



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 LaurierSt./ 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet Dam Keeper assistant	
Solicitation No. - N° de l'invitation EJ115-182057/A	Date 2018-02-08
Client Reference No. - N° de référence du client 20182057	
GETS Reference No. - N° de référence de SEAG PW-\$\$FK-279-74365	
File No. - N° de dossier fk279.EJ115-182057	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-03-21	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ladouceur, Joanne	Buyer Id - Id de l'acheteur fk279
Telephone No. - N° de téléphone (873) 469-4889 ()	FAX No. - N° de FAX (819) 956-3600
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 11LAURIER ST Gatineau Quebec K1A0S5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Maintenance & Professional Consulting Services Division
(FK)

11 Laurier St./ 11, rue Laurier

3C2, Place du Portage, Phase III

Gatineau

Québec

K1A 0S5

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

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List of Appendices:

Appendix "A" Statement of Work
Appendix "B" Financial Bid - Basis of Payment
Appendix "C" Form [PWGSC-TPSGC 572](#) Task Authorization
Appendix "D" Form [PWGSC-TPSGC 1111](#) Claim for Progress Payment
Appendix "E" Complete List of Names of all individuals who are currently Directors of the Bidder

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include:

- Appendix "A" Statement of Work
- Appendix "B" Financial Bid - Basis of Payment
- Appendix "C" Form [PWGSC-TPSGC 572](#) Task Authorization
- Appendix "D" Form [PWGSC-TPSGC 1111](#) Claim for Progress Payment
- Appendix "E" Complete List of Names of all individuals who are currently Directors of the Bidder

1.2 Summary

1.2.1 Requirement

To provide labour on an "as and when required" basis to assist Damkeepers with dam operations and for other support tasks associated with this primary function as identified in the Statement of Work dated January 23, 2018 for Public Services and Procurement Canada at the Timiskaming Dam Complex located near Témiscaming, Quebec and Thorne, Ontario and Latchford Dam located in the Town of Latchford, Ontario.

1.2.2 Period of the Contract

The period of the resulting contract will be for two (2) year period with three (3) options to extend each for an additional consecutive twelve (12) month period, under the same conditions.

1.2.3 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.2.4 Subcontracting

In accordance with General Conditions 2035, clause 6 (2013-06-27) Subcontracts: Subcontracting will be permitted under the Resulting Contract.

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1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003 \(2017-04-27\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: one hundred and twenty (120) days

2.2 Submission of Bids

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

"*pension*" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#),

1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province the work is being performed.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid (one (1) hard copy)
- Section II: Financial Bid (one (1) hard copy)
- Section III: Certifications (one (1) hard copy)
- Section IV: Additional Information (one (1) hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

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

Section I: Technical Bid – Completed Request for Proposal

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with Appendix “B”, Financial Bid – Basis of Payment.

3.1.2 Electronic Payment Instruments

The Bidder accepts to be paid by:
() Direct Deposit

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

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Section IV: Additional Information

3.1.3 Contractor's Representative

The name and particulars of the person to be contacted for general enquiries and follow-up purposes:

Name: _____

Telephone: _____

Cellular: _____

Facsimile: _____

E-mail: _____

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 TECHNICAL EVALUATION

4.1.1.1 MANDATORY REQUIREMENTS

1.	Submission of Firm Price/Rates in Canadian funds in accordance with Part 3, Section II – Financial Bid – found at Appendix “B” Financial Bid - Basis of Payment
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4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause A0220T (2014-06-26) Evaluation of Price

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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 Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc/labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

5.3 Additional Certifications Precedent to Contract Award

5.3.1 Certificates WSIB/CSST Certificate

5.3.2 Status & Availability of Resources (A3005T- 2010-08-16)

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

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PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirement associated with this requirement.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

To provide labour on an "as and when required" basis to assist Damkeepers with dam operations and for other support tasks associated with this primary function as identified in the Statement of Work dated January 23, 2018 for Public Services and Procurement Canada at the Timiskaming Dam Complex located near Témiscaming, Quebec and Thorne, Ontario and Latchford Dam located in the Town of Latchford, Ontario.

7.1.1 Replacement of Specific Individuals

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

7.1.2 Task Authorization

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

7.1.3 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the work in a memorandum format on Public Works and Government Services Canada (PWGSC) letterhead.
2. The memorandum will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The memorandum may also include drawings, sketches, additional specifications or other clarifying details as required. The Task Authorization will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority within 7 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost (ie labour by trade with estimated hours, materials, equipment), established in accordance with the Basis of Payment specified in the Contract. The contractor's proposal shall clearly identify the method of payment upon which the proposal is based. The method of payment shall be one of:

1. Payment in full on completion of the work, or;

-
2. Monthly payments for costs reasonably and properly incurred with a period of performance greater than 3 months.
 4. Once the contractor's proposal has been reviewed and approved by the Technical Authority a Task Authorization form will be sent to the Contractor for their signature reflecting the details of the work, Total Estimated Cost of the Task, Basis of Payment and the Method of Payment. Once signed the Task Authorization form must be sent back to the Technical Authority. The Technical Authority will provide the Contracting Authority with a copy of the Task Authorization for signature if the value of the Task Authorization is above \$25,000.00 (Applicable taxes included.)
 5. The Contractor must not commence work until a Task Authorization authorized by the Technical Authority and the Contracting Authority (where the value of the Task Authorization is above \$25,000.00 (applicable taxes included)) has been received by the Contractor. The Contractor acknowledges that any work performed before a Task Authorization has been received will be done at the Contractor's own risk.

