



**Réception des soumissions - TPSGC / Bid
Receiving - PWGSC
1550, Avenue d'Estimauville
1550, D'Estimauville Avenue
Québec
Québec
G1J 0C7**

Comments - Commentaires

Issuing Office - Bureau de distribution
TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Title - Sujet Mont-Joli Divers projets de Constr	
Solicitation No. - N° de l'invitation EE517-141505/D	Date 2017-05-05
Client Reference No. - N° de référence du client EE517-14-1505	GETS Ref. No. - N° de réf. de SEAG PW-\$QCL-018-17106
File No. - N° de dossier QCL-3-36386 (018)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-06-19	
Time Zone Fuseau horaire Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée .	
Address Enquiries to: - Adresser toutes questions à: Piras, Gabriel	Buyer Id - Id de l'acheteur qcl018
Telephone No. - N° de téléphone (418)649-2870 ()	FAX No. - N° de FAX (418)648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA ESC 1 - MPO / TRANSPORT CST 1 - DFO / TC CP 1000 STN BUREAU CHEF MONT-JOLI Québec G5H 3Z4 Canada	
Security - Sécurité This request for a Supply Arrangement includes provisions for security. Cette Demande pour un arrangement comprend des dispositions en matière de sécurité.	

Instructions: Voir aux présentes

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

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C. RESULTING CONTRACT CLAUSES

1. General

List of Annexes:

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

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the security requirement, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes *include*:

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

2. Summary

This requirement consists in issuing Supply Arrangements (SA) for general contracting services for the realization of construction work. The Supply Arrangement will be valid from date of award to July 21, 2018 with the option of one (1) one-year extension. The maximum amount the Crown can pay pursuant to the Supply Arrangement is estimated at \$2,299,500.00 (including taxes). The work involved in this arrangement will be carried out at:

Maurice Lamontagne Institute, 850 Route de la Mer, Mont-Joli, Quebec

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Les Escoumins, 35 Otis Street, Les Escoumins, Quebec

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

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

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

3. Security Requirements

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

4. Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2017-04-27) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

2. Submission of Arrangements

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

Due to the nature of the Request for Supply Arrangements, transmission of arrangements by facsimile to PWGSC will not be accepted.

3. Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than seven (7) calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

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

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

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

Section I: Technical Arrangement (3 hard copies)

Section II: Certifications (3 hard copies)

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, suppliers should:

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

Section I: Technical Arrangement

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

Section II: Certifications

Suppliers must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.2 Technical Evaluation

Mandatory Technical Criteria

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

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

4.3. Basis of Selection

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

4.4 Security Requirement

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

PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Supplier must provide with its arrangement the required documentation, as applicable), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information

The certifications and additional information listed below should be submitted with the arrangement, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the arrangement non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Supplier must provide the required documentation, as applicable, to be given further consideration in the procurement process.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

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

2. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE EE517-141505

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

3. Standard Clauses and Conditions

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

3.1 General Conditions

2020 (2016-04-04) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

4. Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from the date of issue to July 21, 2018, with the possibility to extend for one (1) optional one-year period.

5. Authorities

5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Gabriel Piras
Title: Supply specialist

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Public Works and Government Services Canada Acquisitions
Branch

Telephone: 418-649-2870

Facsimile: 418-648-2209

E-mail address: Gabriel.piras@tpsgc-pwgsc.gc.ca

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

5.2 Supplier's Representative

(Fill)

Name: _____

Phone: _____

Fax: _____

email: _____

6. Identified Users

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

7. On-going Opportunity for Qualification

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

8. Priority of Documents

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions 2020 (2016-04-04), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex A - Type of document (Invitation to tender, Projects estimated to over 100 000 \$
- (d) Annex B - Type of document (Invitation to tender, Projects estimated to less than 100 000\$
- (e) Annex D - Contractor's Orientation Guide
- (f) Annex E - Mandatory Form - Letter of reference
- (g) Annex F - Security Requirements Checklist
- (h) the Supplier's arrangement dated _____.

9. Certifications

9.1 Compliance

Compliance with the certifications and related documentation provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

10. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

B. BID SOLICITATION

1. Bid Solicitation Documents

Canada will use the bid solicitation template at Annex A for requirements of 100 000\$ and more and the template at Annex B for requirements less than 100 000\$. The latest version of the templates will be used.

The bid solicitation will contain as a minimum the following:

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

2. Bid Solicitation Process

2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA.

2.2 The bid solicitation will be sent directly to suppliers.

C. RESULTING CONTRACT CLAUSES

1. General

See annexes A and B

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Annex "A"

Type of document: Invitation to tender for project estimated 100 000\$ and more

See attached PDF File

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Annex “B”

Type of document: Invitation to tender for project estimated under 100 000\$

See attached PDF File

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Annex “C”

Cancelled: Construction Site Security is to be in accordance with the Specifications provided for each project.

ANNEX D - CONTRACTOR'S ORIENTATION GUIDE

Execution of Work and Orientation Guide for Contractors

INTRODUCTION

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

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

Service must not be interrupted without prior authorization

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

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

RULES AND PROCEDURES FOR BUILDING ACCESS

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

GENERAL INFORMATION

Building access

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

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

Security and identification

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

Hours of work

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

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

Garage access

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

Loading dock and deliveries

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

Elevator

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

Health and safety

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

Work in confined spaces

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

Fire evacuation plan

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

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Medical or fire emergencies

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

Manual fire alarms (pull stations)

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

Fire extinguishers and hoses

Fire extinguishing stations are located on designated columns.

