



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

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

**11 Laurier St./ 11, rue Laurier**

**Place du Portage, Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

**THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT.**

**CE DOCUMENT CONTIENT UNE CONDITION DE  
SÉCURITÉ.**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

**Maintenance & Professional Consulting Services Division  
(FK)**

**11 Laurier St./ 11, rue Laurier**

**3C2, Place du Portage, Phase III**

**Gatineau**

**Québec**

**K1A 0S5**

<b>Title - Sujet</b> French River -Dam Keeper assistant	
<b>Solicitation No. - N° de l'invitation</b> EP168-182376/A	<b>Date</b> 2018-08-15
<b>Client Reference No. - N° de référence du client</b> 20182376	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$FK-279-75280	
<b>File No. - N° de dossier</b> fk279.EP168-182376	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-08-31</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ladouceur, Joanne	<b>Buyer Id - Id de l'acheteur</b> fk279
<b>Telephone No. - N° de téléphone</b> (873) 469-4889 ( )	<b>FAX No. - N° de FAX</b> (819) 956-3600
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 11 LAURIER ST Gatineau Quebec K1A0S5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

---

## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefings

### **PART 2 - BIDDER INSTRUCTIONS**

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Former Public Servant
- 2.4 Enquiries - Bid Solicitation
- 2.5 Applicable Laws

### **PART 3 - BID PREPARATION INSTRUCTIONS**

- 3.1 Bid Preparation Instructions
  - Section I: Technical Bid
  - Section II: Financial Bid – (See Appendix B)
  - Section III: Certifications
  - Section IV: Additional Information

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

### **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

- 5.1 Certificates Required with the Bid
- 5.2 Certifications Precedent to Contract Award and Additional Information

### **PART 6 - SECURITY REQUIREMENT**

- 6.1 Security Requirements

### **PART 7 - RESULTING CONTRACT CLAUSES**

- 7.1 Requirement
- 7.2 Standard Clauses and Conditions
- 7.3 Security Requirement
- 7.4 Term of Contract
- 7.5 Authorities
- 7.6 Proactive Disclosure of Contracts with Former Public Servants (if applicable)
- 7.7 Payment
- 7.8 Invoicing Instructions - Maintenance Services
- 7.9 Certifications
- 7.10 Applicable Laws
- 7.11 Priority of Documents
- 7.12 SACC Manual Clauses
- 7.13 Insurance Requirements
- 7.14 Site Regulations
- 7.15 Telephone
- 7.16 Language
- 7.17 Pre-commencement meeting

Solicitation No. - N° de l'invitation  
EP168-182376/A  
Client Ref. No. - N° de réf. du client  
20182376

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EP168-182376

Buyer ID - Id de l'acheteur  
FK279  
CCC No./N° CCC - FMS No./N° VME

---

**List of Appendices:**

Appendix "A" Statement of Work  
Appendix "B" Financial Bid - Basis of Payment  
Appendix "C" Security Requirements Check List (SRCL)  
Appendix "D" Form [PWGSC-TPSGC 572](#) Task Authorization  
Appendix "E" Form [PWGSC-TPSGC 1111](#) Claim for Progress Payment  
Appendix "F" Set-Aside Program for Aboriginal Business  
Appendix "G" Complete List of Names of all individuals who are currently Directors of the Bidder

Solicitation No. - N° de l'invitation  
EP168-182376/A  
Client Ref. No. - N° de réf. du client  
20182376

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EP168-182376

Buyer ID - Id de l'acheteur  
FK279  
CCC No./N° CCC - FMS No./N° VME

---

## **NOTICE**

### **Security**

This notice is to advise ALL interested bidders that in order to be awarded a contract which contains a security requirement, all bidders MUST hold a valid Security Clearance granted or approved by PWGSC Canadian Industrial Security Directorate (CISD) at the level indicated in this solicitation document. Should the bidder not currently hold a valid Security Clearance or require the level to be upgraded, PWGSC will sponsor the bidder. Please submit your written request with the following information to Joanne Ladouceur by e-mail to [Joanne.Ladouceur@tpsgc-pwgsc.gc.ca](mailto:Joanne.Ladouceur@tpsgc-pwgsc.gc.ca).

Legal Company Name  
Mailing address  
Surname and given name of contact person  
Telephone number of contact person  
Title of contact person  
Facsimile number  
E-mail address of contact person  
Procurement Business Number  
Preferred Language of correspondence  
Level of Security Required

Additional information on PWGSC security can be found on the following web site: <http://ssi-iss.tpsgc-pwgsc.gc.ca>/or by dialing 1-866-368-4646 (Toll free).

---

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include:

- Appendix "A" Statement of Work
- Appendix "B" Financial Bid - Basis of Payment
- Appendix "C" Security Requirements Check List (SRCL)
- Appendix "D" Form [PWGSC-TPSGC 572](#) Task Authorization
- Appendix "E" Form [PWGSC-TPSGC 1111](#) Claim for Progress Payment
- Appendix "F" Set-Aside Program for Aboriginal Business
- Appendix "G" Complete List of Names of all individuals who are currently Directors of the Bidder

### **1.2 Summary**

#### **1.2.1 Requirement**

To provide all labour, supervision, tools, equipment, safety devices, consumables required to assist Damkeepers with dam operations and for other support tasks associated with this primary function. Damkeeping Services are for a fixed period and Construction/Repair Services are on an "as and when required" basis through a Task Authorization. Work is to be performed in accordance with the Statement of Work dated March 7th, 2018 for Public Works and Government Services Canada at the French River Dams which include Little Chaudière Dam, Portage Dam and Big Chaudière Dams (North and South), Ontario.

#### **1.2.2 Period of the Contract**

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

#### **1.2.3 Security**

There are security requirements associated with this requirement. For additional information, consult Part 6 – Security Requirements, and Part 7 – Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

#### **1.2.4 Procurement Strategy for Aboriginal Business (PSAB)**

This procurement includes a voluntary set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to Annex 9.4 of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

#### **1.2.5 Subcontracting**

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

#### **1.3 Debriefings**

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

---

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

### **2.2 Submission of Bids**

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

### **2.3 Former Public Servant**

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

### **Definitions**

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

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

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

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

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

#### **Former Public Servant in Receipt of a Pension**

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

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

#### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### **2.5 Applicable Laws**

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

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

---

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

- Section I: Technical Bid (one (1) hard copy)
- Section II: Financial Bid – Appendix “B” Financial Bid - (one (1) hard copy)
- Section III: Certifications (one (1) hard copy)
- Section IV: Additional Information (one (1) hard copy)

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

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

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

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

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

#### **Section I: Technical Bid – Completed Request for Proposal**

#### **Section II: Financial Bid**

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

#### **3.1.2 Electronic Payment Instruments**

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

#### **Section III: Certifications**

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

Solicitation No. - N° de l'invitation  
EP168-182376/A  
Client Ref. No. - N° de réf. du client  
20182376

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EP168-182376

Buyer ID - Id de l'acheteur  
FK279  
CCC No./N° CCC - FMS No./N° VME

---

## Section IV: Additional Information

### 3.1.3 Contractor's Representative

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

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

Telephone: \_\_\_\_\_

Cellular: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

---

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 TECHNICAL EVALUATION**

##### **4.1.1.1 MANDATORY REQUIREMENTS**

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

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

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

### **4.2 Basis of Selection**

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

---

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Set-Aside for Aboriginal Business**

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.