7.1.4 Task Authorization Limit

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

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

7.1.5 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,
"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
"Minimum Contract Value" means **10%**
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.1.6 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

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

The quarterly periods are defined as follows:

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

The data must be submitted to the Contracting Authority no later than 14 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from _____ to _____, inclusive. (2 years – date to be added at contract award)

7.4.2 Option to Extend Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional consecutive twelve (12) month periods each under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 60 days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Joanne Ladouceur
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Real Property Contracting Directorate
11, rue Laurier, Place du Portage, Gatineau, QC

Telephone: 873-469-4889
Facsimile: 819-956-3600
E-mail address: Joanne.Ladouceur@pwgsc-tpsgc.gc.ca

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

7.5.2 Technical Authority

The Technical Authority for the Contract is: ***TO BE INDICATED AT CONTRACT AWARD***

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

7.5.3 Contractor's Representative

The name and particulars of the person to be contacted for general enquiries and follow-up purposes:

Name: _____

Telephone: _____

Cellular: _____

Facsimile: _____

E-mail: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment - Firm Unit Price(s) or Firm Lot Price - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm lot price as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

7.7.2 Basis of Payment - Individual Task Authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of Payment at Appendix "B" Basis of Payment.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$(To be determined)**. Customs duties are included, as applicable, and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.4 Basis of Pricing See Appendix "B" – Basis of Payment

7.7.5 Limitation of Price

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

7.8 Invoicing Instructions

7.8.1 Inspection and Acceptance (D5328C 2014-06-26)

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection

Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.8.2 Invoicing Instructions – Progress Payment Claim – Supporting Documentation Required

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
- b. list of each Task Authorizations under the claim and the value of each TA being claimed;
- c. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- d. a list of all expenses;
- e. expenditures plus pro-rated profit or fee;
- f. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses;
2. Applicable Taxes must be calculated on the total amount of the claim.
 3. The Contractor must prepare and certify one (1) original copy of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Technical Authority will then forward the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

7.8.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid by:

- a. Direct Deposit

7.8.4 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department
C0710C (2007-11-30) Time and Contract Price Verification

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province the work is being performed.

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2016-04-04);
- (c) Appendix "A" - Statement of Work;
- (d) Appendix "B" - Basis of Payment;
- (e) Appendix "C" - Form [PWGSC-TPSGC 572](#) Task Authorization
- (h) Appendix "D" - Form [PWGSC-TPSGC 1111](#) Claim for Progress Payment
- (i) the Contractor's bid dated _____, (*insert date of bid*)

7.12 SACC Manual Clauses

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)
B1501C (2006-06-16) Electrical Equipment

7.13 Insurance Requirements

7.13.1 Insurance Requirements

The Contractor must comply with the insurance requirements specified in the **following article 7.13.2 Commercial General Liability Insurance**. The Contractor must maintain the required insurance coverage for the duration of the Contract. 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.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.13.2 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

-
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - (n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - (o) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - (p) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

7.14 Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

7.15 Cellular Phones and/or Pagers

The Contractor's Foreman or Site Supervisor must be equipped with a cellular phone and/or pager at all times. All expenses including installation, air time, activating fees, and the cost of the phones/pagers themselves, will be the responsibility of the Contractor. The Contractor must maintain an uninterrupted communication service.

7.16 Language

All personnel and employees assigned to this/any resulting contract must have sufficient knowledge to speak, read and comprehend one of Canada's official languages. It is a preferable that the contractor be bilingual.

7.17 Pre-Commencement Meeting

A pre-commencement meeting is mandatory for the Contractor prior to commencing any work and minutes of the meeting will be taken. The time and place of this meeting will be determined by the Departmental Representative.

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APPENDIX "A"
STATEMENT OF WORK

EJ115-182057

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APPENDIX "B"
FINANCIAL BID
BASIS OF PAYMENT

APPENDIX B

FINANCIAL BID – BASIS OF PAYMENT

BASIS OF PRICING

The following requirement **MUST** be strictly adhered to: failure to do so will render the bidders proposal as non-responsive.

Bidders must submit their financial bid in accordance with the Pricing Schedules detailed below. The total amount of applicable taxes must be shown separately.

It is **MANDATORY** that the Bidders submit firm prices/rates for the five (5) years for all items listed hereunder (Pricing Schedule 1, Pricing Schedule 2, Pricing Schedule 3). Failure to provide rates in one or more of the pricing tables will render the Bidder's proposal non-responsive.

Each item specified in the Pricing Schedules, shall include wages, travelling time and costs, allowances, supervision, insurance, the use of tools, tackle, etc., overhead, profit and any other costs. (Excluding HST/GST).

PRICING SCHEDULE 1:

The Contractor will provide services on an "as and when requested basis" performed under a Task Authorization where charges shall be made for actual hours worked in accordance with the **Statement of Work** attached at Appendix A. Firm all-inclusive rates including labour, transportation, overhead, profit and all related costs (excluding HST/GST). Written authorization must be obtained from the Technical Authority or their Designated Authority prior to conducting any Work.

*****Estimated hours is for evaluation purposes only.**

1.1 LABOURER CATEGORY

Requiring general health and safety training, or limited skill-specific training but no specialized skills or certification. Examples: Manual Labourer, Boat Operator,
Our firm hourly rate per qualified personnel is:

1.1 (i)	YEAR 1 2018 / 2019 RATE	YEAR 2 2019 / 2020 RATE	OPTION YEAR 1 2020 / 2021 RATE	OPTION YEAR 2 2021/ 2022 RATE	OPTION YEAR 3 2022 / 2023 RATE
Regular Hours 07:30 to 16:00 Monday to Friday	\$_____ /hr	\$_____ /hr	\$_____ /hr	\$_____ /hr	\$_____ /hr
***Estimated hours	500	500	500	500	500
**Extended Price:	\$_____	\$_____	\$_____	\$_____	\$_____
Sub-Total 1.1 (i)					\$_____