Heat and smoke detectors

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

Welding and cutting

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

Bypassing fire alarms

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

Fire sprinkler system

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

Water damage and mechanical breakage

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

Explosive-actuated tools

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

Known risks

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

Roof access

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

Signage

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

WHMIS - Safety data sheets

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

Tools

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

Noisy work

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

Electrical panel

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

Storing of materials

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

Padlocking

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

Work area cleanliness

The Contractor is responsible for the cleanliness of the work area during and after work, and for the removal of debris and waste materials. The building maintenance department is not responsible for

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CCC No./N° CCC - FMS No/ N° VME

EE517-14-1505

QCM-3-36386

cleaning work areas after work. If the services of maintenance staff are required, the Contractor will be charged.

Tobacco use

Smoking in the buildings is prohibited.

Protocol

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

Parking

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

Washrooms

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

Statutory holidays

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

Cameras

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

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ANNEX E - MANDATORY FORM - LETTER OF REFERENCE

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

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

This hereby confirms that the following contractor: _____
executed the work for the following project _____

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

Summary of work done on project:

Client Name
(Block Letters)

Title

Signature

Client's Company Name

Telephone

Date

Initial Contract value (including taxes)

Final Contract value (including taxes)

Original expected Contract Completion date

Actual Contract Completion date

PWGSC RESERVES THE RIGHT TO CHECK THE REFERENCES

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ANNEX F

Security Requirements Checklist

(refer to pdf file attached)

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ANNEX G - LIST OF ADMINISTRATORS

(Text copied from the Ineligibility and Suspension Policy <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)

List of names: All bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the bidder otherwise disqualified for award of a contract or real property agreement.

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

TENDER DOCUMENTS: Suppliers intending to submit tenders on this project should obtain tender documents through the website

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

THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT

For further instructions please consult “Special Instruction to Bidders”, SI09, “Industrial Security Related Requirements” and “Supplementary Conditions” SC01 “Industrial Security Related Requirements, Document Safeguarding Location”.

ASPHALT CEMENT PRICE ADJUSTMENT

Inclure le texte suivant lorsque la clause, Ajustement du prix du bitume est utilisée

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

SUPPORT THE USE OF APPRENTICES

The Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI10.

INTEGRITY PROVISIONS - BID

Changes have been made to the Integrity Provisions - Bid as of 2016-04-04. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

LISTING of SUBCONTRACTORS

As per GI07 of R2710T you should provide using Annex D at Bid closing a list of Subcontractors that have 20% or more of the tendered price value.

PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <http://www.tpsgc-pwgsc.gc.ca/comm/vedette-features/2016-04-19-00-eng.html>

ADDITION OF PERFORMANCE EVALUATION-CONTRACT

Take note of the additional paragraph to be included in clause R2810D identified in SC05.

ADDITION OF TERMINOLOGY

Take note of the additional paragraph to be included in clause R2810D identified in SC06.

TABLE OF CONTENTS**SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

SI01	Bid Documents
SI02	Enquiries during the Solicitation Period
SI03	Mandatory/Optional Site Visit
SI04	Revision of Bid
SI05	Bid Results
SI06	Insufficient Funding
SI07	Bid Validity Period
SI08	Construction Documents
SI09	Industrial Security Related Requirements
SI10	Public Works and Government Services Canada, Apprentice Procurement Initiative
SI11	Web Sites
SI12	Financial Bid

R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2016-04-04)

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

GI01	Integrity Provisions - Bid
GI02	Completion of Bid
GI03	Identity or Legal Capacity of the Bidder
GI04	Applicable Taxes
GI05	Capital Development and Redevelopment Charges
GI06	Registry and Pre-qualification of Floating Plant
GI07	Listing of Subcontractors and Suppliers
GI08	Bid Security Requirements
GI09	Submission of Bid
GI10	Revision of Bid
GI11	Rejection of Bid
GI12	Bid Costs
GI13	Procurement Business Number
GI14	Compliance with Applicable Laws
GI15	Approval of Alternative Materials
GI16	Performance Evaluation
GI17	Conflict of Interest-Unfair Advantage
GI18	Code of Conduct for Procurement—bid

SUPPLEMENTARY CONDITIONS (SC)

SC01	Industrial Security Related Requirements, Documents Safeguarding
SC02	Limitation of Liability
SC03	Insurance Terms
SC04	Asphalt Price Adjustment
SC05	Performance Evaluation-Contract
SC06	Interpretation

CONTRACT DOCUMENTS (CD)**BID AND ACCEPTANCE FORM (BA)**

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

Annex “A”

Type of document: Invitation to tender for project estimated 100 000\$ and more

BA08 Signature

MODIFIER, AJOUTER OU SUPPRIMER LES APPENDICES OU ANNEXES TEL QUE REQUIS.

APPENDIX 1 - COMBINED PRICE FORM

APPENDIX 2 - INTEGRITY PROVISIONS

APPENDIX 3 - REQUIREMENTS FOR DOCUMENT SAFEGUARDING LOCATION FORM

APPENDIX 4 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

APPENDIX 5 – DEPARTMENTAL REPRESENTATIVE’S AUTHORITY

ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL)

ANNEX B - CERTIFICATE OF INSURANCE

ANNEX C - VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT

ANNEX D - LISTING OF SUBCONTRACTORS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 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 (2016-04-04)
- 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>

Enlever si non applicable, peut être utilisé pour des projets où les soumissionnaires sont éloignés du bureau de réception des soumissions et de moins de \$100,000 (sans garantie de soumission)

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

R2410T section GI07, add following paragraph;

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

- a. Must be completed on the Bid and Acceptance Form
- b. Must indicate
 - Project number
 - Solicitation number
 - Bidder's name
 - Closing Date and Time
- c. Must be received before tender closing time at fax number (xxx)xxx-xxxx

Insérer si applicable

Bids sent by fax will not be accepted

SI02 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 **ten (10)** 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.