2. The Bidder:

- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Bidder must check the applicable box below:

- i. ☐ The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
**OR**
- ii. ☐ The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Bidder must check the applicable box below:

- i. ☐ The Aboriginal business has fewer than six full-time employees.  
**OR**
- ii. ☐ The Aboriginal business has six or more full-time employees.

5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

**5.2.2. Owner/Employee Certification - Set-aside for Aboriginal Business**

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of  
\_\_\_\_\_ (*insert name of business*), and an Aboriginal person, as  
defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for  
Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date

---

### 5.2.3 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.4 Federal Contractors Program for Employment Equity - Bid Certification

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

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

## 5.3 Additional Certifications Precedent to Contract Award

### 5.3.1 Certificates

WSIB/CSST Certificate

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

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

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

## **PART 6 – SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

1. **1. Before award of a contract,** the following conditions must be met:

(a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;

(b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;

(c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

3. For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **6.2 Employee Information for Security**

The Bidder should specify the following information regarding employees proposed in Part 3, Section I (Technical Bid) to provide services against any resulting contract:

**If there is not sufficient space in the table please attach a list to this document with the requested information for the proposed employees.**

<b>Legal Name (First and Last) (Please Print Clearly)</b>	<b>DATE OF BIRTH Day / Month / Year</b>
Supervisor:	
Employee:	
Employee:	
Employee:	
Employee:	
Employee:	
Employee:	
Employee:	
Employee:	

---

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

To provide all labour, supervision, tools, equipment, safety devices, consumables required to assist Damkeepers with dam operations and for other support tasks associated with this primary function. Damkeeping Services are for a fixed period and Construction/Repair Services are on an "as and when required" basis through a Task Authorization. Work is to be performed in accordance with the Statement of Work dated March 7th, 2018 for Public Works and Government Services Canada at the French River Dams which include Little Chaudière Dam, Portage Dam and Big Chaudière Dams (North and South), Ontario.

#### **7.1.1 Replacement of Specific Individuals**

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

#### **7.1.2 Task Authorization**

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

#### **7.1.3 Task Authorization Process**

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

specified in the Contract. The contractor's proposal shall clearly identify the method of payment upon which the proposal is based. The method of payment shall be one of:

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

#### **7.1.4 Task Authorization Limit**

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

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

#### **7.1.5 Canada's Obligation – Portion of the Work – Task Authorizations**

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

#### **7.1.6 Periodic Usage Reports - Contracts with Task Authorizations**

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

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

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

The quarterly periods are defined as follows:

- 1st quarter: Aug 1 to Oct 31;
- 2nd quarter: November 1 to January 31;
- 3rd quarter: February 1 to April 30; and
- 4th quarter: May 1 to July 31.

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

#### **Reporting Requirement- Details**

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

##### **For each authorized task:**

- i. the authorized task number or task revision number(s);

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

**For all authorized tasks:**

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

**7.2 Standard Clauses and Conditions**

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

**7.2.1 General Conditions**

**2035 (2018-06-21)**, General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

**7.3 Security Requirements**

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

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:**

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. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b. Industrial Security Manual (Latest Edition).

The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level.

**7.4 Term of Contract**

**7.4.1 Period of the Contract**

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_, inclusive. (*1<sup>st</sup> period is 2 years – date to be added at contract award*)

**7.4.2 Option to Extend Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional consecutive twelve (12) month periods each under the same conditions. The Contractor

agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Joanne Ladouceur  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Real Property Contracting Directorate  
11, rue Laurier, Place du Portage, Gatineau, QC K1A 0S5

Telephone: 873-469-4889  
Facsimile: 819-956-5227  
E-mail address: Joanne.Ladouceur@pwgsc-tpsgc.gc.ca

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

### **7.5.2 Technical Authority**

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

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

### **7.5.3 Contractor's Representative**

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

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

Telephone: \_\_\_\_\_

Cellular: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

## **7.6 Proactive Disclosure of Contracts with Former Public Servants**

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

---

## **7.7 Payment**

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

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

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

### **7.7.2 Basis of Payment - Individual Task Authorizations**

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

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

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

### **7.7.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

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

### **7.7.4 Limitation of Expenditure (C6001C)**

1. Canada's total liability to the Contractor under the Contract must not exceed **\$(To be determined)**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or

- 
- b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **7.7.5 Basis of Pricing** **See Appendix "B" – Basis of Payment**

#### **7.7.6 Limitation of Price**

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

### **7.8 Invoicing Instructions**

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

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### **7.8.2 Invoicing Instructions – Progress Payment Claim – Supporting Documentation Required**

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

Each claim must show:

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

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses;

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

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

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

### 7.8.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid by:

- a. Direct Deposit

### 7.8.4 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department  
C0710C (2007-11-30) Time and Contract Price Verification  
H1001C (2008-05-12) Multiple Payment

## 7.9 Certifications and Additional Information

### 7.9.1 Compliance

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

### 7.9.2 Aboriginal Business Certification (A3000C 2014-11-27)

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.

2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits.

3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

### 7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

### 7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions **2035 (2018-06-21)**,
- (c) Appendix "A" Statement of Work;
- (d) Appendix "B" Basis of Payment;
- (e) Appendix "C" Security Requirements Check List;
- (e) Appendix "D" Form PWGSC-TPSGC 572 Task Authorization;
- (h) Appendix "E" Form PWGSC-TPSGC 1111 Claim for Progress Payment;
- (i) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*)

### 7.12 SACC Manual Clauses

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

---

## 7.13 Insurance Requirements

### 7.13.1 Insurance Requirements

The Contractor must comply with the insurance requirements specified in the **following article 7.13.2 Commercial General Liability Insurance**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

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

### 7.13.2 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (o) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- (p) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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

#### **7.14 Government Site Regulations**

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

#### **7.15 Telephone**

The contractor must be equipped with an answering service and or satellite phones. All related expenses will be the responsibility of the contractor.

Solicitation No. - N° de l'invitation  
EP168-182376/A  
Client Ref. No. - N° de réf. du client  
20182376

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EP168-182376

Buyer ID - Id de l'acheteur  
FK279  
CCC No./N° CCC - FMS No./N° VME

---

#### **7.16 Language**

All personnel and employees assigned to this or any resulting contract must be able to speak, read and understand English.