1.1 (ii) Outside Regular Hours and Saturday	YEAR 1 2018 / 2019 RATE	YEAR 2 2019 / 2020 RATE	OPTION YEAR 1 2020 / 2021 RATE	OPTION YEAR 2 20201/ 2022 RATE	OPTION YEAR 3 2022 / 2023 RATE
	\$_____ /hr	\$_____ /hr	\$_____ /hr	\$_____ /hr	\$_____ /hr
* Estimated hours	80	80	80	80	80
**Extended Price:	\$_____	\$_____	\$_____	\$_____	\$_____
Sub-Total 1.1 (ii)					\$_____

1.1 (iii) Outside Regular Hours Sunday & Statutory Holidays	YEAR 1 2018 / 2019 RATE	YEAR 2 2019 / 2020 RATE	OPTION YEAR 1 2020 / 2021 RATE	OPTION YEAR 2 20201/ 2022 RATE	OPTION YEAR 3 2022 / 2023 RATE
	\$_____ /hr	\$_____ /hr	\$_____ /hr	\$_____ /hr	\$_____ /hr
* Estimated hours	40	40	40	40	40
**Extended Price:	\$_____	\$_____	\$_____	\$_____	\$_____
Sub-Total 1.1 (ii)					\$_____

1.2 On Call Daily Rate

On Call Daily Rate covers a 24 hour period. If required, it will be pro-rated to actual usage.

On-Call operating personnel will be paid during the on-call period at the On-Call Rate during the time when they are standing-by, so long as the Technical Authority makes no call for service as identified in the Statement of Work.

PERIOD	YEAR 1 2018 / 2019 RATE	YEAR 2 2019 / 2020 RATE	OPTION YEAR 1 2020 / 2021 RATE	OPTION YEAR 2 20201/ 2022 RATE	OPTION YEAR 3 2022 / 2023 RATE
Rate per qualified person	\$_____ /day	\$_____ /day	\$_____ /day	\$_____ /day	\$_____ /day
*Estimate d days	15	15	15	15	15
**Extende d Price:	\$_____	\$_____	\$_____	\$_____	\$_____
Sub-Total 1.2					\$_____

PRICING SCHEDULE 2: EXTRA WORK

The Contractor will provide services for Extra Work on an “as and when requested basis” performed under a Task Authorization where charges shall be made for actual hours worked for the categories identified below in accordance with the **Statement of Work** attached at Appendix A. Firm all inclusive rates including labour, supervision, equipment, safety devises, consumables, transportation, overhead, profit and all related costs (excluding HST/GST). Written authorization must be obtained from the Technical Authority prior to conducting any Extra Work.

*****Estimated hours is for evaluation purposes only.**

SKILLED LABOUR CATEGORY

Employment requiring specialized trades training or certification acquired through apprenticeship. Examples include: Electrician, Millwright, Hydraulic Crane Technician, Hydraulic Crane Inspector.

LABOUR: Our firm hourly rate per qualified personnel is:

2.1 (i) Regular Hours 07:30 to 16:00 Monday to Friday	YEAR 1 2018 / 2019 RATE	YEAR 2 2019 / 2020 RATE	OPTION YEAR 1 2020 / 2021 RATE	OPTION YEAR 2 20201/ 2022 RATE	OPTION YEAR 3 2022 / 2023 RATE
	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
* Estimated hours	160	160	160	160	160
**Extended Price:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Sub-Total 2.1 (i)					\$ _____

2.1 (ii) Outside Regular Hours Saturday, Sunday & Statutory Holidays	YEAR 1 2018 / 2019 RATE	YEAR 2 2019 / 2020 RATE	OPTION YEAR 1 2020 / 2021 RATE	OPTION YEAR 2 20201/ 2022 RATE	OPTION YEAR 3 2022 / 2023 RATE
	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
* Estimated hours	40	40	40	40	40
**Extended Price:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Sub-Total 2.1 (ii)					\$ _____

IN THE CASE OF ERROR IN THE EXTENSION OF PRICES, THE UNIT PRICE PER OPERATION OR PER HOUR, WHICHEVER APPLIES, WILL GOVERN. CANADA MAY ENTER INTO CONTRACT WITHOUT NEGOTIATION

PRICING SCHEDULE 3: MATERIALS

Materials will be charged at our laid-down cost plus a mark-up of:

3.1 Materials	YEAR 1 2018 / 2019 RATE	YEAR 2 2019 / 2020 RATE	OPTION YEAR 1 2020 / 2021 RATE	OPTION YEAR 2 20201/ 2022 RATE	OPTION YEAR 3 2022 / 2023 RATE
Mark-Up	_____%	_____%	_____%	_____%	_____%
**Estimated expenditure	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
**Extended Price:	\$_____	\$_____	\$_____	\$_____	\$_____
Sub-total 2.1					\$_____

For Evaluation Purposes

**The Extended Price for materials is calculated by adding the mark-up quoted to the total estimated expenditure (Example: Year 1, \$500.00 estimated expenditure; 10% mark-up quoted = \$500.00 + (\$500.00x 10%) = \$550.00)

Parts will be supplied FOB Destination including all delivery charges. The following definitions have been used to arrive at the figures as noted:

i) **MARK-UP** - The difference between the Contractors' laid-down cost for product and resale price to the Canada. Mark-up includes applicable internal cost allocation by the Contractor such as material handling and general and administrative (G&A) expenses plus profit.

ii) **LAID-DOWN COST** - The cost incurred by a vendor to acquire a specific product or service for resale to Canada. This includes but is not limited to the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage. GC 227 "Call-up Against a Contract".

AUTHORIZATION FOR DELIVERY

The consignee shall request delivery of goods/services identified in Pricing Schedule 3, 4 and 5 on form GC 227.

The identified users shall order goods and services either on form PWGSC-TPSGC GC 227 "Call-up Against a Contract", or ordered by other methods such as telephone, but must be confirmed in writing either on form PWGSC-TPSGC GC 227 or other agreed upon means that include as a minimum the following: description of the work, pricing schedule and quantity, period of the service, contract number, name of authorized signature and signature.