SI03 MANDATORY/OPTIONAL SITE VISIT

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

L'exigence d'une visite obligatoire des lieux ne devrait être utilisée que lorsqu'il existe des contraintes opérationnelles réelles. Il est préférable que la visite soit optionnelle pour éviter d'avoir à rejeter les soumissionnaires qui ne peuvent se conformer.

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

Spécifier si les visiteurs doivent porter de l'équipement de protection pour la santé et sécurité.

SI04 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is (418) 648-2209 (514) 496-3822

Insérer les coordonnées aux espaces prévus

SI05 BID RESULTS

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by calling (418) 649-2888 (514) 496-3388

Supprimer ce qui suit si le besoin est assujetti à l'ALÉNA et/ou l'AMP-OMC

SI06 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).

SI07 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 SI07 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 SI07 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.
 - c. 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.

SI08 CONSTRUCTION DOCUMENTS (Si applicable)

Inscrire le montant de copies dans l'espace prévue

The successful Contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum five (5), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

SI09 INDUSTRIAL SECURITY RELATED REQUIREMENTS

1. **At bid closing, the Bidder must hold a valid Security Clearance** as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.
2. The Successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the Work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful bidder's non-compliance with the mandatory security requirement.

Si l'exigence ne comporte pas de mesures de protection dans les installations du soumissionnaire, supprimer les paragraphes 3 et 4.
3. The Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Supplementary Clauses (SC01);
4. The Bidder must provide the address of proposed location(s) of work performance or document safeguarding as indicated in Supplementary Clauses SC01.
5. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" on the Standard Procurement Documents Web site [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. 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. 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. 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 4](#)) 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

Annex "A"

Type of document: Invitation to tender for project estimated 100 000\$ and more

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 4](#).

If you accept fill out and sign [Appendix 4](#)

** 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.*

SI11 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl>

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

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

Labour and Material Payment Bond (form PWGSC-TPSGC 506)

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

Standard Acquisition Clauses and Conditions (SACC) Manual

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting

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

Declaration Form

<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

SI12 FINANCIAL BID

The total amount of the bid excludes taxes

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

Supprimer l'option non applicable

OPTION 1

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

Insérer les clauses fournies par la DSIC et joindre la LVERS en annexe.

Si des mesures de protection sont requises aux installations de l'entrepreneur, tel qu'indiqué dans les clauses fournies par la DSIC, l'entrepreneur devra compléter l'appendice 4

Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work or document safeguarding, for the addresses indicated in Appendix 3

OU

OPTION 2

There is no document security requirement applicable to this Contract.

Inclure la clause suivante aux contrats où la majorité des travaux sont exécutés dans des édifices bas, des édifices en hauteur ou des édifices patrimoniaux. La clause ne peut être utilisée aux contrats pour travaux en génie civil, travaux maritimes, ponts, barrages et installations à vocation spécifique tel que les laboratoires, aéroports, hangars ou installations de chauffage.

SC02 LIMITATION OF LIABILITY

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

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
 - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

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

5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC03 INSURANCE TERMS

AVIS AUX AGENTS DE CONTRATS

Les obligations de l'entrepreneur sont spécifiées à la R2900D et aux Conditions d'assurances ci-dessous.

Les obligations de l'assureur doivent être spécifiées dans le formulaire d'Attestation d'assurance qui est disponible sur le répertoire P:\ACQB\Business\RPC_AMI\Standard Templates - Modèles normalisés\Construction\Français. Vous devrez l'inclure en annexe B avant de publier l'invitation à soumissionner.

Lors de l'octroi du contrat, l'Attestation d'assurance devra être envoyée à l'entrepreneur en format MS Word afin de permettre à celui-ci de la compléter électroniquement.

Exigences minimum d'assurances:

Contrats dont la valeur est estimée à moins de 100 000\$:

- Responsabilité civile des entreprises

Contrats dont la valeur est estimée à 100 000\$ et plus:

- Responsabilité civile des entreprises
- Assurance des chantiers / Risques d'installation (généralement non-requis pour les contrats qui ne comportent pas de travaux/biens à assurer, tel que: pavage, enlèvement de l'amiante, dragage).

Assurances additionnelles:

Le client est responsable d'informer l'agent de contrat des types d'assurances additionnelles qui doivent être exigés.

Responsabilité pollution des entrepreneurs:

Requis lorsque la nature des travaux représente un risque de dommages de pollution tel que :

- travaux reliés à des réservoirs de stockage
- travaux effectués sur des ponts ou au dessus de plans d'eau lorsque des contaminants pourrait être déversés dans les cours d'eau
- travaux impliquant l'enlèvement de matières dangereuses

Responsabilité maritime:

Requis lorsque les travaux ou une partie des travaux comprend l'exploitation d'un engin nautique, par exemple dans les contrats comprenant des activités avec divers types de bateaux, comme les dragues, les remorqueurs et les barges.

