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1. General

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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 Orientation Guide
- 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 28, 2019. 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:

Within 150km in a straight line around of 1550 D'Estimauville ave, Quebec, including Grosse-Ile, Montmagny.

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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 Requirement

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 Phase 1 - 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.

4.2 Phase 2 - Rated criteria

In Phase 2, satisfactory SA solicitations (*those meeting all the mandatory requirements of Phase 1*) are evaluated and awarded points on four (4) rated criteria.

- 4.4.1 Management organization **(35 pts)**
- 4.4.2 Safety and Health **(25 pts)**
- 4.4.3 Quality assurance **(30 pts)**
- 4.4.4 Sustainable development **(10 pts)**

The number of points awarded to technical proposals shall be established on the basis of the evaluation criteria and weighting factors specified below. The final score represents 100% of the overall evaluation.

4.3 Threshold for each criterion

SA solicitations scoring less than 60% on any criterion or less than 70% overall will be disqualified and will receive no further consideration.

4.4 LIST OF RATED EVALUATION CRITERIA:

4.4.1 MANAGEMENT ORGANIZATION (35 pts)

What we are looking for:

Proof that the firm can provide all the labour needed to offer all the services sought.

Information and documents to accompany SA solicitation to assist evaluation on this criterion:

1. Firm's general organization (6 pts)

A) The Firm must demonstrate that his organization pattern possesses the necessary administrative and technical resources to execute projects of projected magnitude. (3 pts)

B) The Firm must demonstrate how his organization pattern enables him to successfully execute the eventual works in conformity with the project cost, schedule and quality requirements. (3 pts)

2. Firm's organization Chart (6 pts)

The Firm must provide a Chart showing names of all key personnel with their titles. Descriptions of work of all personnel within the organization and their years of service with the firm.

3. Description of the methods the Firm shall use to supervise, monitor and manage the key personnel to ensure that the work requirements are met (schedule planning and control, cost planning and control, quality planning and control). (10 pts)

4. Risk Management System (7 pts)

A) The firm must demonstrate his ability to identify risks related to the execution of the projected kind of projects, and to develop mitigation measures compatible with the project requirements. (4 pts)

B) The Firm must demonstrate his ability to manage and co-ordinate simultaneously several subcontractors or several minor projects worth \$500K or more. (3 pts)

5. Conflict resolution system (6 pts)

Description of the firm's procedures for solving problems on work site, i.e. management and resolution of conflicts. Give examples of situation where conflicts are properly managed and solved in similar projects.

4.4.2 SAFETY & HEALTH (25 pts)

Context

Each project assigned to a firm must be carried out in accordance with the worksite safety and health provisions spelled out in Section 8 of the present document. Where there exist specific hazards at the work site not covered by these provision, one or more detailed clauses may be added to the specifications.

However, for the purposes of this Arrangement, evaluation on this criterion will be based mainly on experience, organization and stringency of management with respect to all aspects of safety and health.

What we are looking for:

Firms who are proactive in matters of workplace safety and health. Firms must provide the evaluation committee with explicit and relevant information by which to appraise and rate your management performance on each of the factors evaluated. Points will be awarded on the basis of the firm's management of safety and health issues. The following items will assist in assessing management in this area:

Factors evaluated:

Senior management's commitment to safety and health (11 pts):

- i. Costs as a percentage of payroll for every specialty (provide details of actual rates paid by comparison with CSST rates for the industry) **(2 pts)**
- ii. Corporate approach to safety and health management (eg: proof of participation in a mutual association, hiring of safety and health staff, etc.) **(3 pts)**
- iii. Official Corporate policy known to all employees and managers. Provide a copy of the policy and explain the application process and integration to a project execution. **(3 pts)**
- iv. Employees trained in safety and health and provide names of employees including key personnel trained, and titles of courses taken. **(3 pts)**

Safety and health responsibilities defined (10 points)