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Sum of Pricing Schedules

Pricing Schedule 1: Labour	TOTAL	\$ _____ +
Pricing Schedule 2: Extra Work	TOTAL	\$ _____ +
Pricing Schedule 3: Materials	TOTAL	\$ _____ +
	GRAND TOTAL	\$ _____

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APPENDIX "C"

Form PWGSC-TPSGC 572 Task Authorization

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APPENDIX "D"

Form PWGSC-TPSGC 1111 Claim for Progress Payment

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APPENDIX "E"

INTEGRITY PROVISIONS - LIST OF NAMES

INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE BIDDER:

ANNEX A – STATEMENT OF WORK
DAMKEEPING LABOUR AT
TIMISKAMING AND LATCHFORD DAMS

Version of: January 23, 2018

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A1. SECURITY REQUIREMENT

The Contractor will not have access to the Government computer system or to Protected or Classified information. Therefore, there is no security requirement for this contract.

A2. BACKGROUND

Public Services and Procurement Canada (PSPC) Dams and Water Management Centre of Expertise (COE) owns and operates the Timiskaming Dam and Latchford Dam on the Ottawa River Watershed.

A2.1 Timiskaming Dam

1. The Timiskaming Dam complex is located where Lake Timiskaming discharges into the Ottawa River. The nearby towns are Témiscaming Quebec and Thorne Ontario.
2. The dam complex consists of two dams (called the Ontario Dam and the Quebec Dam) separated by Long Sault Island in the middle of the channel. The dam office and workshop are on the island.
3. The Timiskaming Ontario Dam and Long Sault Island are entirely in the province of Ontario as is the right abutment and first three sluices of the Quebec Dam. The remaining sluices and the left abutment of the Quebec Dam are in Quebec.
4. All sluices of the Timiskaming Dam are controlled with stoplogs. Hydraulic powered stoplog lifting machines (one on each dam) are used to manipulate the stoplogs.
5. Equipment associated with the Timiskaming Dam includes a waterway barrier, two motorboats with trailers, a pickup truck, an emergency generator, grass cutting and snow plowing equipment, steam lances for the de-icing system, weather equipment (wind, temperature and precipitation gauges as well as snow survey equipment), along with a variety of hand and power tools.

A2.2 Latchford Dam

1. The Latchford Dam is located where Bay Lake discharges into the Montreal River. This river is a tributary to Lake Timiskaming on the Ontario side.
2. The dam is within the town of Latchford, Ontario.
3. A service building adjacent to the dam houses an emergency generator, an electrical room (used as a break room), and a third room housing the equipment for the de-icing system.
4. One sluice of the Latchford Dam is controlled by a vertical lift gate which can be operated from a control panel on deck. All other sluices are controlled with stoplogs. An electric stoplog lifting machine on the dam deck is used to manipulate the stoplogs.
5. Equipment located at the Latchford Dam includes steam lances for the de-icing system and a snow blower. When required, other equipment is brought to the Latchford Dam from the Timiskaming Dam office.

A2.3 Water Management Responsibilities

1. On a daily basis, the Technical Authority analyses weather and water data. He alone decides whether and by how much the flow through the dams is to be adjusted. The Contractor will not be responsible for deciding how much to open or to close dam sluices, or which sluice to open or close. The Technical Authority (water control engineer) will specify all this.
2. The Contractor is responsible for the following:
 - a. for arriving on site in the time required;
 - b. for following standard operating procedures, including all safety procedures;

- c. for effecting the work called for by Technical Authority,
- d. for following additional directions from the Damkeepers; and,
- e. for leaving the site in a safe and secure condition.

A3. QUALIFICATIONS OF PERSONNEL

1. Have on staff, or provide under sub-contract, all the skills required to perform work of this contract.
2. Contractor is responsible for selecting the mix of skills required to complete any given request for service, keeping in mind the need to comply with statutory and regulatory requirements.
3. Contractor must furnish “competent persons” for the required tasks (see A7.4 *Health and Safety Submittals*).
4. Contractor must ensure good conduct of his employees.
5. Contractor is responsible for damage caused by the negligence or incompetence of his employees.
6. In all cases, substitute personnel (e.g. in case of illness of original personnel, etc.) must hold equivalent qualifications to the original personnel. Submit proof thereof to Technical Authority as soon as need for substitute personnel is known.
7. Technical Authority reserves the right to judge an individual provided by the Contractor as being unacceptable for the work and to request replacement personnel from the Contractor.

A4. INITIAL SUBMITTALS

No more than 3 weeks after Contract Award submit the following documents to the Technical Authority for review and comment:

1. Health and safety submittals (see A7.4 *Health and Safety Submittals* for details); and,
2. Names and phone numbers for emergency contact personnel (see A5.2 *Emergency Contacts*).

A5. SCOPE OF WORK

A5.1 Nature of Services

1. Provide manual labour on an “as and when required” basis to work alongside and assist PSPC Damkeepers in completing their regular daily tasks of dam operations at the Timiskaming and Latchford Dams and with other associated tasks.
2. In this association, employees of the Contractor will be required to work side by side with the regular PSPC Damkeepers on specific tasks under their general direction. Tasks may include, but not necessary be limited to, those identified in A5.5 *Types of Tasks That May be Requested*.
3. Contractor must provide services only when the Technical Authority has made a request for services.
4. Contractor must not refuse a request for service from the Technical Authority.

A5.2 Emergency Contacts

1. The Contractor must provide a list of contacts (minimum 3) whom the Technical Authority can call at all times for an urgent situation and during the most critical times of the year, such as during the spring freshet.
2. For these persons, provide Technical Authority with current phone, cell phone, and fax numbers to enable Technical Authority to have access to Contractor’s representative twenty-four (24) hours per day, seven days per week (including Statutory Holidays).