#### **7.17 Pre-Commencement Meeting**

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

Solicitation No. - N° de l'invitation  
EP168-182376/A  
Client Ref. No. - N° de réf. du client  
20182376

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EP168-182376

Buyer ID - Id de l'acheteur  
FK279  
CCC No./N° CCC - FMS No./N° VME

---

## **APPENDIX "A"**

### **STATEMENT OF WORK**

**EP168-182376**

Solicitation No. - N° de l'invitation  
EP168-182376/A  
Client Ref. No. - N° de réf. du client  
20182376

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EP168-182376

Buyer ID - Id de l'acheteur  
FK279  
CCC No./N° CCC - FMS No./N° VME

---

## **APPENDIX “B”**

### **FINANCIAL BID**

#### **BASIS OF PAYMENT**

---

## **APPENDIX B**

### **FINANCIAL BID – BASIS OF PAYMENT**

#### **BASIS OF PRICING**

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

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

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

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

#### **PRICING SCHEDULE 1: DAMKEEPING SERVICES**

Firm all inclusive rates including labour, supervision, equipment, safety devices, consumables, transportation, overhead, profit and all related costs to perform the work identified in the Statement of Work, at Damkeeping Services. Firm rate for 30 non-consecutive days.

<b>Period 1 Year 2019</b>	<b>Period 2 Year 2020</b>	<b>Option Period 1 Year 2021</b>	<b>Option Period 2 Year 2022</b>	<b>Option Period 3 Year 2023</b>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

## PRICING SCHEDULE 2: LABOUR

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

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

### 2.1 LABOURER CATEGORY

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

2.1 (i) Regular Hours 8:00am to 5:00pm Monday to Friday	YEAR 1 2018 / 2019 RATE	YEAR 2 2019 / 2020 RATE	OPTION YEAR 1 2020 / 2021 RATE	OPTION YEAR 2 2021/ 2022 RATE	OPTION YEAR 3 2022 / 2023 RATE
	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
<b>***Estimated hours</b>	250	250	250	250	250
<b>**Extended Price:</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Sub-Total 2.1 (i)</b>					\$ _____

2.1 (ii) Outside Regular Hours and Saturday	YEAR 1 2018 / 2019 RATE	YEAR 2 2019 / 2020 RATE	OPTION YEAR 1 2020 / 2021 RATE	OPTION YEAR 2 2020/ 2022 RATE	OPTION YEAR 3 2022 / 2023 RATE
	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
<b>* Estimated hours</b>	40	40	40	40	40
<b>**Extended Price:</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Sub-Total 2.1 (ii)</b>					\$ _____

2.1 (iii) Outside Regular Hours Sunday & Statutory Holidays	YEAR 1 2018 / 2019 RATE	YEAR 2 2019 / 2020 RATE	OPTION YEAR 1 2020 / 2021 RATE	OPTION YEAR 2 2020/ 2022 RATE	OPTION YEAR 3 2022 / 2023 RATE
	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
<b>* Estimated hours</b>	10	10	10	10	10
<b>**Extended Price:</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Sub-Total 2.1 (iii)</b>					\$ _____

## 2.2 On Call Daily Rate

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

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

PERIOD	YEAR 1 2018 / 2019 RATE	YEAR 2 2019 / 2020 RATE	OPTION YEAR 1 2020 / 2021 RATE	OPTION YEAR 2 20201/ 2022 RATE	OPTION YEAR 3 2022 / 2023 RATE
Rate per person	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____/day
*Estimated days	15	15	15	15	15
**Extended Price:	\$_____	\$_____	\$_____	\$_____	\$_____
Sub-Total 2.2					\$_____

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

### **PRICING SCHEDULE 3: EXTRA WORK**

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

#### **3.1 SKILLED LABOUR CATEGORY**

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

**LABOUR: Our firm hourly rate per qualified personnel is:**

<b>3.1 (i)</b> Regular Hours 8:00am to 5:00pm Monday to Friday	<b>YEAR 1 2018 / 2019 RATE</b>	<b>YEAR 2 2019 / 2020 RATE</b>	<b>OPTION YEAR 1 2020 / 2021 RATE</b>	<b>OPTION YEAR 2 20201/ 2022 RATE</b>	<b>OPTION YEAR 3 2022 / 2023 RATE</b>
	\$_____ /hr	\$_____ /hr	\$_____ /hr	\$_____ /hr	\$_____ /hr
* Estimated hours	120	120	120	120	120
<b>**Extended Price:</b>	\$_____	\$_____	\$_____	\$_____	\$_____
<b>Sub-Total 3.1 (i)</b>					\$_____

<b>3.1 (ii)</b> Outside Regular Hours and Saturday	<b>YEAR 1 2018 / 2019 RATE</b>	<b>YEAR 2 2019 / 2020 RATE</b>	<b>OPTION YEAR 1 2020 / 2021 RATE</b>	<b>OPTION YEAR 2 20201/ 2022 RATE</b>	<b>OPTION YEAR 3 2022 / 2023 RATE</b>
	\$_____ /hr	\$_____ /hr	\$_____ /hr	\$_____ /hr	\$_____ /hr
* Estimated hours	40	40	40	40	40
<b>**Extended Price:</b>	\$_____	\$_____	\$_____	\$_____	\$_____
<b>Sub-Total 3.1 (ii)</b>					\$_____

<b>3.1 (iii)</b> Outside Regular Hours, Sunday & Statutory Holidays	<b>YEAR 1 2018 / 2019 RATE</b>	<b>YEAR 2 2019 / 2020 RATE</b>	<b>OPTION YEAR 1 2020 / 2021 RATE</b>	<b>OPTION YEAR 2 20201/ 2022 RATE</b>	<b>OPTION YEAR 3 2022 / 2023 RATE</b>
	\$_____ /hr	\$_____ /hr	\$_____ /hr	\$_____ /hr	\$_____ /hr
* Estimated hours	8	8	8	8	8
<b>**Extended Price:</b>	\$_____	\$_____	\$_____	\$_____	\$_____
<b>Sub-Total 3.1 (iii)</b>					\$_____

### 3.2 Foreman ("as and when requested")

3.2 (i) Regular Hours 8:00am to 5:00pm Monday to Friday	YEAR 1 2018 / 2019 RATE	YEAR 2 2019 / 2020 RATE	OPTION YEAR 1 2020 / 2021 RATE	OPTION YEAR 2 2021/ 2022 RATE	OPTION YEAR 3 2022 / 2023 RATE
	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
***Estimated hours	40	40	40	40	40
**Extended Price:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Sub-Total 3.2 (i)					\$ _____

3.2 (ii) Outside Regular Hours and Saturday	YEAR 1 2018 / 2019 RATE	YEAR 2 2019 / 2020 RATE	OPTION YEAR 1 2020 / 2021 RATE	OPTION YEAR 2 20201/ 2022 RATE	OPTION YEAR 3 2022 / 2023 RATE
	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
* Estimated hours	8	8	8	8	8
**Extended Price:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Sub-Total 3.2 (ii)					\$ _____