- i. Provide minutes of the latest safety and health committee meetings. **(2 pts)** (Pages are excluded for the total pages count)
 - ii. Identify specific action taken by senior management in support of the committee **(2 pts)**
 - iii. Implementation of an annual prevention plan (provide a copy of the plan) and describe each of the following **(4 pts)**:
 - a. Provide a plan of responsibilities in Safety & Health
 - b. First Aid Standard
 - c. Identification of Risk on Construction Site
 - d. Identification of Risk related to each task (preventive & corrective measure)
 - e. Training required
 - f. Procedure/Guideline in case of emergency
 - g. Written consentement in respect to the prevention program of all intervenor
- iv. Provide an inspection grid based on the preventives measures **(2 pts)**

Management of work-related accidents (4 pts)

- i. Describe your investigation mechanisms **(2 pts)**.
- ii. Describe your prevention feedback mechanisms **(1 pt)**
- iii. Describe your administrative response mechanisms, including your temporary assignment policy **(1 pt)**

4.4.3 QUALITY ASSURANCE (30 pts)

What we are looking for:

Demonstration that the firm will strictly comply with quality standards.

1. Firm's commitment to ensuring quality services by providing **(12 pts)**:
 - a) Description of quality control policy and objectives. The Firm must provide a copy of his Quality Policy and explain how such policy is applied and integrated to a construction project. **(5 pts)**
 - b) Diagram of the quality plan, specifying interactions, practices and means used and the sequence of activities and processes. This diagram must demonstrate the quality control system on the construction site and the corresponding follow-up in the office. **(7 pts)**
2. Firm's procedures for maintaining and improving service quality by demonstrating which measures will be implemented to satisfy PWGSC, including, but not limited to, the following requirements: **(18 pts)**

Points to be attributed based on the quality of procedures and the quality offered by the firm:

- Meeting deadlines
- Ensuring work quality
- Complying with drawings and specifications
- Maintaining a neat construction site and disposing of waste
- Being environmentally responsible
- Ensuring safety and health on the construction site
- Maintaining client operations while the work is being carried out
- Producing reliable minutes of construction site meetings and ensuring follow-up
- Clearly describing each person's roles and responsibilities
- Negotiating in good faith any changes to the scope of the work

4.4.4 SUSTAINABLE DEVELOPMENT (10 pts)

What we are looking for:

A firm who demonstrates initiative with respect to sustainable development by having carried out projects in this area and providing examples.

Since 1987, the Canadian government has implemented a series of measures to ensure that sustainable development principles are incorporated into all federal agency policies. PWGSC has developed its own strategy for conserving our natural resources by guaranteeing the sustainable use of renewable resources and efficient use of non-renewable resources through, without being limited to, the following actions:

- Choosing interior finishes made of recycled materials
- Requiring electrical and mechanical components that conserve energy
- Adopting a construction waste management plan that promotes recycling of construction materials, such as cables, glass, steel, plastic, cardboard, wood and plumbing fixtures.

Within such context, the Firm should describe his initiatives that comply with PWGSC Sustainable development Strategy:

- a) Firm's initiative in terms of waste management plan (Treatment, recuperation, safe disposal etc.). **(3 pts)**
- b) Firm's initiative in terms of Energy and Water saving **(3 pts)**
- c) Tender's initiative in terms of using of recycled materials in construction and restoration projects. **(3 pts)**
- d) Firm owning an Environmental Policy (provide a copy of the official policy) **(1pt)**

4.5 Phase 3: Security requirements

- A) A firm already holding all required security clearances stated in Section 6 or in process of obtaining them, must provide either a copy of all security certifications, certification numbers or evidence of forms submitted to obtain them.
- B) A firm that does not hold all required security clearances stated in Section 6 will have to be sponsored by PWGSC before to be able to bid on a specific project under this supply arrangement.

There is no specific time frame associated with processing and obtaining security clearances. The process could take up to a year.

To be issued a Supply Arrangement, the firm must meet all security requirements as described in the section 6.