A5.3 Authority to Make Requests for Service

The Technical Authority is the only person authorized to request services. The Technical Authority is normally the water control engineer, but may include damkeepers, dam engineers, or dam technologist.

A5.4 Response Time for Services

1. **Normal Services.**—Normal services are services provided outside an On-Call Period. Normally, the Technical Authority will know of a requirement for services several days or even weeks ahead of time and will provide as much lead-time as possible to the Contractor for the need for personnel.
 - a. **Response Time for Normal Services.**—Unless otherwise specified by the Technical Authority, the Contractor must ensure the requested number of employees to respond to a request for service within 4 hours following a call for service.
2. **On-Call Services.**—Technical Authority will request the Contractor to be "on call" at times when dam operations are known to be possible during weekends and statutory holidays.
 - a. **Response time for On-Call Services.**—Contractor will ensure the requested number of employees are available and ready to arrive within 3 hours following a call for service during such an "on call" period. Contractor will be paid the "on call rate" for the entire duration of the "on call" period, regardless of whether a call for service takes place or not.

A5.5 Types of Tasks That May be Requested

The following typical Damkeeping tasks are listed in order to provide the Contractor with an idea of the scope and complexity of work and thereby to assist him in selecting appropriate staff to provide these services. However, the list is not necessarily exhaustive nor will all of Contractor's employees necessarily do all tasks. However, this does describe the general type and complexity of work that the Technical Authority could request.

1. Collecting weather data according to established procedures and transmitting this information to the Water Control Engineer.
2. Operating flow control equipment at the Timiskaming and Latchford dams (vertical lift gates and stoplog lifting machines) or assisting Damkeepers with stoplog handling when working on the dam deck;
3. Starting and stopping the emergency generators using established procedures;
4. Driving a PSPC-owned pickup truck with boat trailer on the road;
5. Operating and/or working from a PSPC-owned small boat to assist Damkeepers with tasks such as setting-out or taking-in waterway barriers and clearing debris from waterway barriers (employees performing this task require a Pleasure Craft Operator's card);
6. Shovelling or blowing snow from areas indicated by Damkeepers using government-owned equipment and de-icing dam decks and stored stoplogs using government-owned steam wands;
7. Effecting various minor work site work using government-owned equipment and supplies, such as mowing lawn with a lawn tractors, general cleaning, touch-up painting, etc.
8. Various minor repairs and simple maintenance items on equipment (mostly lubrication) following existing checklists;
9. Assisting in the fabrication of parts and equipment for dams (e.g. installing steel end caps on raw timbers in order to make new stoplogs);
10. Performing warehouse type work, such as loading and/or unloading trucks for deliveries, and the handling and storing of parts, materials, and equipment; and,
11. Other tasks of similar scope and complexity.

A5.6 Cleaning

Employees of the Contractor must work with Damkeepers to keep the work area clean and tidy during the work and to ensure at the end of the work day, that the work area is left in a safe condition.

A5.7 Protection

Employees of the Contractor must ensure persons and property are protected from accidents or damage during the course of work. This includes taking safety and fire protection measures as described in national and provincial codes and standards and measures prescribed by Authorities Having Jurisdiction.

A5.8 Cooperation

Contractor and his employees must cooperate with other contractors and with all PSPC employees.

A5.9 Sub-Contracting

Sub-contracting is permitted with written approval of the Technical Authority. Subcontractors must fulfil all the requirements of the Contract.

A5.10 Hours of Work

A5.10.1 General

1. The normal hours of operation at the dams are from 7:30 AM to 4:00 PM, Monday to Friday. In most cases, requests for service will be for work to be done during this period.
2. A minimum charge of 4 hours per employee will apply for short duration work during regular work hours and for all work on weekends and statutory holidays.
3. Above the minimum hours, the contractor will be paid for hours actually worked by his employees at the dam. For partial hours, time may be rounded-up to the nearest quarter-hour, e.g. working 6 hours 35 minutes can be invoiced as 6.75 hours. This does not include time for employees commuting to the dam or home again, nor does it include meal breaks. It does, however, include rest breaks during work as well as any time travelling between the two dams during the hours of work.

A5.10.2 On-Call

1. During spring freshet or at other times when weather may dictate, the Technical Authority may put the Contractor “on-call” for some number of days. The Contractor must be ready to provide personnel (within the response time described in A5.4 *Response Time for Services* above) whenever required (day or night, any day of the week) during the “on-call” period.
2. The procedure is as follows:
 - a. The Technical Authority will advise Contractor as far ahead as weather forecasting permits of the need for On-Call Services. At that time, Technical Authority will confirm minimum crew size, the response time, and define the start and end times for the on-call period. Contractor must ensure the requested operating crew is available during this period.
 - b. The on-call operating crew will be paid during the on-call period at the On-Call Rate during the time when they are standing-by, so long as Technical Authority makes no calls for service.
 - c. If Technical Authority makes a call for water control services via the 24/7 answering service during the on-call period, then from the time of the call for water control services until the time when the water control operation is complete, the crew will be paid at the “Off Hours Operations” rate.
 - d. After the water control operation is complete, the crew will revert to being paid at the “On-Call” rate until the expiry of the On-Call Period previously defined by Technical Authority.

A5.10.3 Time Verification

Damkeepers will monitor the hours worked by the Contractor's employees and will report this information to the Technical Authority to enable comparison with invoices.

A5.11 Transportation Between Dams

1. For travel between dams during the work day, under normal circumstances the Contractor's employees would ride in the PSPC pickup truck with the Damkeepers.
2. Occasionally, the Contractor's employees may be required to drive the PSPC pickup truck between dams. The pickup truck may have a boat trailer attached for certain tasks.
3. **Employees' own vehicles.**—If a PSPC vehicle is not available, Contractor's employees are expected to use their own vehicles for travel between dams, but mileage will not be paid for this. Contractor's employees will not be asked to tow the boat trailer with their own vehicles.