Responsabilité aérienne:

Requis lorsque les travaux ou une partie des travaux est exécutée du « côté piste » d'un aéroport. « côté piste » signifie toute aire ou partie de l'enceinte de l'aéroport dont l'accès est contrôlé. Exemple: aires de trafic, voies de circulation et pistes, certaines parties d'un terminal et autres édifices à l'intérieur ou à proximité de la clôture périphérique de l'aéroport. Cette aire est délimitée par l'autorité aéroportuaire.

Ajouter autre types d'assurances selon la nature des travaux.

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.

Inclure cette clause aux contrats de pavage lorsque l'autorité technique l'exige

SC04 ASPHALT CEMENT PRICE ADJUSTMENT

- 1. The price of asphalt cement incorporated into hot mix asphalt shall be adjusted for each month in which paving occurs when the price index for that month differs by more than 5% from the price index for the month prior to bid closing. The price adjustment shall be calculated in accordance with the applicable price adjustment formula of paragraph 2.
- 2. Price Adjustment formulae:
 - a. When the price index, for the month in which paving occurs, is higher than 105% of the price index for the month prior to bid closing, Canada shall pay the Contractor a compensation of:
(Example based on a 5% increase)
 $PA = (IM - 1.05 IB) \times \text{quantity of asphalt cement in tons}$
 - b. When the price index, for the month in which paving occurs, is less than 95% of the price index for the month prior to bid closing, Canada shall deduct an amount from the monthly payment to the Contractor of:
(Example based on a 5% decrease)
 $PA = (.95IB - IM) \times \text{quantity of asphalt cement in tons}$

PA = payment adjustment for asphalt cement, in dollars

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

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

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

3. For each month in which a payment adjustment is made, Canada shall use the fixed asphalt cement content of the final job mix formula to determine the asphalt cement quantity that is used.
4. The payment adjustments shall be made on the monthly Request for Progress Payment form for the months in which hot mix paving occurs.

SC05 PERFORMANCE EVALUATION-CONTRACT

R2810D General Condition is modified to include the following GC1.22.

1. Contractors shall take note that the performance of the Contractor during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria:
 - a. quality of workmanship
 - b. time
 - c. project management
 - d. contract management
 - e. health and safety
2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:
 - a. unacceptable: 0 to 5 points
 - b. not satisfactory: 6 to 10 points
 - c. satisfactory: 11 to 16 points
 - d. superior: 17 to 20 points
3. The consequences resulting from the performance evaluation are as follows:
 - a. For an overall rating of 85% or higher, a congratulation letter is sent to the Contractor.
 - b. For an overall rating of between 51% and 84%, a standard, meets expectations letter, is sent to the Contractor.
 - c. For an overall rating of between 30% and 50%, a warning letter is sent to the Contractor indicating that if, within the next two (2) years, they receive 50% or less on another evaluation, the firm may be suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
 - d. For an overall rating of less than 30%, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
 - e. For a rating of 5 points or less on any one criterion, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.

The form PWGSC-TPSGC 2913, Select - Contractor Performance Evaluation Report (CPERF), is used to record the performance.

SC06 INTERPRETATION

R2810D General Condition GC1.1.2 Terminology is modified to include the following,

"Architectural and Engineering Services ":

means services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration services, for real property projects.

"Construction Services ":

means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above.

"Facility Maintenance Services ":

Annex “A”

Type of document: Invitation to tender for project estimated 100 000\$ and more

means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and/or degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works.

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	(2016-04-04);
GC2	Administration of the Contract-	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2015-02-25);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2016-01-28);
GC6	Delays and Changes in the Work	R2860D	(2016-01-28);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
<i>Si la valeur du projet est estimée entre 100 000\$ et 5 millions, insérer la clause suivante:</i>			
GC8	Dispute Resolution	R2880D	(2016-01-28);
<i>Si la valeur du projet est estimée à plus de 5 millions, insérer la clause suivante:</i>			
GC8	Dispute Resolution	R2882D	(2016-01-28);
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 closing;
 - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.
- 4.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Insérer titre du projet et l'emplacement

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-mail address: _____

Industrial Security Program Organisation Number (ISP ORG#) _____
(when required)

BA03 THE OFFER

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

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

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

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

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1**.

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of (sixty) [60] days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

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

BA06 CONSTRUCTION TIME

The Contractor shall perform and complete the Work within [letters] [numbers] weeks from the date of notification of acceptance of the offer.

BA07 BID SECURITY

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

BA08 SIGNATURE

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

Signature

Date

Supprimer si non requis

APPENDIX 1 - COMBINED PRICE FORM (1 page)

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

LUMP SUM

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

- (a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

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

UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price item.

	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(s) extra (PU)	Extended amount (EQ x PU) applicable tax(s) extra
TOTAL EXTENDED AMOUNT (TEA) Excluding applicable tax(s)						

TOTAL BID AMOUNT (LSA + TEA) Excluding applicable tax(s)	
--	--

Inclure à l'invitation à soumissionner

APPENDIX 2 - INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)

List of names: All bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the bidder otherwise disqualified for award of a contract or real property agreement.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Utiliser ou modifier au besoin

APPENDIX 3 – REQUIREMENTS FOR DOCUMENT SAFEGUARDING LOCATION FORM

Provide the address of proposed location(s) of work performance or document safeguarding as indicated in Supplementary Clauses (SC01).

Address: _____
Street Number / Street Name, Unit / Suite / Apartment Number _____
City, Province, Territory / State _____
Postal Code / Zip Code _____
Country _____

Note to contractor, use additional locations as required:

Address: _____
Street Number / Street Name, Unit / Suite / Apartment Number _____
City, Province, Territory / State _____
Postal Code / Zip Code _____
Country _____

Address: _____
Street Number / Street Name, Unit / Suite / Apartment Number _____
City, Province, Territory / State _____
Postal Code / Zip Code _____
Country _____

APPENDIX 4 - 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 C

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:

A être complété et remis à l'entrepreneur par l'autorité contractante lors de l'attribution du contrat.