N. B.: A firm becomes qualified when it holds a valid designated organization screening (DOS) as mentioned in section 6.

4.6 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

SA solicitations will be evaluated on the following criteria.

Criteria	Maximum note (A)	Score Obtain (B)	Minimum score per criterion (C)
4.4.1. Organization and management	35		21/35
4.4.2. Safety and health	25		15/25
4.4.3. Quality assurance (QA)	30		18/30
4.4.4. Sustainable development	10		6/10
TOTAL SCORE	100	___/100	70/100

The Committee will recommend establishing a Supply Arrangement (SA) with firms who meet the mandatory requirements, obtained a minimum score of 60% for each criteria and a total of 70% on the whole evaluations and meet the Security requirements.

4.7 Security Requirements

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

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 Requirements

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE EE517-141503

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>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2020 (2017-09-21) 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 28, 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:

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Name: Gabriel Piras
Title: Supply specialist
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 Quebec Region including Grosse-Ile and Montmagny.***

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 (2017-09-21), 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\$*

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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.

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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

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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.

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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 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.

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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.

Legend: Text in blue = to be edited/deleted by the contracting officer
Text in fuchsia = Notes to the contracting officer (to be deleted)

INVITATION TO TENDER
Standard ITT

(Insert project title)
(Insert location)

IMPORTANT NOTICE TO BIDDERS

PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

Prompt Payment Principles

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- **Promptness:** The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- **Transparency:** The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- **Shared responsibility:** Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgate-disclosure/psdic-ppci-eng.html>

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
ASPHALT CEMENT PRICE ADJUSTMENT

Include the following when the asphalt cement price adjustment clause is used

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

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 TERMINOLOGY

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

ELEVATOR MAINTENANCE REQUIREMENT

Include the following when elevator maintenance is required as part of the elevator modernization works.

This solicitation includes elevator(s) maintenance as part of the works. Refer to the Supplementary Conditions 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	Web Sites
SI11	Financial Bid

R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2017-09-21)

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

CONTRACT DOCUMENTS (CD)

SUPPLEMENTARY CONDITIONS (SC)

- SC01 Industrial Security Related Requirements, Documents Safeguarding
- SC02 Limitation of Liability
- SC03 Insurance Terms
- SC04 Asphalt Price Adjustment
- SC05 Interpretation
- SC06 Elevator Maintenance Requirement

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
- BA08 Signature

MODIFY, ADD OR DELETE APPENDICES AS REQUIRED.

APPENDIX "1" COMBINED PRICE FORM

APPENDIX "2" INTEGRITY PROVISIONS

APPENDIX "3" LISTING OF SUBCONTRACTORS

APPENDIX "4" VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

MODIFY, ADD OR DELETE ANNEXES AS REQUIRED

ANNEX "A" SECURITY REQUIREMENT CHECK LIST (SRCL)

ANNEX "B" CERTIFICATE OF INSURANCE

ANNEX "C" VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT

ANNEX "D" SPECIFICATIONS FOR ELEVATING DEVICES MAINTENANCE

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 (2017-09-21)
 - 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>

Remove if not required, may be used when bidders are a far distance from bid receiving offices and only for solicitations below 100K (no bonding)

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

- a) c. Must be received before tender closing time at fax number (418) 648-2209 (514) 496-3822

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at e-mail address _____@tpsgc-pwgsc.gc.ca Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than 5 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.

2. To ensure consistency and quality of the information provided to Bidders, PWGSC will examine the content of the enquiry and will decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non-compliant.

SI03 MANDATORY/OPTIONAL SITE VISIT

1. There will be a site visit on [date] at [time]. Interested bidders are to meet at [location of site visit].
Requirement for a mandatory site visit should only be used where there is a real operational requirement.
2. The site visit for this project is MANDATORY. The representative of the Bidder must sign the Site Visit Attendance Sheet at the site visit. Bids submitted by Bidders who have not signed the attendance sheet will be rejected.
3. Safety Attire: In order to be guaranteed access to the site visit all persons should have the proper personal protection equipment (safety glasses, footwear, vests and hard hats etc.). Contractor's personnel/individuals who do not have the proper safety attire may be denied access to the site.
4. Security pre-screening: All the individuals attending the site visit must hold a security clearance of ("Secret" / Reliability). The names of each individual attending the site visit, their date of birth, along with the name of the firm they represent, should be provided to the Contracting Authority by [date] at [time] in order to gain access to the site.