A5.12 Conditions of Work

Conditions of work are those prescribed by the Minister of Labour of Canada.

A6. ADMINISTRATIVE REQUIREMENTS

A6.1 Communications

1. Make communications on items related to administration of the Contract through Contracting Authority. Communications with the Contracting Authority must be in English.
2. Make communications on items related to Damkeeping services first with the Technical Authority, then when on-site communications may be directly with the Damkeepers. Communications with the Technical Authority may be in either English or French. Communications with Damkeepers may be in either English but are preferred to be in French.

A6.2 Parking

Parking is available at both Timiskaming and Latchford Dams.

A7. HEALTH AND SAFETY REQUIREMENTS

A7.1 Regulatory Requirements

Legal and regulatory framework governing this equipment includes, but may not necessarily be limited to, the latest versions of the following:

1. *Canada Labour Code* (R.S.C., 1985, c. L-2j), Part II and the *Canada Occupational Health and Safety Regulation* (SOR/86-304) made under the *Canada Labour Code*;
2. *Canada Shipping Act 2001* (2001, c.26); and its Regulations;
3. *Ontario Occupational Health and Safety Act* (R.S.O. 1990) and its Regulations; and,
4. *Quebec Occupational Health and Safety Act* (S-2.1) and its Regulations.

A7.2 Responsibility for Health and Safety

1. Contractor is responsible for the health and safety of his employees and must supply all personal protective equipment required for the work. For example, Contractor must ensure that men exposed to a risk of falling from a height greater than 2.4m are provided with, and wear, fall protection harnesses.
2. Comply with, all relevant Legislation, Regulations, Codes, and Standards (of Ontario or Quebec depending on location of tasks) and ensure that all work undertaken at the dam site on behalf of PSPC is completed in a safe

manner. Contractor must ensure that sub-contractors are equally compliant.

A7.3 Health and Safety Procedures

1. Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, immediately stop work and advise Damkeepers and Technical Authority verbally and in writing.
2. Immediately address health and safety non-compliance issues identified by Authority having Jurisdiction or by Technical Authority and provide Technical Authority with written report of action taken.
3. Technical Authority or Damkeepers may stop work if Contractor does not correct a non-compliance of health and safety regulations.

A7.4 Health and Safety Submittals

1. Provide proof of insurance as per WSIB or the CSST or proof of private insurance coverage with the bid. This insurance must be valid at all times during the Contract.
2. Within 14 days of Award, submit names of employees who will be involved in this contract along with copies of these employees' training certificates as required to prove that employees have received training appropriate to the tasks of the Contract. This includes, but is not necessarily limited to the following general health and safety training:
 - a. First Aid and CPR
 - b. Workplace Hazardous Materials Information System (WHMIS) 2015; note that products currently anticipated to be used at the site include solvents, paints, and lubricants
 - c. *Pleasure Craft Operator's Card* for all employees who would be available to work from a boat (e.g. for setting-out or taking-in waterway barrier),
 - d. Working at heights (new Ontario course and Quebec course); and,
 - e. Driver's licenses.
3. Contractor must submit updates to this information before a new employee is assigned to work on the Contract, whenever existing employees are re-certified, and whenever existing employees receive new training courses.

A7.5 Working Alone

1. Normally, it is forbidden for an employee to work alone and at least one Damkeeper will be present with an employee of the Contractor.
2. For some simple tasks, however, it may be necessary to send a single employee to a dam for example, to do a simple condition check (e.g. if a light is on or off) or for a simple task such as locking a door. If this is required, it will be identified during the service request. For such a task, the Contractor shall identify the risks associated with this situation and provide a procedure to prevent such risks and to obtain prompt assistance in the event of an emergency. For example, the employee would phone their head office upon arrival and departure.
 - a. The Contractor's employee must telephone the Technical Authority upon arrival and departure from the site for tracking purposes.

A8. IMAGES



Figure 1 - General location of Timiskaming and Latchford Dams. (Google Maps)



Figure 2 - Location of Timiskaming Dams. [http://maps.randomcally.com/?loc\[\]=témiscaming_qc](http://maps.randomcally.com/?loc[]=témiscaming_qc)



Figure 3 - Location of Latchford Dam. (OpenStreetMap)

Task Authorization Autorisation de tâche

APPENDIX "D"
ANNEXE "D"

Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization
(Use form DND 626 for contracts for the Department of National Defence)

Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Autorisation de tâche
(Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense)

Contract Number

Enter the PWGSC contract number.

Numéro du contrat

Inscrire le numéro du contrat de TPSGC.

Contractor's Name and Address

Enter the applicable information

Nom et adresse de l'entrepreneur

Inscrire les informations pertinentes

Security Requirements

Enter the applicable requirements

Exigences relatives à la sécurité

Inscrire les exigences pertinentes

Total estimated cost of Task (Applicable taxes extra)

Enter the amount

Coût total estimatif de la tâche (Taxes applicables en sus)

Inscrire le montant

For revision only

Aux fins de révision seulement

TA Revision Number

Enter the revision number to the task, if applicable.

Numéro de la révision de l'AT

Inscrire le numéro de révision de la tâche, s'il y a lieu.

Total Estimated Cost of Task (Applicable taxes extra) before the revision

Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.

Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision

Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.

Increase or Decrease (Applicable taxes extra), as applicable

As applicable, enter the amount of the increase or decrease to the Total Estimated Cost of Task (Applicable taxes extra) before the revision.

Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu

S'il y a lieu, inscrire le montant de l'augmentation ou de la réduction du Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision.

1. Required Work: Complete sections A, B, C, and D, as required.

A. Task Description of the Work required:

Complete the following paragraphs, if applicable.

Paragraph (a) applies only if there is a revision to an authorized task.