APPENDIX 5 – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

TO BE PROVIDED AT CONTRACT AWARD.

Contracting Authority is :

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

Technical Authority is :

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

Insérer LVERS reçu du gestionnaire de projet.

ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL)

Annex "A"

Type of document: Invitation to tender for project estimated 100 000\$ and more

AVIS à L'AGENT DE CONTRAT; Compléter les cases surlignées en vert. Vous devez également supprimer les types d'assurances et leurs instructions (caractères bleu) qui ne sont pas requis.

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

Page 1 of 2



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work	Contract No.
	Project No.

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				
<i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Umbrella/Excess Liability				\$	\$	\$
Builder's Risk / Installation Floater				\$		
Pollution Liability				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
Marine Liability				\$		
Aviation Liability				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
Insert other type of insurance as required				\$		

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

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

Annex "A"

Type of document: Invitation to tender for project estimated 100 000\$ and more

CERTIFICATE OF INSURANCE Page 2 of 2

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>).

Contractors Pollution Liability

The policy must have a limit usual for a contract of this nature, but not less than **\$1,000,000** per incident or occurrence and in the aggregate.

Aviation Liability

The insurance coverage shall Include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than **\$5,000,000** per incident or occurrence and in the aggregate.

Marine Liability

The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.

The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.

The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.

Other types of Insurance

To be inserted below according to specifics of project.

Use separate page if needed.

ANNEX C - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)

This report is not required at bid deposit)

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Contract, whichever comes first to the Contracting Authority.

Number of apprentices hired	Trade

(Add rows as needed)

ANNEX D - LISTING OF SUBCONTRACTORS

Note à l'agent contractuel;

Afin d'établir la liste des sous-traitants, dépendamment de la nature des travaux et en consultation avec l'autorité contractuelle vous pouvez procéder comme suit;

- a) établir la liste des divisions dont l'identification des sous-traitants est demandé ou,
 - b) établir la liste selon votre estimation des travaux en sous-traitance d'une valeur de plus de 20% de la valeur total du projet ou,
 - c) laissé l'entrepreneur général compléter la liste selon la valeur des prix des sous-traitants de plus de 20%.
- 1) In accordance with GI07 - Listing of Subcontractors and Suppliers of R2710T- General Instructions - Construction Services - Bid Security Requirements, the Bidder should provide a list of Subcontractors with his Bid.
 - 2) The Bidder should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Bid Price.

	Subcontractor	Division	Estimated value of work
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT

For further instructions please consult “Special Instruction to Bidders”, SI09, “Industrial Security Related Requirements” and “Supplementary Conditions” SC01 “Industrial Security Related Requirements, Document Safeguarding Location”.

ASPHALT CEMENT PRICE ADJUSTMENT

Inclure le texte suivant lorsque la clause, Ajustement du prix du bitume est utilisée

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

SUPPORT THE USE OF APPRENTICES

The Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI10.

INTEGRITY PROVISIONS - BID

Changes have been made to the Integrity Provisions - Bid as of 2016-04-04. See GI01, Integrity Provision-Bid of R2410T of the General Instructions for more information.

LISTING of SUBCONTRACTORS

As per GI06 of R2410T you should provide using Annex D at Bid closing a list of Subcontractors that have 20% or more of the tendered price value.

PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <http://www.tpsgc-pwgsc.gc.ca/comm/vedette-features/2016-04-19-00-eng.html>

ADDITION OF PERFORMANCE EVALUATION-CONTRACT

Take note of the additional paragraph to be included in clause R2810D identified in SC05.

ADDITION OF TERMINOLOGY

Take note of the additional paragraph to be included in clause R2810D identified in SC06.

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Bid Documents
- SI02 Enquiries during the Solicitation Period
- SI03 [Mandatory/Optional Site Visit](#)
- SI04 Revision of Bid
- SI05 Bid Results
- SI06 Insufficient Funding
- SI07 Bid Validity Period
- SI08 [Construction Documents](#)
- SI09 [Industrial Security Related Requirements](#)
- SI10 Public Works and Government Services Canada, Apprentice Procurement Initiative
- SI11 Web Sites
- SI12 Financial Bid

R2410T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES (GI) (2016-04-04)

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

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Listing of Subcontractors and Suppliers
- GI07 Submission of Bid
- GI08 Revision of Bid
- GI09 Rejection of Bid
- GI10 Bid Costs
- GI11 Procurement Business Number
- GI12 Compliance with Applicable Laws
- GI13 Approval of Alternative Materials
- GI14 Performance Evaluation
- GI15 Conflict of Interest-Unfair Advantage
- GI16 Code of Conduct for Procurement—bid

SUPPLEMENTARY CONDITIONS (SC)

- SC01 [Industrial Security Related Requirements, Documents Safeguarding](#)
- SC02 [Limitation of Liability](#)
- SC03 Insurance Terms
- SC04 [Asphalt Price Adjustment](#)
- SC05 Performance Evaluation-Contract
- SC06 Interpretation

CONTRACT DOCUMENTS (CD)

BID AND ACCEPTANCE FORM (BA)

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

Annex “B”

Type of document: Invitation to tender for project estimated under 100 000\$

MODIFIER, AJOUTER OU SUPPRIMER LES APPENDICES OU ANNEXES TEL QUE REQUIS.