3.2 (iii) Outside Regular Hours, Sunday & Statutory Holidays	YEAR 1 2018 / 2019 RATE	YEAR 2 2019 / 2020 RATE	OPTION YEAR 1 2020 / 2021 RATE	OPTION YEAR 2 20201/ 2022 RATE	OPTION YEAR 3 2022 / 2023 RATE
	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
* Estimated hours	8	8	8	8	8
**Extended Price:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Sub-Total 3.2 (iii)					\$ _____

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

#### PRICING SCHEDULE 4: MATERIALS

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

4.1 Materials	YEAR 1 2018 / 2019 RATE	YEAR 2 2019 / 2020 RATE	OPTION YEAR 1 2020 / 2021 RATE	OPTION YEAR 2 2020 / 2022 RATE	OPTION YEAR 3 2022 / 2023 RATE
Mark-Up	_____%	_____%	_____%	_____%	_____%
<b>**Estimated expenditure</b>	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
<b>**Extended Price:</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Sub-total 4.1</b>					\$ _____

For Evaluation Purposes

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

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

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

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

#### AUTHORIZATION FOR DELIVERY

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

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

Solicitation No. - N° de l'invitation  
EP168-182376/A  
Client Ref. No. - N° de réf. du client  
20182376

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EP168-182376

Buyer ID - Id de l'acheteur  
FK279  
CCC No./N° CCC - FMS No./N° VME

---

**Sum of Pricing Schedules**

<b>Pricing Schedule 1: Damkeeping Services</b>	<b>TOTAL</b>	<b>\$_____ +</b>
<b>Pricing Schedule 2: Labour Category</b>	<b>TOTAL</b>	<b>\$_____ +</b>
<b>Pricing Schedule 3: Extra Work</b>	<b>TOTAL</b>	<b>\$_____ +</b>
<b>Pricing Schedule 4: Materials</b>	<b>TOTAL</b>	<b>\$_____ +</b>
<b>GRAND TOTAL</b>		<b>\$_____</b>

Solicitation No. - N° de l'invitation  
EP168-182376/A  
Client Ref. No. - N° de réf. du client  
20182376

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EP168-182376

Buyer ID - Id de l'acheteur  
FK279  
CCC No./N° CCC - FMS No./N° VME

---

## **APPENDIX "C"**

### **Security Requirements Check List (SRCL)**

**EP168-182376**

Solicitation No. - N° de l'invitation  
EP168-182376/A  
Client Ref. No. - N° de réf. du client  
20182376

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EP168-182376

Buyer ID - Id de l'acheteur  
FK279  
CCC No./N° CCC - FMS No./N° VME

---

## **APPENDIX "D"**

### **Form PWGSC-TPSGC 572 Task Authorization**

Solicitation No. - N° de l'invitation  
EP168-182376/A  
Client Ref. No. - N° de réf. du client  
20182376

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EP168-182376

Buyer ID - Id de l'acheteur  
FK279  
CCC No./N° CCC - FMS No./N° VME

---

## APPENDIX "E"

Form [PWGSC-TPSGC 1111](#) Claim for Progress Payment

---

## APPENDIX "F"

### Requirements for the Set-aside Program for Aboriginal Business

1. Who is eligible?

- a. An Aboriginal business, which can be:
  - i. a band as defined by the Indian Act
  - ii. a sole proprietorship
  - iii. a limited company
  - iv. a co-operative
  - v. a partnership
  - vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,  
OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

2. Are there any other requirements attached to suppliers in the Set-Aside Program for Aboriginal Business?

Yes

- a. In respect of a contract, (goods, service or construction), on which a supplier is making a proposal which involves subcontracting, the supplier must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the supplier must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.
- b. The supplier's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the supplier with information, substantiating its compliance with the Program, and authorize the supplier to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the supplier to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.
- c. As part of its bid, the supplier must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business(certification) stating that it:
  - i. meets the requirements for the Program and will continue to do so throughout the duration of the contract;
  - ii. will, upon request, provide evidence that it meets the eligibility criteria;
  - iii. is willing to be audited regarding the certification; and

- 
- iv. acknowledges that if it is found NOT to meet the eligibility criteria, the supplier shall be subject to one or more of the civil consequences set out in the certification and the contract.
3. How must the business prove that it meets the requirements?
- a. It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.
- b. The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.
4. What evidence may be required from the business?
- a. Ownership and control
- i. Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.
- ii. Ownership of an Aboriginal business refers to "beneficial ownership" i.e., who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See [Appendix A Set-aside Program for Aboriginal Business](#) for a list of the factors, which may be considered by Canada.)
- b. Employment and employees
- i. Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least 33 percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal. See SACC Manual clauses [A3001T](#), [M3030T](#) or [S3036T](#), as appropriate.
- ii. Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Revenue Agency purposes as well as information related to pension and other benefit plans.
- iii. A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.
- iv. Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.
5. Subcontracts
- a. Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.

- 
- b. Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.
  - 6. Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?
    - a. An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.
    - b. Evidence of being an Aboriginal person will consist of such proof as:
      - i. Indian registration in Canada;
      - ii. membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
      - iii. acceptance as an Aboriginal person by an established Aboriginal community in Canada;
      - iv. enrollment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
      - v. membership or entitlement to membership in a group with an accepted comprehensive claim;
      - vi. evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

#### Set-aside Program for Aboriginal Business

(Excerpt from Treasury Board Contracting Policy Notice 1996-6, Annex A.)

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- a. capital stock and equity accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;
- b. dividend policy and payments;
- c. existence of stock options to employees;
- d. different treatment of equity transactions for corporations, partnerships, joint ventures, community organizations, cooperatives, etc.;
- e. examination of charter documents, i.e., corporate charter, partnership agreement, financial structure;
- f. concentration of ownership or managerial control in partners, stockholders, officers trustees and directors-based definition of duties;
- g. principal occupations and employer of the officers and directors to determine who they represent, i.e., banker, vested ownerships;
- h. minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;
- i. executive and employee compensation records for indication of level of efforts associated with position;
- j. nature of the business in comparison with the type of contract being negotiated;
- k. cash management practices, i.e., payment of dividends - preferred dividends in arrears;
- l. tax returns to identify ownership and business history;
- m. goodwill contribution/contributed asset valuation to examine and ascertain the fair market value of non-cash capital contributions;
- n. contracts with owners, officers and employees to be fair and reasonable;
- o. stockholder authority, i.e., appointments of officers, directors, auditors;
- p. trust agreements made between parties to influence ownership and control decisions;
- q. partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios;
- r. litigation proceedings over ownership;
- s. transfer pricing from non-Aboriginal joint venture;
- t. payment of management or administrative fees;
- u. guarantees made by the Aboriginal business;
- v. collateral agreements.