Insert coordinates in allocated spaces

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

Insert coordinates in allocated spaces

SI05 BID RESULTS

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" (top left corner) for the receipt of bids shortly after the time set for solicitation closing.
2. The responsive bid carrying the lowest price will be recommended for contract award.
3. Following solicitation closing, bid results may be obtained by calling number (418) 649-2888 (514) 496-3388

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.

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 will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada will, at its sole discretion, either
 - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the invitation to tender.

4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

To be removed if not applicable

S108 CONSTRUCTION DOCUMENTS

Write the additional copies to be received in the space allocated

The successful Contractor will be provided [with 1 electronic or paper copy] of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum (insert amount), will be provided free of charge upon request by the Contractor. Obtaining more copies will be the responsibility of the Contractor including costs.

S109 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.

If there is a requirement for safeguard measures at the Bidder's location, add paragraphs 3 and 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 Web site [Industrial Security Program](#)

S110 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_eng.pdf

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

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

Annex "A"

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

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>

Trade agreements

<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

SI11 FINANCIAL BID

The total amount of the bid excludes taxes.

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	(2017-08-17);
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);
	pour les contrats dont la valeur estimée se situe entre 100,000 \$ et 5,000,000 \$		
	GC8 Dispute Resolution	R2880D	(2016-01-28);
	OR		
	pour les contrats dont la valeur est estimée à 5 000 000 \$ ou plus		
	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);
 - e. Supplementary Conditions
 - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - h. 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.

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

Remove unused option

OPTION 1

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

Insert security clause received from CISD

If safeguard measures are required at the Contractor's site or premises, as indicated in the CISD clauses, insert the required information below.

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.

OR

OPTION 2

There is no document security requirement applicable to this Contract.

Include the following clause for contracts where the majority of the work takes place in low rise, high rise or heritage buildings. The clause cannot be used in contracts for civil engineering works, marine works, bridges, dams and special purpose facilities such as labs, airports, hangars or heating plants.

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**NOTE TO CONTRACTING OFFICERS**

The obligations of the Contractor are defined in R2900D and in the Insurance Terms below.

The obligations of the Insurer must be defined on the Certificate of Insurance that is available from the P:\ACQB\Business\RPC_AMI\Standard Templates - Modèles normalisés\Construction\English. You must include it as Annex B prior issuance of the Invitation to Tender.

Upon contract award, the Certificate of Insurance (pages 1 & 2) will be provided to the winning contractor in MS Word. It will allow its insurer/broker to complete electronically.

Minimum Insurance Requirements:

Contracts with an estimated value of less than \$100,000:

- Commercial General Liability

Contracts with of an estimated value of \$100,000 and more:

- Commercial General Liability
- Builder's Risk/Installation Floater (generally not required for contracts were there is no work/property to ensure, such as paving, asbestos abatement and dredging).

Additional Insurance:

The client is responsible to inform the CO which type of additional insurance is necessary.

Contractors Pollution Liability:

Required when the nature of the work poses a risk of pollution damage such as:

- work involving storage tanks
- work on bridges or above water where contaminants could be released into water streams
- work involving removal of hazardous materials

Marine Liability:

Required when the work or part of the work include operation of watercraft. This includes contracts involving marine operations such as dredges, tugs and barges.

Aviation Liability:

Required when the work or part the work takes place on the "airside" of an airport

"Airsides" is generally defined as any area of the airport premises which has restricted right of access, such as apron, taxiways and runways plus certain parts of the terminals and other buildings located within or around the airport premises. The territorial limits are defined by the airport authorities.