APPENDIX 1 - COMBINED PRICE FORM

APPENDIX 2 - INTEGRITY PROVISIONS

APPENDIX 3 - REQUIREMENTS FOR DOCUMENT SAFEGUARDING LOCATION FORM

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ANNEX D - LISTING OF SUBCONTRACTORS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 BID DOCUMENTS

1. The following are the bid documents:

- a. Invitation to Tender - Page 1;
- b. Special Instructions to Bidders;
- c. General Instructions - Construction Services, R2410T (2016-04-04)
- d. Clauses & Conditions identified in “Contract Documents”;
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(s); and
- g. Any amendment issued prior to solicitation closing.

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

2. General Instructions- Construction Services R2410T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

Enlever si non applicable, peut être utilisé pour des projets où les soumissionnaires sont éloignés du bureau de réception des soumissions et de moins de \$100,000 (sans garantie de soumission)

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

R2410T section GI07, add following paragraph;

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

- a. Must be completed on the Bid and Acceptance Form
- b. Must indicate
 - Project number
 - Solicitation number
 - Bidder's name
 - Closing Date and Time
- c. Must be received before tender closing time at fax number (xxx)xxx-xxxx

Insérer si applicable :

Les soumissions par télécopieur ne seront pas acceptées

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI13 of R2410T, enquiries should be received no later than **ten (10)** 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.

SI03 MANDATORY/OPTIONAL SITE VISIT

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

L'exigence d'une visite obligatoire des lieux ne devrait être utilisée que lorsqu'il existe des contraintes opérationnelles réelles. Il est préférable que la visite soit optionnelle pour éviter d'avoir à rejeter les soumissionnaires qui ne peuvent se conformer.

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

Spécifier si les visiteurs doivent porter de l'équipement de protection pour la santé et sécurité.

SI04 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI08 of R2410T. The facsimile number for receipt of revisions is (418) 648-2209 (514) 496-3822

Insérer les coordonnées aux espaces prévus

SI05 BID RESULTS

1. A public bid opening will be held in the office designated on the Front Page “Invitation to Tender” for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by calling (418) 649-2888 (514) 496-3388

Supprimer ce qui suit si le besoin est assujetti à l'ALÉNA et/ou l'AMP-OMC

SI06 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).

SI07 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 SI07 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 SI07 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
 - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI09 of R2410T.

SI08 CONSTRUCTION DOCUMENTS (Si applicable)

Inscrire le montant de copies dans l'espace prévue

The successful Contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum five (5), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

SI09 INDUSTRIAL SECURITY RELATED REQUIREMENTS

1. **At bid closing, the Bidder must hold a valid Security Clearance** as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.
2. The Successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the Work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful bidder's non-compliance with the mandatory security requirement.

Si l'exigence ne comporte pas de mesures de protection dans les installations du soumissionnaire, supprimer les paragraphes 3 et 4.

3. The Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Supplementary Clauses (SC01);
4. The Bidder must provide the address of proposed location(s) of work performance or document safeguarding as indicated in Supplementary Clauses SC01.
5. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" on the Standard Procurement Documents Web site [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. 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. 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. 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 4](#)) 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 4](#).

If you accept fill out and sign [Appendix 4](#)

** The journeyperson-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.*

SI11 WEB SITES

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

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

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

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

PWGSC, Industrial Security Services <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

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

Declaration Form
<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

SI12 FINANCIAL BID

The total amount of the bid excludes taxes

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

Supprimer l'option non applicable

OPTION 1

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

Insérer les clauses fournies par la DSIC et joindre la LVERS en annexe.

Si des mesures de protection sont requises aux installations de l'entrepreneur, tel qu'indiqué dans les clauses fournies par la DSIC, l'entrepreneur devra compléter l'appendice 4

Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work or document safeguarding, for the addresses indicated in Appendix 3

OU

OPTION 2

There is no document security requirement applicable to this Contract.

Inclure la clause suivante aux contrats où la majorité des travaux sont exécutés dans des édifices bas, des édifices en hauteur ou des édifices patrimoniaux. La clause ne peut être utilisée aux contrats pour travaux en génie civil, travaux maritimes, ponts, barrages et installations à vocation spécifique tel que les laboratoires, aéroports, hangars ou installations de chauffage.

SC02 LIMITATION OF LIABILITY

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

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
 - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

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

5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC03 INSURANCE TERMS
AVIS AUX AGENTS DE CONTRATS

Les obligations de l'entrepreneur sont spécifiées à la R2900D et aux Conditions d'assurances ci-dessous.

Les obligations de l'assureur doivent être spécifiées dans le formulaire d'Attestation d'assurance qui est disponible sur le répertoire P:\ACQB\Business\RPC_AMI\Standard Templates - Modèles normalisés\Construction\Français. Vous devrez l'inclure en annexe B avant de publier l'invitation à soumissionner.

Lors de l'octroi du contrat, l'Attestation d'assurance devra être envoyée à l'entrepreneur en format MS Word afin de permettre à celui-ci de la compléter électroniquement.

Exigences minimum d'assurances:

Contrats dont la valeur est estimée à moins de 100 000\$:

- Responsabilité civile des entreprises

Contrats dont la valeur est estimée à 100 000\$ et plus:

- Responsabilité civile des entreprises
- Assurance des chantiers / Risques d'installation (généralement non-requis pour les contrats qui ne comportent pas de travaux/biens à assurer, tel que: pavage, enlèvement de l'amiante, dragage).