Solicitation No. - N° de l'invitation  
EP168-182376/A  
Client Ref. No. - N° de réf. du client  
20182376

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EP168-182376

Buyer ID - Id de l'acheteur  
FK279  
CCC No./N° CCC - FMS No./N° VME

---

## APPENDIX "G"

### INTEGRITY PROVISIONS - LIST OF NAMES

#### INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE BIDDER:

---

---

---

Procurement Business Number: \_\_\_\_\_

ANNEX A – STATEMENT OF WORK  
OPERATION & MAINTENANCE OF  
FRENCH RIVER DAMS

Version of: March 7, 2018

**TABLE OF CONTENTS**

<b>A1. BACKGROUND.....</b>	<b>2</b>
A1.1. The French River Watershed .....	2
A1.2. French River Dam Complex and Its Equipment.....	2
A1.3. Responsibilities for Water Management.....	3
<b>A2. QUALIFICATIONS OF PERSONNEL .....</b>	<b>3</b>
<b>A3. INITIAL SUBMITTALS.....</b>	<b>4</b>
<b>A4. SCOPE OF WORK – GENERAL REQUIREMENTS.....</b>	<b>4</b>
A4.1. Nature of Services .....	4
A4.2. Authority to Make Requests for Service.....	4
A4.3. Task Authorization Process.....	4
A4.4. Cleaning .....	4
A4.5. Protection of Persons and Property.....	4
A4.6. Cooperation .....	5
A4.7. Sub-Contracting.....	5
<b>A5. SCOPE OF WORK – DAMKEEPING SERVICES.....</b>	<b>5</b>
A5.1. Nature of Services .....	5
A5.2. Response Time for Services .....	5
A5.3. Typical Damkeeping Tasks That May be Requested.....	5
<i>A5.3.1. General Gate Operating Procedure .....</i>	<i>6</i>
A5.4. Hours of Work for Damkeeping Labour .....	7
<i>A5.4.1. General.....</i>	<i>7</i>
<i>A5.4.2. On-Call.....</i>	<i>7</i>
<i>A5.4.3. Time Verification.....</i>	<i>7</i>
A5.5. Conditions of Work.....	7
<b>A6. SCOPE OF WORK – CONSTRUCTION/REPAIR SERVICES .....</b>	<b>7</b>
A6.1. Nature of Services .....	7
A6.2. Typical Construction/Repair Tasks That May be Requested .....	7
A6.3. General Requirements for Repair Work.....	8
<b>A7. ADMINISTRATIVE REQUIREMENTS.....</b>	<b>9</b>
A7.1. Communications .....	9
A7.2. Parking .....	9
<b>A8. HEALTH AND SAFETY REQUIRMENTS.....</b>	<b>9</b>
A8.1. Regulatory Requirements .....	9
A8.2. Responsibilities .....	9
A8.3. Safety Procedures .....	9
A8.4. Health and Safety Submittals.....	10
A8.5. Hazardous and Other Materials.....	11
<b>A9. GOVERNMENT SUPPLIED MATERIAL.....</b>	<b>11</b>
A9.1. Keys.....	11
<b>A10. IMAGES .....</b>	<b>12</b>

**A1. BACKGROUND**

**A1.1. The French River Watershed**

1. The watershed known as the Sturgeon-Nipissing-French-Wanapitei system (SNFW) drains 19,000 square kilometres of Canadian Shield into Georgian Bay. The SNFW system is a complicated network of lakes and rivers with more than 40 control structures and hydroelectric power stations with a variety of owners. Reservoirs in the watershed include Lake Temagami, Lake Wanapitei, and Lake Nipissing. Lake Nipissing, the fourth largest inland lake in Ontario covering over 850 square kilometres, is by far the largest reservoir in the SNF system as well as being the one farthest downstream in the watershed. From the Lake, water flows 110 km down the French River to Georgian Bay.
2. Water management in the basin is difficult because the total volume of reservoir storage available in the watershed to act as a “buffer” is only a small fraction of the annual runoff volume.
3. Public Services and Procurement Canada (PSPC) Dams and Water Management Centre of Expertise (COE) owns and operates four dams at three sites on the headwaters of the French River. These dams are currently the only structures controlling the outflow from Lake Nipissing, and thus are essential for maintaining the Lake Nipissing water levels and regulating the flow of water into the French River. The dams directly control a drainage area of some 13,100 square kilometres.
4. The water control engineer’s team at the PSPC COE collects data for the French River, both automatically and from the Damkeepers, on a daily basis and uses this information for flood and weather forecasting. In conjunction with other partners on the watershed, the COE analyzes the data daily and determines the required change in dam gate settings for the day (if any change is warranted). The COE stores data on daily flow and water elevations in a database.

**A1.2. French River Dam Complex and Its Equipment**

1. PSPC owns and operates the four dams at three sites on headwaters of the French River near the Dokis First Nation at the south-west corner of Lake Nipissing. The PSPC dams were originally built between 1914 and 1916 as part of the Georgian Bay Ship Canal Project, a scheme intended to provide a commercial navigation link between the Ottawa River and Georgian Bay via Lake Nipissing and the French River. All of the dams have been rebuilt since then in approximately the same locations. The dams are:
  - a. **Little Chaudière Dam.**—This dam has two gate-controlled sluices. However, as there is no power at the dam; in order to operate the gates, a portable generator must be brought to the site and the gates opened or closed using the backup mechanism, which involves using an electric drill to drive the motor through its shaft. There is a small building adjacent to the dam that serves as a storage shed. There is no road access to this dam and no cell phone service in the area of the Little Chaudière Dam.
  - b. **Portage Dam.**—This dam has three vertical lift gates and is fitted with gain heaters. In times of power outage, the dam can be operated with a drill just like the Little Chaudière Dam. There is a small electrical building adjacent to the dam that contains electrical panels and is also used as a storage shed. There is limited cell phone service in the area of the Portage Dam
  - c. **Big Chaudière Dams (North & South).**—The North Dam has two gate-controlled sluices and the South Dam consists of one gate-controlled sluice. These dams are new as of 2016. Unlike the other two dams, they do not have the ability to be opened with a drill. Instead, there is a standby generator located in a small building between the North and South dams to provide electric power to the gate hoists in case of power failure. There is limited cell phone service in the area of the Big Chaudière Dams.
2. **Buildings.**—In addition to the small buildings at each dam, several buildings are located to the northeast of the Portage Dam and together these buildings are the office complex for the PSPC facility. These buildings include:
  - a. One residence (currently uninhabited) – to be demolished in 2018
  - b. One garage
  - c. One shed – to be demolished in 2018
  - d. One workshop

- e. One large office building; and,
- f. One boathouse

3. **Auxiliary Equipment.**—The following are the main pieces of auxiliary equipment associated with the dams:

- a. **Waterway barriers.**—Damkeepers install a waterway barrier immediately upstream of each dam during navigation season. These exist to protect boaters from being swept over the dam.
- b. **Gauge Houses.**—PSPC owns and maintains two water gauge houses. These small structures shelter the Environment Canada-owned electronic water gauge equipment. The information from these and the other gauges around the watershed is necessary for decision-making in the water management process. Damkeepers visit the gauge houses regularly to check their condition and to take water readings.
- c. **Motorboat.**—Used by the Damkeepers for handling the waterway barriers and for accessing the Little Chaudière Dam.
- d. **Emergency Generators.**—A large diesel generator is located in between the North Dam and South Dam at the Big Chaudière site and serves as an emergency power supply for the Big Chaudière facility in times of power outage. The Portage and Little Chaudière Dams can be operated mechanically with a power drill through the backup mechanism, and a small portable generator exists to operate that drill.
- e. **Grass cutting and snow ploughing equipment.**—Damkeepers use these to maintain good access to the dam sites.
- f. **Weather equipment.**—Wind, temperature, and precipitation gauges as well as snow survey equipment are all located near the dam office. Damkeepers use these to take daily readings for the water control engineer's team.
- g. **Miscellaneous hand and power tools.**

**A1.3. Responsibilities for Water Management**

- 1. On a daily basis, the Technical Authority analyses weather data and decides whether and by how much the flow through the dams is to be adjusted. The Contractor will not be responsible for deciding how much to open or to close dam gates, or which gate to open or close. The Technical Authority (water control engineer) will specify all this.
- 2. The Contractor is responsible for the following:
  - a. for arriving on site in the time required;
  - b. for following standard operating procedures, including all safety procedures;
  - c. for effecting the work called for by Technical Authority,
  - d. for following additional directions from the Damkeepers; and,
  - e. for leaving the site in a safe and secure condition.

**A2. QUALIFICATIONS OF PERSONNEL**

- 1. Have on staff, or provide under sub-contract, all the skills required to perform Work of this contract.
- 2. Contractor is responsible for selecting the mix of skills required to complete any given Request for Task Authorization (RTA), keeping in mind the need to comply with statutory and regulatory requirements.
- 3. Contractor must furnish “competent persons” as employees for the required tasks (see *A8.4 Health and Safety Submittals*).
- 4. Contractor must ensure good conduct of his employees.
- 5. Contractor is responsible for damage caused by the negligence or incompetence of his employees.
- 6. Before starting work, submit to Technical Authority the names, responsibilities, and skills of the personnel involved in each operation, and including of qualification to the requirements listed below where applicable.
  - a. As part of *A3 Initial Submittals*, submit names and proof of qualifications of individual persons who will

provide Damkeeping Services (see *A8.4 Health and Safety Submittals* for details).

- b. During the preparation of a Proposal in response to an RTA related to repairs, submit names and proof of qualifications for trades (e.g. electrician, welder, etc.).
7. In all cases, substitute personnel (e.g. in case of illness of original personnel, etc.) must hold equivalent qualifications to the original personnel. Submit proof thereof to Technical Authority as soon as need for substitute personnel is known.
8. Technical Authority reserves the right to judge an individual provided by the Contractor as being unacceptable for the work and to request replacement personnel from the Contractor.

### **A3. INITIAL SUBMITTALS**

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

1. Some of the health and safety submittals (see *A8.4 Health and Safety Submittals* for details); and,
2. Names and phone numbers for off-hours contact people (see A5.1 #5)

### **A4. SCOPE OF WORK – GENERAL REQUIREMENTS**

#### **A4.1. Nature of Services**

The Contractor must provide all necessary labour, supervision, tools, equipment, safety devices, consumables (such as, but not necessarily limited to: lubricants, rags, drip cloths, etc.), required to perform the following work on an “as and when required” basis at the French River dam complex:

1. **DAMKEEPING SERVICES.**—Providing manual labour to work alongside the existing PSPC Damkeepers and help them to perform their regular daily tasks during busy periods or to cover-off for holiday and sick leave. Tasks may include, but not necessarily be limited to, those described in *A5.3 Typical Damkeeping Tasks That May be Requested*.
  - a. Six (6) weeks of Damkeeping Services are included in the fixed price portion of the Contract.
2. **CONSTRUCTION/REPAIR SERVICES.**—Providing all labour, supervision, equipment, tools, and materials required for making a variety of repairs to dam structures, buildings, and equipment that may involve the use of skilled labour and certified trades. Tasks may include, but not necessarily be limited to, ones similar to those described in *A6.2 Typical Construction/Repair Tasks That May be Requested*.

#### **A4.2. Authority to Make Requests for Service**

The Technical Authority makes requests for service. The Technical Authority includes Damkeepers, dam engineers, or the water control technologist. These are the only ones authorized to make requests for services.

#### **A4.3. Task Authorization Process**

All work of this Contract is to be done on an "as and when requested basis" through the Task Authorization process.

#### **A4.4. Cleaning**

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

#### **A4.5. Protection of Persons and Property**

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

**A4.6. Cooperation**

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

**A4.7. Sub-Contracting**

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

**A5. SCOPE OF WORK – DAMKEEPING SERVICES**

**A5.1. Nature of Services**

1. The Contractor is to provide manual labour as required to assist Damkeepers in responding to needs for specific tasks associated with dam operations at the French River Dams or for other support tasks associated with this primary function.
2. This work will involve working side by side with one or both of the regular PSPC Damkeepers and under their general direction. Tasks may include, but not necessary be limited to, those identified in *A5.3 Typical Damkeeping Tasks That May be Requested*.
3. Contractor must provide services only when the Technical Authority has made a request for services.
4. Contractor must not refuse a request for service from the Technical Authority.
5. The Contractor must provide a list of contacts (minimum 3) whom the Technical Authority can call at all times for an urgent situation and during the most critical times of the year, such as during the spring freshet. For these persons, provide Technical Authority with current phone, cell phone, and fax numbers to enable Technical Authority to have a twenty-four (24) hour, seven (7) day per week (including Statutory Holidays) access to Contractor's representative.

**A5.2. Response Time for Services**

1. **Normal Services.**—Normal services are services provided outside an On-Call period. Normally, the Technical Authority will know of a requirement for Damkeeping Services several days or even weeks ahead of time, and will provide as much lead-time as possible to the Contractor for the need for Damkeeping Service personnel.
  - a. **Response Time for Normal Services.**—Unless otherwise specified by the Technical Authority, the Contractor must ensure the requested number of employees to respond to a request for service within 4 hours following receipt of a Request for Task Authorization from the Technical Authority.
2. **On-Call Services.**—Technical Authority will request the Contractor to be "on call" at times when dam operations are known to be possible during weekends and statutory holidays.
  - a. **Response Time for On-Call Services.**—Contractor must ensure the requested number of employees are available and ready to arrive at the dam within 2 hours of a call for service during such an "on call" period.

