI08 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. of SI08 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

**SI09 SECURITY RELATED REQUIREMENTS**

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

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

## SI10 PUBLIC WORKS AND GOVERNMENT SERVICES 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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## SI11 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&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/5/R>

PWGSC, Industrial Security Services

<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting

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

## SUPPLEMENTARY CONDITIONS (SC)

### SC01 SECURITY REQUIREMENTS

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

1. The Contractor must, at all times during the performance of the Contract, 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 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 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).

### 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.

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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.

## 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 | (2015-04-01); |
| GC2 Administration of the Contract                 | R2820D | (2015-02-25); |
| GC3 Execution and Control of the Work              | R2830D | (2015-02-25); |
| GC4 Protective Measures                            | R2840D | (2008-05-12); |
| GC5 Terms of Payment                               | R2850D | (2015-02-25); |
| GC6 Delays and Changes in the Work                 | R2860D | (2013-04-25); |
| GC7 Default, Suspension or Termination of Contract | R2870D | (2008-05-12); |
| GC8 Dispute Resolution                             | R2880D | (2015-04-01); |
| GC9 Contract Security                              | R2890D | (2014-06-26); |
| GC10 Insurance                                     | R2900D | (2008-05-12); |
| Allowable Costs for Contract Changes Under GC6.4.1 | R2950D | (2015-02-25); |
| 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.

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## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

R. 060139.002

Chiller Replacement for Transport Canada Training Centre  
200 Airbus private, Building 0-276, Ottawa, Ontario.

### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

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

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 twenty two (22) weeks from the date of notification of acceptance of the offer.

### BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

### BA08 SIGNATURE

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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## APPENDIX 2

### VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

*Note; The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex A.*

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

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

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

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

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

Number of company employees: \_\_\_\_\_

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

Trades of those apprentices:

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fg350EP076-160045

Buyer ID - Id de l'acheteur

fg350

CCC No./N° CCC - FMS No./N° VME

**ANNEX B****CERTIFICATE OF INSURANCE**  
(Not required at solicitation closing)

Page 1 of 2

|   |                                    |
|---|------------------------------------|
| <b>Description and Location of Work</b><br><br>Chiller Replacement, Transport Canada Training Centre, 200 Airbus Private, Ottawa, Ontario | <b>Contract No.</b>                |
|   | <b>Project No.</b><br>R.060139.002 |

|                                  |                       |      |          |             |
|----------------------------------|-----------------------|------|----------|-------------|
| 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<br>D / M / Y | Expiry Date<br>D / M / Y | Limits of Liability |                          |                                |
|---|--------------------------------|-----------------------------|--------------------------|---------------------|--------------------------|--------------------------------|
| <b>Commercial General Liability</b><br><br><b>Umbrella/Excess Liability</b> |                                |                             |                          | Per Occurrence      | Annual General Aggregate | Completed Operations Aggregate |
|   |                                |                             |                          | \$                  | \$                       | \$                             |
| <b>Builder's Risk / Installation Floater</b>                                |                                |                             |                          | \$                  |                          |                                |
|   |                                |                             |                          |                     |                          |                                |

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) number

Telephone

Signature

Date D / M / Y

**General**

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

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.

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.

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.

**Commercial General Liability**

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100. The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (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.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

**Builder's Risk / Installation Floater**

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047. 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.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** 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.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).

Solicitation No. - N° de l'invitation

EP076-160045/A

Amd. No. - N° de la modif.