Assurances additionnelles:

Le client est responsable d'informer l'agent de contrat des types d'assurances additionnelles qui doivent être exigés.

Responsabilité pollution des entrepreneurs:

Requis lorsque la nature des travaux représente un risque de dommages de pollution tel que :

- travaux reliés à des réservoirs de stockage
- travaux effectués sur des ponts ou au dessus de plans d'eau lorsque des contaminants pourrait être déversés dans les cours d'eau
- travaux impliquant l'enlèvement de matières dangereuses

Responsabilité maritime:

Requis lorsque les travaux ou une partie des travaux comprend l'exploitation d'un engin nautique, par exemple dans les contrats comprenant des activités avec divers types de bateaux, comme les dragues, les remorqueurs et les barges.

Responsabilité aérienne:

Requis lorsque les travaux ou une partie des travaux est exécutée du « côté piste » d'un aéroport. « côté piste » signifie toute aire ou partie de l'enceinte de l'aéroport dont l'accès est contrôlé. Exemple: aires de trafic, voies de circulation et pistes, certaines parties d'un terminal et autres édifices à l'intérieur ou à proximité de la clôture périphérique de l'aéroport. Cette aire est délimitée par l'autorité aéroportuaire.

Ajouter autre types d'assurances selon la nature des travaux.

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.

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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.

Inclure cette clause aux contrats de pavage lorsque l'autorité technique l'exige

SC04 ASPHALT CEMENT PRICE ADJUSTMENT

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

2. Price Adjustment formulae:

- a. When the price index, for the month in which paving occurs, is higher than 105% of the price index for the month prior to bid closing, Canada shall pay the Contractor a compensation of:
(Example based on a 5% increase)
 $PA = (IM - 1.05 IB) \times \text{quantity of asphalt cement in tons}$
- b. When the price index, for the month in which paving occurs, is less than 95% of the price index for the month prior to bid closing, Canada shall deduct an amount from the monthly payment to the Contractor of:
(Example based on a 5% decrease)
 $PA = (.95IB - IM) \times \text{quantity of asphalt cement in tons}$

PA = payment adjustment for asphalt cement, in dollars

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

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

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

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

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

SC05 PERFORMANCE EVALUATION-CONTRACT

R2810D General Condition is modified to include the following GC1.22.

1. Contractors shall take note that the performance of the Contractor during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria:
 - a. quality of workmanship
 - b. time
 - c. project management
 - d. contract management
 - e. health and safety
2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:
 - a. unacceptable: 0 to 5 points
 - b. not satisfactory: 6 to 10 points
 - c. satisfactory: 11 to 16 points
 - d. superior: 17 to 20 points
3. The consequences resulting from the performance evaluation are as follows:
 - a. For an overall rating of 85% or higher, a congratulation letter is sent to the Contractor.
 - b. For an overall rating of between 51% and 84%, a standard, meets expectations letter, is sent to the Contractor.
 - c. For an overall rating of between 30% and 50%, a warning letter is sent to the Contractor indicating that if, within the next two (2) years, they receive 50% or less on another evaluation, the firm may be suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
 - d. For an overall rating of less than 30%, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
 - e. For a rating of 5 points or less on any one criterion, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.

The form PWGSC-TPSGC 2913, Select - Contractor Performance Evaluation Report (CPERF), is used to record the performance.

SC06 INTERPRETATION

R2810D General Condition GC1.1.2 Terminology is modified to include the following,

"Architectural and Engineering Services ":

means services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration services, for real property projects.

"Construction Services ":

means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above.

"Facility Maintenance Services ":

means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and/or degradation including inspection, testing, servicing, classification as to serviceability,

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repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works.

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	(2016-04-04);
GC2	Administration of the Contract-	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2015-02-25);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2550D	(2016-01-28);
GC6	Delays and Changes in the Work	R2860D	(2016-01-28);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2884D	(2016-01-28);
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 closing;
 - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Insérer titre du projet et l'emplacement

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-mail address: _____

Industrial Security Program Organisation Number (ISP ORG#) _____
(when required)

BA03 THE OFFER

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

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

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

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

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1.**

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of (sixty) [60] days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

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

BA06 CONSTRUCTION TIME

The Contractor shall perform and complete the Work within [letters] [numbers] weeks from the date of notification of acceptance of the offer.

BA07 SIGNATURE

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

Signature

Date

Supprimer si non requis

APPENDIX 1 - COMBINED PRICE FORM (1 page)

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

LUMP SUM

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

- (a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

LUMP SUM AMOUNT (LSA) Excluding applicable tax(s)	
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UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(s) extra (PU)	Extended amount (EQ x PU) applicable tax(s) extra
TOTAL EXTENDED AMOUNT (TEA) Excluding applicable tax(s)						

TOTAL BID AMOUNT (LSA +TEA) Excluding applicable tax(s)	
---	--

Utiliser ou modifier au besoin

APPENDIX 3 – REQUIREMENTS FOR DOCUMENT SAFEGUARDING LOCATION FORM

Provide the address of proposed location(s) of work performance or document safeguarding as indicated in Supplementary Clauses (SC01).

Address: _____
Street Number / Street Name, Unit / Suite / Apartment Number _____
City, Province, Territory / State _____
Postal Code / Zip Code _____
Country _____

Note to contractor, use additional locations as required:

Address: _____
Street Number / Street Name, Unit / Suite / Apartment Number _____
City, Province, Territory / State _____
Postal Code / Zip Code _____
Country _____

Address: _____
Street Number / Street Name, Unit / Suite / Apartment Number _____
City, Province, Territory / State _____
Postal Code / Zip Code _____
Country _____

APPENDIX 4 - 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 C

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:

A être complété et remis à l'entrepreneur par l'autorité contractante lors de l'attribution du contrat.