**A5.3. Typical Damkeeping Tasks That May be Requested**

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

1. collecting weather data according to established procedures and transmitting this information to the Water Control Engineer;
2. clearing snow and ice from areas indicated by Damkeepers using a combination of government-owned snow blowers and shovels and de-icing dam gates by chipping with government-owned pike poles;

3. operating vertical lift gates on the dams (see *A5.3.1 General Gate Operating Procedure* below);
4. starting and stopping the emergency generator at Big Chaudière Dam;
5. operating and/or working from a government-owned small boat for accessing the Little Chaudière Dam and for effecting tasks at any dam that must be done from a boat, such as setting-out and taking-in the waterway barriers (employees performing this task require a Pleasure Craft Operator's Card);
6. driving the government-owned pickup truck with boat trailer on the road or pushing the snow using the government-owned pickup truck with its plow attachment on government property;
7. various site work using government-owned equipment and supplies such as general cleaning, touch-up painting, and lubricating, at the dam sites or at any of the buildings associated with the dam complex;
8. various minor mechanical repairs and simple maintenance items (mostly lubrication) and undertaking regular checks of dam equipment following established checklists;
9. assistance in the fabrication of small parts and equipment for dams;
10. handling, cleaning, inspecting and storing parts, materials, and equipment;
11. clearing snow, cutting grass, and clearing brush using government-owned equipment; and,
12. other tasks of similar scope and complexity.

**A5.3.1. General Gate Operating Procedure**

Damkeepers will provide Contractor's staff with more detailed instructions about the specifics of the gate controls at each dam. The general procedure is as follows:

1. Operate gates only from the control panels located on the dam deck so as to have visibility of the river upstream and downstream during the operation.
2. If snow is present, clear this as required for access to gate control panels.
3. In winter, the bubbler system (at Big Chaudière) and the gain heaters at Big Chaudière and Portage Dams are supposed to operate automatically. If it appears that the heaters are not working and gates and gains are still ice-covered, immediately advise the Damkeeper and the Technical Authority who either will advise to use a different gate or will advise to de-ice by chipping with pike poles. Do not try to make gates operate in an iced-in condition. The Little Chaudière Dam is not operated in winter.
4. Check for debris immediately upstream of the gate and on the river and banks upstream of the dam. This material could be washed downstream and thereby pose a hazard to boaters (usually this consists of trees and large branches). By telephone, immediately advise Damkeepers and Technical Authority of the presence of large debris that would be a hazard. Technical Authority will indicate a different sluice at which water control operations should be done.
  - a. At Little Chaudière Dam, it is very unlikely that the Contractor would be able to phone anyone from the dam; hence, if an operation is impaired by large debris, simply return to the Dam Office to make the phone call.
5. Check upstream and downstream for boaters, people fishing, hikers, and all other persons who would be affected by a sudden release of water, and warn them (via Contractor-supplied megaphone if necessary) that they should move away. At the Big Chaudière Dam, also sound the warning horn.
6. Unlock and open the control boxes on the dam deck, and raise or lower with the gate to the amount directed by Technical Authority, then close and lock the control box.
7. Contractor must continue to observe visually upstream and downstream during the gate operation in case conditions change.
8. Immediately report via telephone or email to Technical Authority when the operation is complete.

**A5.4. Hours of Work for Damkeeping Labour**

**A5.4.1. General**

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

**A5.4.2. On-Call**

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

**A5.4.3. Time Verification**

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

**A5.5. Conditions of Work**

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

**A6. SCOPE OF WORK – CONSTRUCTION/REPAIR SERVICES**

**A6.1. Nature of Services**

The Contractor must be prepared, either through own forces or with sub-contractors, to provide all supervision, labour, and trades as needed effect a variety of repair work around the dams and the buildings of the dam office complex as well as all necessary equipment, tools, and materials.

**A6.2. Typical Construction/Repair Tasks That May be Requested**

1. The following hypothetical repairs are still broadly typical of the type of tasks that may arise during the life of this project.
2. In all cases, the Technical Authority would provide details of the requirements including location, size, and type

of materials required for the repair as well as sketches and photos to illustrate the repair work.

3. Contractor would be required to provide all labour, supervision, equipment, tools, and materials required to effect the repair work. This includes providing and supervising sub-contractors if required.
4. When conditions require it, the contractor will be required to de-ice the affected dam deck and equipment sufficiently to effect Work.
5. Typical work may include, but need not be limited to:
  - a. **Building maintenance**
    - i. Repair and replace metal cladding on sides of a building where this has come loose in the wind or blown off
    - ii. Add evestroughing to small buildings (one-storey)
    - iii. Repair damaged or rotting wooden elements of buildings
    - iv. Renew caulking and weather-stripping around doors and windows
    - v. Other similar building maintenance tasks.
  - b. **Dam maintenance**
    - i. Rake out all old joint filler, clean joints of dirt and plant material, then re-execute all deck joints with backer rod and polymeric joint fillers to manufacturer's instructions.
    - ii. Apply concrete sealant products to manufacturer's instructions.
    - iii. Electrical repairs to lights, control panels, gain heaters, etc.
    - iv. Fabricate and install deck drain scuppers or extend length of existing drain scuppers.
    - v. Greasing of hoist ropes and open spur gearing of hoists.
    - vi. Fabrication of new components of hoist housings where these have been damaged, etc.
    - vii. Repairing sections of chain link fence.
    - viii. Other similar dam maintenance tasks.
6. At times, the exact scope of repairs will not be known. In those cases, the Request for Task Authorization will be for the work of inspecting and recording the extent and nature of a defect. In that case, the contractor will be asked to document (with measurements, sketches, and photographs) the nature of the problem and provide a written report as a deliverable (most likely a PDF file to be submitted via email).

#### **A6.3. General Requirements for Repair Work**

1. **Electrical.**—Under normal conditions, the Technical Authority will allow Contractor to use the 120V service when this is available at the dam deck. In times of power outage, and for all work at the Little Chaudière Dam, the Contractor must provide portable generators as required.
2. **Site Office, Potable Water, and Sanitary Facilities.**—The Contractor must provide these as needed for their work crew.
3. **Housekeeping.**—Leave the dam and work areas clean upon completion of work each day. Provide lockable off-site storage for all tools, materials, and equipment as necessary. Dispose of rubbish and waste materials off-site in accordance with local requirements for waste disposal.
4. **Temporary Access Structures.**—Provide all ladders, scaffolding, barges, and mobile work platforms whenever these are required for access to the repair areas.
5. **Permits.**—May be required for some types of repairs (e.g. ESA involvement for electrical work, etc.). Whenever such cases occur, the Contractor is to pay all fees and obtain all permits before starting Work. Provide authorities with plans and information for acceptance certificates. Submit certificates from Authority Having Jurisdiction as evidence that Work done meets their requirements.
6. **Subcontracting**
  - a. Provide list of sub-contractors and their responsibilities as part of the Proposal in response to a Request for Task Authorization (RTA).