(a) Reason for revision of TA, if applicable: Include the reason for the revision; i.e. revised activities; delivery/completion dates; revised costs. Revisions to TAs must be in accordance with the conditions of the contract. See Supply Manual 3.35.1.50 or paragraph 6 of the Guide to Preparing and Administering Task Authorizations.

(b) Details of the activities to be performed (include as an attachment, if applicable)

(c) Description of the deliverables to be submitted (include as an attachment, if applicable).

(d) Completion dates for the major activities and/or submission dates for the deliverables (include as an attachment, if applicable).

1. Travaux requis : Remplir les sections A, B, C et D, au besoin.

A. Description de tâche des travaux requis :

Remplir les alinéas suivants, s'il y a lieu : L'alinéa (a) s'applique seulement s'il y a révision à une tâche autorisée.

(a) Motif de la révision de l'AT, s'il y a lieu : Inclure le motif de la révision c.-à.-d., les activités révisées, les dates de livraison ou d'achèvement, les coûts révisés. Les révisions apportées aux AT doivent respecter les conditions du contrat. Voir l'article 3.35.1.50 du Guide des approvisionnements ou l'alinéa 6 du Guide sur la préparation et l'administration des autorisations de tâches.

(b) Détails des activités à exécuter (joindre comme annexe, s'il y a lieu).

(c) Description des produits à livrer (joindre comme annexe, s'il y a lieu).

(d) Les dates d'achèvement des activités principales et (ou) les dates de livraison des produits (joindre comme annexe, s'il y a lieu).

B. Basis of Payment:

Insert the basis of payment or bases of payment that form part of the contract that are applicable to the task description of the work; e.g. firm lot price, limitation of expenditure, firm unit price

C. Cost of Task:**Insert Option 1 or 2:****Option 1:**

Total estimated cost of Task (Applicable taxes extra): Insert the applicable cost elements for the task determined in accordance with the contract basis of payment; e.g. Labour categories and rates, level of effort, Travel and living expenses, and other direct costs.

Option 2:

Total cost of Task (Applicable taxes extra): Insert the firm unit price in accordance with the contract basis of payment and the total estimated cost of the task.

D. Method of Payment

Insert the method(s) of payment determined in accordance with the contract that are applicable to the task; i.e. single payment, multiple payments, progress payments or milestone payments. For milestone payments, include a schedule of milestones.

B. Base de paiement :

Insérer la base ou les bases de paiement qui font partie du contrat qui sont applicables à la description du travail à exécuter : p. ex., prix de lot ferme, limitation des dépenses et prix unitaire ferme.

C. Coût de la tâche :**Insérer l'option 1 ou 2****Option 1 :**

Coût total estimatif de la tâche (Taxes applicables en sus) Insérer les éléments applicables du coût de la tâche établies conformément à la base de paiement du contrat. p. ex., les catégories de main d'œuvre, le niveau d'effort, les frais de déplacement et de séjour et autres coûts directs.

Option 2 :

Coût total de la tâche (Taxes applicables en sus) : Insérer le prix unitaire ferme conformément à la base de paiement du contrat et le coût estimatif de la tâche.

D. Méthode de paiement

Insérer la ou les méthode(s) de paiement établit conformément au contrat et qui sont applicable(s) à la tâche; c.-à.-d., paiement unique, paiements multiples, paiements progressifs ou paiements d'étape. Pour ces derniers, joindre un calendrier des étapes.

2. Authorization(s):

The client and/or PWGSC must authorize the task by signing the Task Authorization in accordance with the conditions of the contract. The applicable signatures and the date of the signatures is subject to the TA limits set in the contract. When the estimate of cost exceeds the client Task Authorization's limits, the task must be referred to PWGSC.

3. Contractor's Signature

The individual authorized to sign on behalf of the Contractor must sign and date the TA authorized by the client and/or PWGSC and provide the signed original and a copy as detailed in the contract.

2. Autorisation(s) :

Le client et (ou) TPSGC doivent autoriser la tâche en signant l'autorisation de tâche conformément aux conditions du contrat. Les signatures et la date des signatures appropriées sont assujetties aux limites d'autorisation de tâche établies dans le contrat . Lorsque l'estimation du coût dépasse les limites d'autorisation de tâches du client, la tâche doit être renvoyée à TPSGC.

3. Signature de l'entrepreneur

La personne autorisée à signer au nom de l'entrepreneur doit signer et dater l'AT, autorisée par le client et (ou) TPSGC et soumettre l'original signé de l'autorisation et une copie tel que décrit au contrat.



Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$

Security Requirements: This task includes security requirements
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

No - Non Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat



For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu
	\$	\$

Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date



Claim for Progress Payment Demande de paiement progressif

If necessary, use form PWGSC-TPSGC 1112 to record detail costs
Si nécessaire, utiliser le formulaire PWGSC-TPSGC 1112 pour inscrire les coûts détaillés

Contractor's Name and Address Nom et adresse de l'entrepreneur	Claim No. N° de la demande	Date YYYY-MM-DD / AAAA-MM-JJ	Contract Price - Prix contractuel
	File No. - N° du dossier		Contract Serial No. N° de série du contrat
Contractor's Procurement Business Number (PBN) Numéro d'entreprise-appvisionnement (NEA) de l'entrepreneur		Financial Code(s) - Code(s) financier(s)	

Contractor's Report of Work Progress (if needed, use additional sheets)
Compte rendu de l'avancement des travaux par l'entrepreneur (si nécessaire, utiliser des feuilles supplémentaires)

Period of work covered by the claim Période des travaux visée par la demande ▶	Current Claim Demande courante		Previous Claims Demandes précédentes		Total to Date Total à date (A + B)
	(A)	Tax Rate Taux de taxe	(B)	Tax Rate Taux de taxe	
Description: (Expenditures must be claimed in accordance with the basis and/or method of payment of the contract) Description : (Les dépenses doivent être réclamées conformément à la base de paiement et (ou) à la méthode de paiement du contrat).		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
Contractor's GST No. N° de TPS de l'entrepreneur	Subtotal Sous-total				
Contractor's QST No. No. de TVQ de l'entrepreneur	Applicable taxes Taxes applicables				
Total					
Less holdbacks on expenditures only (Applicable taxes excluded) Moins les retenues sur les dépenses uniquement (Taxes applicables en sus)					