APPENDIX 5 – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

TO BE PROVIDED AT CONTRACT AWARD.

Contracting Authority is :

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

Technical Authority is :

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

Insérer LVERS reçu du gestionnaire de projet.

ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL)

Annex "B"

Type of document: Invitation to tender for project estimated under 100 000\$

AVIS à L'AGENT DE CONTRAT; Compléter les cases surlignées en vert. Vous devez également supprimer les types d'assurances et leurs instructions (caractères bleu) qui ne sont pas requis.

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

Page 1 of 2

Description and Location of Work	Contract No.
	Project No.

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				
<i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Umbrella/Excess Liability				\$	\$	\$
Builder's Risk / Installation Floater				\$		
Pollution Liability				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
Marine Liability				\$		
Aviation Liability				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
Insert other type of insurance as required				\$		

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

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

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CERTIFICATE OF INSURANCE Page 2 of 2

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>).

Contractors Pollution Liability

The policy must have a limit usual for a contract of this nature, but not less than **\$1,000,000** per incident or occurrence and in the aggregate.

Aviation Liability

The insurance coverage shall Include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than **\$5,000,000** per incident or occurrence and in the aggregate.

Marine Liability

The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.

The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.

The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.

Other types of Insurance

To be inserted below according to specifics of project.

Use separate page if needed.

ANNEX C - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)

This report is not required at bid deposit)

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Contract, whichever comes first to the Contracting Authority.

Number of apprentices hired	Trade

(Add rows as needed)

ANNEX D - LISTING OF SUBCONTRACTORS

Note à l'agent contractuel;

Afin d'établir la liste des sous-traitants, dépendamment de la nature des travaux et en consultation avec l'autorité contractuelle vous pouvez procéder comme suit;

- a) établir la liste des divisions dont l'identification des sous-traitants est demandé ou,
 - b) établir la liste selon votre estimation des travaux en sous-traitance d'une valeur de plus de 20% de la valeur total du projet ou,
 - c) laissé l'entrepreneur général compléter la liste selon la valeur des prix des sous-traitants de plus de 20%.
- 1) In accordance with GI06 – Listing of Subcontractors and Suppliers of R2410T- General Instructions - Construction Services, the Bidder should provide a list of Subcontractors with his Bid.
 - 2) The Bidder should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Bid Price.

	Subcontractor	Division	Estimated value of work
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Annex F - Security Requirements Check List (SRCL)



Contract Number / Numéro du contrat

EE517-141505

Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Travaux Publics et Services Gouvernementaux Canada		2. Branch or Directorate / Direction générale ou Direction Blocs Immobiliers
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work - Brève description du travail Description: (AMA) arrangement en matière d'approvisionnement - Entrepreneur Général Lieu: (Mont-Joli) 860 route de la Mer, Mont-Joli, Qc, G5H 3Z4 et (Les Escoumins) 35 rue Olla, Les Escoumins, Qc, G0T 1K0		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to Unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required - Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	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 PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité

TBS/SCS 350-103 (2004/12)

Canada

Annex F - Security Requirements Check List (SRCL)

 Government of Canada / Gouvernement du Canada

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité: ☒ No / Non ☐ Yes / Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Title(s) of material / Titre(s) abrégé(s) du matériel: ☒ No / Non ☐ Yes / Oui
Document Number / Numéro du document:

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |
- Special comments: *Selon le type de contrat, l'entrepreneur pourrait être appelé à être escorté à certains endroits où il y a des employés présents.*
- NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No / Non ☐ Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No / Non ☐ Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No / Non ☐ Yes / Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No / Non ☐ Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No / Non ☐ Yes / Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No / Non ☐ Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No / Non ☐ Yes / Oui

Security Classification / Classification de sécurité

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PART C (continued) / PARTIE C (suite)

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? ☒ No / Non ☐ Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité ».
12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? ☒ No / Non ☐ Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Chantal Bourbeau		Title - Titre Gestionnaire des biens et des immeubles	Signature <i>Chantal Bourbeau</i>
Telephone no. - N° de téléphone (418) 649-2701	Facsimile - Télécopieur (418) 649-2898	E-mail address - Adresse courriel chantal.bourbeau@tpsgc.gc.ca	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Nicole Ruelland		Title - Titre Agente de sûreté	Signature <i>Nicole Ruelland</i> 28/11/13
Telephone no. - N° de téléphone (418) 648-5968	Facsimile - Télécopieur (418) 648-3383	E-mail address - Adresse courriel nicole.ruelland@dfo-mpo.gc.ca	Date 28/11/13
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Dany Hudon		Title - Titre Agent des Immeubles et des installations	Signature <i>Dany Hudon</i>
Telephone no. - N° de téléphone (418) 649-2984	Facsimile - Télécopieur (418) 649-2898	E-mail address - Adresse courriel dany.hudon@tpsgc.gc.ca	Date 2013-11-28
17. Contracting Security Authority / Autorisé contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature <i>Jacques Saumur</i>
Telephone no. - N° de téléphone () - ()	Facsimile - Télécopieur () - ()	E-mail address - Adresse courriel	Date 12-DEC-2013

Jacques Saumur
Contract Security Officer, Contract Security Division
Jacques.Saumur@tpsgc-pwgsc.gc.ca
Tel/Tél - 613-948-1732 / Fax/Téléc - 613-954-4171