Add other types of insurance as per project specifics.

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 contract award, 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.

Include the following clause upon request by the Technical Authority for contracts involving asphalt paving

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 INTERPRETATION

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

"Architectural and Engineering Services":

Mean's 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, 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.

Delete for non-elevator modernization projects or if there is no maintenance requirement of the elevator modernization project.

For elevator modernization projects there may be a requirement for the contractor to include maintenance during the one year warranty period.

The CA must perform the following steps for elevator modernization works:

Verify with the client if there are any maintenance contracts in place for the elevator(s). If so the client is to arrange the cancelation of the contract(s). The CA must notify RPC Maintenance of the modernization requirement and that the client will be in contact to cancel the contract, if managed by RPCD.

CA must verify with the client how (where) the maintenance requirement will be specified. (plans & spec or separate document as per Annex)

Include the one of the following clauses if there will be an elevator maintenance requirement.

SC06 ELEVATOR MAINTENANCE REQUIREMENT

1. This solicitation includes an elevator maintenance requirement. The work for maintenance must be provided in accordance with the specifications for Elevating Devices Maintenance number XXX-XXX. For details refer to: **ANNEX D**. The maintenance requirement is to commence on the date of the issuance of the Certificate of Completion of the works and continue until the expiry of the warranty period.

OR:

2. This solicitation includes an elevator maintenance requirement. The work for maintenance must be provided in accordance with the Section XXXX of the Specifications. For details refer to the technical specifications. The maintenance requirement is to commence on the date of the issuance of the Certificate of Completion of the work and continue until the expiry of the warranty period.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Insert Project Title and location

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

Use the following paragraph for Lump Sum contracts only (without Unit Prices)

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 Taxe(s).
(amount in numbers)

Use the following paragraph for Combined Price contracts (with Unit Prices)

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 must not be withdrawn for a period of 60 days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work within (XXX) weeks from the date of notification of acceptance of the offer.

BA07 BID SECURITY

The Bidder must enclose 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

Delete if not used

APPENDIX 1 - COMBINED PRICE FORM

- 1) The prices per unit will 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 applicable tax(s) (PU)	Unit extra	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)	

APPENDIX 3 - LISTING OF SUBCONTRACTORS

Note to Contracting Officers;

Depending on the specific nature of the project and in consultation with the technical authority, you may use either of the following methodologies for having the Bidder identify their sub- contractors:

- a) list the specific divisions of work for which you want the Bidder to identify their sub-contractor or,
- b) list the categories of sub-trades whose work value is estimated to be at least 20% of the entire requirement or,
- c) ask the Bidder to identify all their sub-contractors who represent 20% or more of total the tendered value.

Paragraph 2) is to be removed in cases where option a) or b) is used.

- 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
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

APPENDIX 4 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Bidders, 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 on page 2 of 2 will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

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

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

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

If you accept fill out and sign page 2 of 2.

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

Voluntary Certification

(To be filled out and returned with bid on a voluntary basis)

(page 2 of 2)

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:

Insert SRCL received from project manager

ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL)

Annex "A"

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

Insert adapted Certificate of Insurance to the document

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

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

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability Umbrella/Excess Liability				\$	\$	\$
Builder's Risk / Installation Floater				\$		
Pollution Liability				\$		Aggregate \$
Marine Liability				\$		
Aviation Liability				\$		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

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 Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting 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.

Insert specifications received from project manager.

ANNEX D – SPECIFICATIONS FOR ELEVATING DEVICES MAINTENANCE

Legend: Text in blue = to be edited/deleted by the contracting officer
Text in fuchsia = Notes to the contracting officer (to be deleted)

INVITATION TO TENDER
Standard ITT

(Insert project title)
(Insert location)

IMPORTANT NOTICE TO BIDDERS

PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

Prompt Payment Principles

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- **Promptness:** The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- **Transparency:** The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- **Shared responsibility:** Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgence-disclosure/psdic-ppci-eng.html>

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

Include the following when the asphalt cement price adjustment clause is used

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

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 TERMINOLOGY

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

ELEVATOR MAINTENANCE REQUIREMENT

Include the following when elevator maintenance is required as part of the elevator modernization works.