Total Amount of Claim (including applicable taxes)
Montant total de la demande (incluant les taxes applicables)

Percentage of the work completed Pourcentage des travaux achevés	%	Current Claim Demande courante	▶	Amount due Montant dû
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Claim No.
N° de la demande

Contract Serial No.
N° de série du contrat

CERTIFICATE OF CONTRACTOR

ATTESTATION DE L'ENTREPRENEUR

I certify that:

- All authorizations required under the contract have been obtained. The claim is consistent with the progress of the work and is in accordance with the contract.
- Indirect costs have been paid for or accrued in the accounts.
- Direct materials and the subcontracted work have been received, accepted and either paid for or accrued in the accounts following receipt of invoice from supplier/subcontractor, and have been or will be used exclusively for the purpose of the contract.
- All direct labour costs have been paid for or accrued in the accounts and all such costs were incurred exclusively for the purpose of the contract;
- All other direct costs have been paid for or accrued in the accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the contract; and
- No liens, encumbrances, charges or other claims exist against the work except those which may arise by operation of law such as a lien in the nature of an unpaid contractor's lien and in respect of which a progress payment and/or advance payment has been or will be made by Canada.

J'atteste que :

- Toutes les autorisations exigées en vertu du contrat ont été obtenues. La demande correspond à l'avancement des travaux et est conforme au contrat.
- Les coûts indirects ont été réglés ou portés aux livres.
- Les matières directes et les travaux de sous-traitance ont été reçus, et le tout a été accepté et payé, ou encore porté aux livres après réception de factures envoyées par le fournisseur ou le sous-traitant; ces matières et ces travaux ont été ou seront utilisés exclusivement aux fins du contrat.
- Tous les coûts de la main-d'oeuvre directe ont été réglés ou portés aux livres et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Tous les autres coûts indirects ont été réglés ou portés aux livres après réception des factures ou pièces justificatives pertinentes et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Il n'existe aucun privilège ni demande ou imputation à l'égard de ces travaux sauf ceux qui pourraient survenir par effet de la loi, notamment le privilège d'un entrepreneur non payé à l'égard duquel un paiement progressif et(ou) un paiement anticipé a été ou sera effectué par le Canada.

Contractor's Signature - Signature de l'entrepreneur

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

Check the box if the claim is being made with respect to advance payment provisions included in the basis of payment of the contract.

Cocher la case si la demande est faite en rapport avec les dispositions relatives aux paiements anticipés qui se trouvent dans la base de paiement du contrat.

This claim, or a portion of this claim, is for an advance payment.

Cette demande, ou une partie de cette demande, est pour un paiement anticipé.

I certify that:

- The funds received will be used solely for the purpose of the contract and attached is a complete description of the purpose to which the advance payment will be applied.
- The amount of the payment is established in accordance with the conditions of the contract.
- The contractor is not in default of its obligations under the contract.
- The payment is related to an identifiable part of the contractual work.

J'atteste que :

- Les fonds reçus ne serviront uniquement qu'aux fins du contrat; ci-joint est une description complète des fins auxquelles le paiement anticipé sera utilisé.
- Le montant du paiement est établi conformément aux conditions du contrat.
- L'entrepreneur n'a pas manqué à ses obligations en vertu du contrat.
- Le paiement porte sur une partie identifiable des travaux précisés dans le contrat.

Contractor's Signature - Signature de l'entrepreneur

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

CERTIFICATES OF DEPARTMENTAL REPRESENTATIVES

Scientific/Project/Inspection Authority: I certify that the work meets the quality standards required under the contract, and its progress is in accordance with the conditions of the contract.

Inspection Authority (all other contracts): I certify that the quality of the work performed is in accordance with the standards required under the contract.

ATTESTATIONS DES REPRÉSENTANTS DU MINISTÈRE

Autorité scientifique ou responsable du projet / de l'inspection : J'atteste que les travaux sont conformes aux normes de qualité exigées en vertu du contrat et que leur avancement est conforme aux conditions du contrat.

Responsable de l'inspection (tous les autres contrats) : J'atteste que la qualité des travaux exécutés est conforme aux normes exigées en vertu du contrat.

Signature of Scientific / Project / Inspection Authority
Signature de l'autorité scientifique ou responsable du projet / de l'inspection

Date (YYYY-MM-DD / AAAA-MM-JJ)

PWGSC Contracting Authority: I certify that, to the best of my knowledge, the claim is consistent with the progress of the work and is in accordance with the contract. This claim, however, may be subject to further verification and any necessary adjustment before final settlement.

Autorité contractante de TPSGC : J'atteste, au meilleur de ma connaissance, que la demande correspond à l'avancement des travaux et est conforme au contrat. Toutefois, cette demande pourrait faire l'objet d'une autre vérification et de tout rajustement nécessaire avant le règlement final.

Contracting Authority Signature de l'autorité contractante

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

Client's Authorized Signing Officer - (must sign the interim claim): I certify that the claim is in accordance with the contract.

Signataire autorisé du client - (doit signer la demande provisoire) : J'atteste que la demande est conforme au contrat.

Client Signature du client

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

Client's Authorized Signing Officer - (must sign the final claim): I certify that all goods have been received and all services have been rendered, that the work has been properly performed and that the claim is in accordance with the contract.

Signataire autorisé du client - (doit signer la demande finale) : J'atteste que tous les biens ont été reçus, que tous les services ont été rendus, que tous les travaux ont été exécutés convenablement, et que la demande est conforme au contrat.

Client Signature du client

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)