File No. - N° du dossier

fg350EP076-160045

Buyer ID - Id de l'acheteur

fg350

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

20160045

CCC No./N° CCC - FMS No./N° VME

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## **ANNEX C**

### **SECURITY REQUIREMENT CHECK LIST (SRCL)**

**(See attached)**

## ANNEX "C"

Government  
of CanadaGouvernement  
du Canada

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APR 28 2015

Contract Number / Numéro du contrat

EP076-16-0045

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 /<br>Ministère ou organisme gouvernemental d'origine   |  | Public Works and Government Services<br>Canada                         | 2. Branch or Directorate / Direction générale ou Direction<br>RPB         |  |
| 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<br>Chiller & HVAC units replacement project at O-276  |  |  |   |  |
| 5. a) Will the supplier require access to Controlled Goods?<br>Le fournisseur aura-t-il accès à des marchandises contrôlées?  |  |  | <input checked="" type="checkbox"/> No<br>Non                             | <input type="checkbox"/> Yes<br>Oui  |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?<br>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<br>Non                             | <input type="checkbox"/> Yes<br>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?<br>Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?<br>(Specify the level of access using the chart in Question 7. c)<br>(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)                                |  |  | <input checked="" type="checkbox"/> No<br>Non                             | <input type="checkbox"/> Yes<br>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.<br>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<br>Non  | <input checked="" type="checkbox"/> Yes<br>Oui   |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage?<br>S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?   |  |  | <input checked="" type="checkbox"/> No<br>Non                             | <input type="checkbox"/> Yes<br>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<br>Aucune restriction relative à la diffusion <input type="checkbox"/>  |  | All NATO countries<br>Tous les pays de l'OTAN <input type="checkbox"/> |   | No release restrictions<br>Aucune restriction relative à la diffusion <input type="checkbox"/> |
| Not releasable<br>À ne pas diffuser <input type="checkbox"/>  |  |  |   |  |
| Restricted to: / Limité à: <input type="checkbox"/>   |  | Restricted to: / Limité à: <input type="checkbox"/>                    |   | Restricted to: / Limité à: <input type="checkbox"/>  |
| Specify country(ies): / Préciser le(s) pays:  |  | Specify country(ies): / Préciser le(s) pays:                           |   | Specify country(ies): / Préciser le(s) pays:   |
| 7. c) Level of information / Niveau d'information   |  |  |   |  |
| PROTECTED A<br>PROTÉGÉ A <input type="checkbox"/>   |  | NATO UNCLASSIFIED<br>NATO NON CLASSIFIÉ <input type="checkbox"/>       |   | PROTECTED A<br>PROTÉGÉ A <input type="checkbox"/>  |
| PROTECTED B<br>PROTÉGÉ B <input type="checkbox"/>   |  | NATO RESTRICTED<br>NATO DIFFUSION RESTREINTE <input type="checkbox"/>  |   | PROTECTED B<br>PROTÉGÉ B <input type="checkbox"/>  |
| PROTECTED C<br>PROTÉGÉ C <input type="checkbox"/>   |  | NATO CONFIDENTIAL<br>NATO CONFIDENTIEL <input type="checkbox"/>        |   | PROTECTED C<br>PROTÉGÉ C <input type="checkbox"/>  |
| CONFIDENTIAL<br>CONFIDENTIEL <input type="checkbox"/>   |  | NATO SECRET<br>NATO SECRET <input type="checkbox"/>                    |   | CONFIDENTIAL<br>CONFIDENTIEL <input type="checkbox"/>  |
| SECRET<br>SECRET <input type="checkbox"/>   |  | COSMIC TOP SECRET<br>COSMIC TRÈS SECRET <input type="checkbox"/>       |   | SECRET<br>SECRET <input type="checkbox"/>  |
| TOP SECRET<br>TRÈS SECRET <input type="checkbox"/>  |  |  |   | TOP SECRET<br>TRÈS SECRET <input type="checkbox"/>   |
| TOP SECRET (SIGINT)<br>TRÈS SECRET (SIGINT) <input type="checkbox"/>  |  |  |   | TOP SECRET (SIGINT)<br>TRÈS SECRET (SIGINT) <input type="checkbox"/>                           |



# ANNEX "C"



Government  
of Canada

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du Canada

Contract Number / Numéro du contrat

EP076-16-0045

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 ☐ Yes  
Non ☐ 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 ☐ Yes  
Non ☐ Oui

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

Document Number / Numéro du document :

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

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

☒ RELIABILITY STATUS  
COTE DE FIABILITÉ

☐ CONFIDENTIAL  
CONFIDENTIEL

☐ SECRET  
SECRET

☐ TOP SECRET  
TRÈS SECRET

☐ TOP SECRET - SIGINT  
TRÈS SECRET - SIGINT

☐ NATO CONFIDENTIAL  
NATO CONFIDENTIEL

☐ NATO SECRET  
NATO SECRET

☐ COSMIC TOP SECRET  
COSMIC TRÈS SECRET

☐ SITE ACCESS  
ACCÈS AUX EMPLACEMENTS

Special comments:

Commentaires spéciaux :

Only security screened personnel must be utilized.

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?

If Yes, will unscreened personnel be escorted?

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

☒ No ☐ Yes  
Non ☐ Oui

☒ No ☐ Yes  
Non ☐ 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 ☐ Yes  
Non ☐ 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 ☐ Yes  
Non ☐ 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 ☐ Yes  
Non ☐ 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 ☐ Yes  
Non ☐ 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 ☐ Yes  
Non ☐ Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada

# ANNEX "C"



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

EP076-16-0045

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<br>Catégorie  | PROTECTED<br>PROTÉGÉ |   |   | CLASSIFIED<br>CLASSIFIÉ      |                       | NATO  |  |                |   | COMSEC               |   |   |                              |                       |
|--|----------------------|---|---|------------------------------|-----------------------|---|--|----------------|---|----------------------|---|---|------------------------------|-----------------------|
|  | A                    | B | C | CONFIDENTIAL<br>CONFIDENTIEL | SECRET<br>TRÈS SECRET | NATO<br>RESTRICTED<br>NATO<br>DIFFUSION<br>RESTREINTE | NATO<br>CONFIDENTIAL<br>NATO<br>CONFIDENTIEL | NATO<br>SECRET | COSMIC<br>TOP<br>SECRET<br>COSMIC<br>TRÈS<br>SECRET | PROTECTED<br>PROTÉGÉ |   |   | CONFIDENTIAL<br>CONFIDENTIEL | SECRET<br>TRÈS SECRET |
|  |                      |   |   |                              |                       |   |  |                |   | A                    | B | C |                              |                       |
| Information / Assets<br>Renseignements / Biens<br>Production |                      |   |   |                              |                       |   |  |                |   |                      |   |   |                              |                       |
| IT Media /<br>Support TI                                     |                      |   |   |                              |                       |   |  |                |   |                      |   |   |                              |                       |
| IT Link /<br>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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).