This solicitation includes elevator(s) maintenance as part of the works. Refer to the Supplementary Conditions 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 Web Sites
- SI11 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

CONTRACT DOCUMENTS (CD)

SUPPLEMENTARY CONDITIONS (SC)

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

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 Signature

Annex "B"

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

MODIFY, ADD OR DELETE APPENDICES AS REQUIRED.

APPENDIX "1" COMBINED PRICE FORM

APPENDIX "2" INTEGRITY PROVISIONS

APPENDIX "3" LISTING OF SUBCONTRACTORS

APPENDIX "4" VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

MODIFY, ADD OR DELETE ANNEXES AS REQUIRED

ANNEX "A" SECURITY REQUIREMENT CHECK LIST (SRCL)

ANNEX "B" CERTIFICATE OF INSURANCE

ANNEX "C" VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT

ANNEX "D" SPECIFICATIONS FOR ELEVATING DEVICES MAINTENANCE

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>

Remove if not required, may be used when bidders are a far distance from bid receiving offices and only for solicitations below 100K (no bonding)

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 (418) 648-2209 (514) 496-3822

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at e-mail address _____@tpsgc-pwgsc.gc.ca Except for the approval of alternative materials as described in GI13 of R2410T, enquiries should be received no later than 5 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.

2. To ensure consistency and quality of the information provided to Bidders, PWGSC will examine the content of the enquiry and will decide whether or not to issue an amendment.

3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non-compliant.

SI03 MANDATORY/OPTIONAL SITE VISIT

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

Requirement for a mandatory site visit should only be used where there is a real operational requirement.

2. The site visit for this project is MANDATORY. The representative of the Bidder must sign the Site Visit Attendance Sheet at the site visit. Bids submitted by Bidders who have not signed the attendance sheet will be rejected.
3. Safety Attire: In order to be guaranteed access to the site visit all persons should have the proper personal protection equipment (safety glasses, footwear, vests and hard hats etc.). Contractor's personnel/individuals who do not have the proper safety attire may be denied access to the site.
4. Security pre-screening: All the individuals attending the site visit must hold a security clearance of ("Secret" / Reliability). The names of each individual attending the site visit, their date of birth, along with the name of the firm they represent, should be provided to the Contracting Authority by [date] at [time] in order to gain access to the site.

Insert coordinates in allocated spaces

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

Insert coordinates in allocated spaces

SI05 BID RESULTS

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" (top left corner) for the receipt of bids shortly after the time set for solicitation closing.
2. The responsive bid carrying the lowest price will be recommended for contract award.
3. Following solicitation closing, bid results may be obtained by calling number (418) 649-2888 (514) 496-3388

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.

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 will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada will, 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.

To be removed if not applicable

SI08 CONSTRUCTION DOCUMENTS

Write the additional copies to be received in the space allocated

The successful Contractor will be provided [with **1** **electronic or paper copy**] of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum (**insert amount**), will be provided free of charge upon request by the Contractor. Obtaining more copies will 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.
- If there is a requirement for safeguard measures at the Bidder's location, add paragraphs 3 and 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 Web site [Industrial Security Program](#)

SI10 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>

Annex "B"

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

Declaration Form

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

Trade agreements

<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

SI11 FINANCIAL BID

The total amount of the bid excludes taxes

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	(2017-08-17);
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);
 - e. Supplementary Conditions
 - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - h. 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.

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

Remove unused option

OPTION 1

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

Insert security clause received from CISD

If safeguard measures are required at the Contractor's site or premises, as indicated in the CISD clauses, insert the required information below.

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.

OR

OPTION 2

There is no document security requirement applicable to this Contract.

Include the following clause for contracts where the majority of the work takes place in low rise, high rise or heritage buildings. The clause cannot be used in contracts for civil engineering works, marine works, bridges, dams and special purpose facilities such as labs, airports, hangars or heating plants.

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

NOTE TO CONTRACTING OFFICERS

The obligations of the Contractor are defined in R2900D and in the Insurance Terms below.

The obligations of the Insurer must be defined on the Certificate of Insurance that is available from the P:\ACQB\Business\RPC_AMI\Standard Templates - Modèles normalisés\Construction\English. You must include it as Annex B prior issuance of the Invitation to Tender.

Upon contract award, the Certificate of Insurance (pages 1 & 2) will be provided to the winning contractor in MS Word. It will allow its insurer/broker to complete electronically.

Minimum Insurance Requirements:

Contracts with an estimated value of less than \$100,000:

- Commercial General Liability

Contracts with of an estimated value of \$100,000 and more:

- Commercial General Liability
- Builder's Risk/Installation Floater (generally not required for contracts were there is no work/property to ensure, such as paving, asbestos abatement and dredging).

Additional Insurance:

The client is responsible to inform the CO which type of additional insurance is necessary.

Contractors Pollution Liability:

Required when the nature of the work poses a risk of pollution damage such as:

- work involving storage tanks
- work on bridges or above water where contaminants could be released into water streams
- work involving removal of hazardous materials

Marine Liability:

Required when the work or part of the work include operation of watercraft. This includes contracts involving marine operations such as dredges, tugs and barges.

Aviation Liability:

Required when the work or part the work takes place on the "airside" of an airport

"Airsides" is generally defined as any area of the airport premises which has restricted right of access, such as apron, taxiways and runways plus certain parts of the terminals and other buildings located within or around the airport premises. The territorial limits are defined by the airport authorities.

Add other types of insurance as per project specifics.

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 contract award, 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.

Include the following clause upon request by the Technical Authority for contracts involving asphalt paving

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 INTERPRETATION

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

"Architectural and Engineering Services":

Mean's 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, 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.

Delete for non-elevator modernization projects or if there is no maintenance requirement of the elevator modernization project.

For elevator modernization projects there may be a requirement for the contractor to include maintenance during the one year warranty period.

The CA must perform the following steps for elevator modernization works:

Verify with the client if there are any maintenance contracts in place for the elevator(s). If so the client is to arrange the cancelation of the contract(s). The CA must notify RPC Maintenance of the modernization requirement and that the client will be in contact to cancel the contract, if managed by RPCD.

CA must verify with the client how (where) the maintenance requirement will be specified. (plans & spec or separate document as per Annex)

Include the one of the following clauses if there will be an elevator maintenance requirement.

SC06 ELEVATOR MAINTENANCE REQUIREMENT

1. This solicitation includes an elevator maintenance requirement. The work for maintenance must be provided in accordance with the specifications for Elevating Devices Maintenance number **XXX-XXX**. For details refer to: **ANNEX D**. The maintenance requirement is to commence on the date of the issuance of the Certificate of Completion of the works and continue until the expiry of the warranty period.

OR:

2. This solicitation includes an elevator maintenance requirement. The work for maintenance must be provided in accordance with the Section XXXX of the Specifications. For details refer to the technical specifications. The maintenance requirement is to commence on the date of the issuance of the Certificate of Completion of the work and continue until the expiry of the warranty period.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Insert Project Title and location

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

Use the following paragraph for Lump Sum contracts only (without Unit Prices)

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 Taxe(s).
(amount in numbers)

Use the following paragraph for Combined Price contracts (with Unit Prices)

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 must not be withdrawn for a period of 60 days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work within (XXX) 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

Delete if not used

APPENDIX 1 - COMBINED PRICE FORM

- 1) The prices per unit will 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 applicable tax(s) (PU)	Unit extra	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)	

APPENDIX 3 - LISTING OF SUBCONTRACTORS

Note to Contracting Officers;

Depending on the specific nature of the project and in consultation with the technical authority, you may use either of the following methodologies for having the Bidder identify their sub- contractors:

- a) list the specific divisions of work for which you want the Bidder to identify their sub-contractor or,
- b) list the categories of sub-trades whose work value is estimated to be at least 20% of the entire requirement or,
- c) ask the Bidder to identify all their sub-contractors who represent 20% or more of total the tendered value.

Paragraph 2) is to be removed in cases where option a) or b) is used.

- 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
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

APPENDIX 4 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Bidders, 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 on page 2 of 2 will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

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

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

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

If you accept fill out and sign page 2 of 2.

** The journey-person-apprentice ratio is defined as the number of qualified/certified journey persons 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.*

Voluntary Certification

(To be filled out and returned with bid on a voluntary basis)

(page 2 of 2)

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:

Insert SRCL received from project manager

ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL)

Annex "B"

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

Insert adapted Certificate of Insurance to the document

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
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
------------------------------	-----------------------	------	----------	-------------

Additional Insured

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

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability Umbrella/Excess Liability				\$	\$	\$
Builder's Risk / Installation Floater				\$		
Pollution Liability				\$		Aggregate \$
Marine Liability				\$		
Aviation Liability				\$		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

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 Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting 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.

Insert specifications received from project manager.

ANNEX D – SPECIFICATIONS FOR ELEVATING DEVICES MAINTENANCE

ANNEX F - SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat EE 517-14502
Security Classification / Classification de sécurité

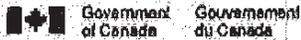
SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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 Biens 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: (Québec) 101 boul. Champlain, Québec, Qc, G1K 7Y7 et (Trois-Rivières) 7100 rue du Pont, Trois-Rivières, Qc, G9A 6M2		
6. 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
6. 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
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ANNEX F - SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat EE 517-141503
Security Classification / Classification de sécurité

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 :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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: Document Number / Numéro du document :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui												
PART B - PERSONNEL (SUPPLIERS) / PARTIE B - PERSONNEL (FOURNISSEUR)													
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis <table border="0"> <tr> <td><input checked="" type="checkbox"/> RELIABILITY STATUS / COTE DE FIABILITÉ</td> <td><input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL</td> <td><input type="checkbox"/> SECRET / SECRET</td> <td><input type="checkbox"/> TOP SECRET / TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> TOP SECRET - SIGHT / TRÈS SECRET - SIGHT</td> <td><input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL</td> <td><input type="checkbox"/> NATO SECRET / NATO SECRET</td> <td><input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> SITE ACCESS / ACCÈS AUX EMPLACEMENTS</td> <td colspan="3"></td> </tr> </table> Special comments: / Commentaires spéciaux : <i>Le contrôle personnel pourrait être exigé à être exécuté dans certains endroits, s'il n'y a pas de employés présents, selon le type de contrat.</i> 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.	<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 - SIGHT / TRÈS SECRET - SIGHT	<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				
<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 - SIGHT / TRÈS SECRET - SIGHT	<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													
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui												

Security Classification / Classification de sécurité
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ANNEX F - SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat EE 517-141503
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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.

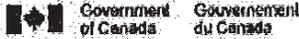
SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				CONSEC					
	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 / Confidentiel	Secret	Top Secret / Très Secret
											A	B	C			
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 le présent 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).

Security Classification / Classification de sécurité
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ANNEX F - SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat EE517-141503
Security Classification / Classification de sécurité

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@tpsgo.gc.ca	Date 2013-11-28
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) 648-5988	Facsimile - Télécopieur (418) 648-3383	E-mail address - Adresse courriel nicole.ruelland@dfo-mpo.gc.ca	Date 18/11/13
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@tpsgo.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 07-DEC-2013

Jacques Saumur
 Contract Security Officer, Contract Security Division
 Jacques.Saumur@tpsgc-pwgsc.gc.ca
 Tel/Tél - 613-946-1732 / Fax/Téloc - 613-954-4171

Security Classification / Classification de sécurité
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