- b. Notify Technical Authority and Contracting Authority, in writing, of any changes to the list of sub-contractors whenever this occurs.
- c. Whenever the Contractor sub-contracts work, submit a copy of the sub-contract purchase order to the Technical Authority and the Contracting Authority.

**A7. ADMINISTRATIVE REQUIREMENTS**

**A7.1. Communications**

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

**A7.2. Parking**

1. Parking is available at the Damkeeper's Office Complex and at both the Portage and Big Chaudière Dams
2. There is no road access to the Little Chaudière Dam.

**A8. HEALTH AND SAFETY REQUIREMENTS**

**A8.1. Regulatory Requirements**

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

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

**A8.2. Responsibilities**

1. The Contractor is responsible for the health and safety of his employees and must supply all safety training and personal protective equipment required for the work. For example, Contractor must ensure that men exposed to a risk of falling from a height greater than 2.4m are trained in this subject, and provided with, and wear, fall protection harnesses.
2. The Contractor must comply with all relevant Legislation, Regulations, Codes, and Standards and ensure that all work undertaken at the dam site on behalf of PSPC is completed in a safe manner.
3. Contractor must ensure that sub-contractors are equally compliant.

**A8.3. Safety Procedures**

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

**A8.4. Health and Safety Submittals**

PSPC requires a variety of submittals proving Contractor compliance with legislated requirements.

**1. Company Information.**—Submit as part of *A3 Initial Submittals*.

- a. *Clearance Certificate* from the Workplace Safety Insurance Board (WSIB) and/or Commission de la Santé et de la Sécurité au Travail (CSST), or *proof of disability insurance coverage* from private company. To be re-issued with each progress payment. Must be valid at all times.
- b. *Company's Health & Safety Policy Statement* meeting the requirement of the Ontario Occupational Health and Safety Act. Usually 1 page, this is a clear, concise policy statement reflecting management's commitment, support, and attitude to the health and safety program for the protection of their employees. Statement must be signed by the employer at the highest level of management at the workplace.
- c. *Company's Occupational Health and Safety Program* meeting the requirements of the Ontario Occupational Health and Safety Act. Usually five to fifteen (5 to 15) pages, describing, in a general way, how Contractor handles health and safety in the firm.

**2. Employee Information – Damkeeping Services.**—Submit as part of *A3 Initial Submittals* for all members of Contractor's team who may be called to be on site to provide Damkeeping Services during this Contract (in all cases, provide updates in case of employee changes during the course of the Contract) provide:

- a. *Names* of all persons who will be available to provide Damkeeping Services.
- b. *Proof of health & safety training* for all these employees in a minimum of the following areas:
  - i. First Aid and CPR
  - ii. Workplace Hazardous Materials Information System (WHMIS 2015); note that products currently anticipated to be used at the site include solvents, paints, and lubricants;
  - iii. Minimum of Pleasure Craft Operator's Card for all employees who would be available for work at Little Chaudière Dam and for work involving waterway barriers that would be done from a boat. Any of the higher-level marine certifications listed at the following Transport Canada website would also be acceptable:  
<https://www.tc.gc.ca/eng/marinesafety/debs-obs-courses-pcoc-list-marine-safety-certif-1323.htm>; and,
  - iv. *driver's licences*.

**3. Employee Information – Construction/Repair Services.**—Safety training requirements will vary depending on the nature of the repair work to be done. Hence, this information will be asked-for as part of the Request for Task Authorization (RTA) and need not be submitted before it is specifically requested.

**4. Site-Specific Hazard Assessment and Health and Safety Plan (SSHASSP).**—For Damkeeping services, submit an SSHASSP as part of the initial submittals requested in *A3 Initial Submittals*. For construction/repair services, the hazards will vary depending on the nature of the repairs to be done and hence submit an SSHASSP as part of the proposal submitted in response to each Request for Task Authorization (RTA). In general, an SSHAHSP must contain, but need not be limited to, the following:

- a. *Description.*—A brief description of what Contractor understands Work of the RTA to be.
- b. *Hazard identification, analysis, and mitigation measures.*—A list of specific activities to be undertaken at the site to perform the work of the RTA complete with the hazards associated with each activity and series of mitigation procedures to be used to reduce the hazard. This section is expected to be 2 to 5 pages long, depending on the number of hazards identified and is best presented in the form of a table. This section must include activities to be undertaken by sub-contractors. Hazards involved in Work of this contract may include but need not be limited to the following:

Hazard	Hazard Applies to
--------	-------------------

	Damkeeping Services	Construction/Repair Services
Working at heights		✓
Working over water	✓	✓
Working at night	✓	
Boat work	✓	✓
Electrical hazards		✓
Working during inclement weather	✓	✓
Slips, trips, and fall hazards on the dam deck	✓	✓

- c. *Emergency contacts.*—An organizational chart showing the specific chain-of-command and specify the overall responsibilities of Contractor’s employees and sub-contractors at Work site in the case of emergencies. This is usually a list of names, roles, and phone numbers, and must include all sub-contractors.
- d. *Emergency response plan.*—List emergencies that could perceivably occur during the course of work and what steps you will take to respond. For example, provide a rescue plan in the event a worker falls in the water.
- e. *Hazard communication plan.*—How Contractor will inform workers, visitors, and other individuals about the hazards during work. This may include but need not be limited to signage, barriers, and tailgate meetings.
- f. *Safety orientation briefing.*—Contractor must provide a short (15-minute) safety briefing for their employees and sub-contractors summarizing the hazards and hazard mitigations measures appropriate to the site. All persons are to sign-off as having received this briefing before starting Work. Submit a copy of the briefing agenda and signed attendance list to Technical Authority.

#### **A8.5. Hazardous and Other Materials**

1. Silica exists in the concrete and the older layers of yellow and blue paint on the Portage Dam Deck and the Little Chaudière Dam deck have been found to contain lead. This is not expected to be disturbed during the provision of Damkeeping Services, but may possibly be disturbed during some types of Repair Work.
2. Should material resembling a hazardous material not previously identified or documented be encountered during the execution of Work, stop Work and notify Technical Authority. Do not proceed until written instructions have been received from Technical Authority.
3. Manage all products used in Repair Work to requirements of the *Workplace Hazardous Materials Information System* (WHMIS 2015) *Regulations and Chemical Substances* of the *Occupational Health and Safety Act* and *Regulations*.

#### **A9. GOVERNMENT SUPPLIED MATERIAL**

##### **A9.1. Keys**

1. Keep keys fully protected and secure at all times.
2. Duplication of keys is strictly prohibited.
3. Return keys at end of Contract or when instructed to do so by Technical Authority.

A10. IMAGES



Figure 1 - General location of French River Dams (Bing Maps)

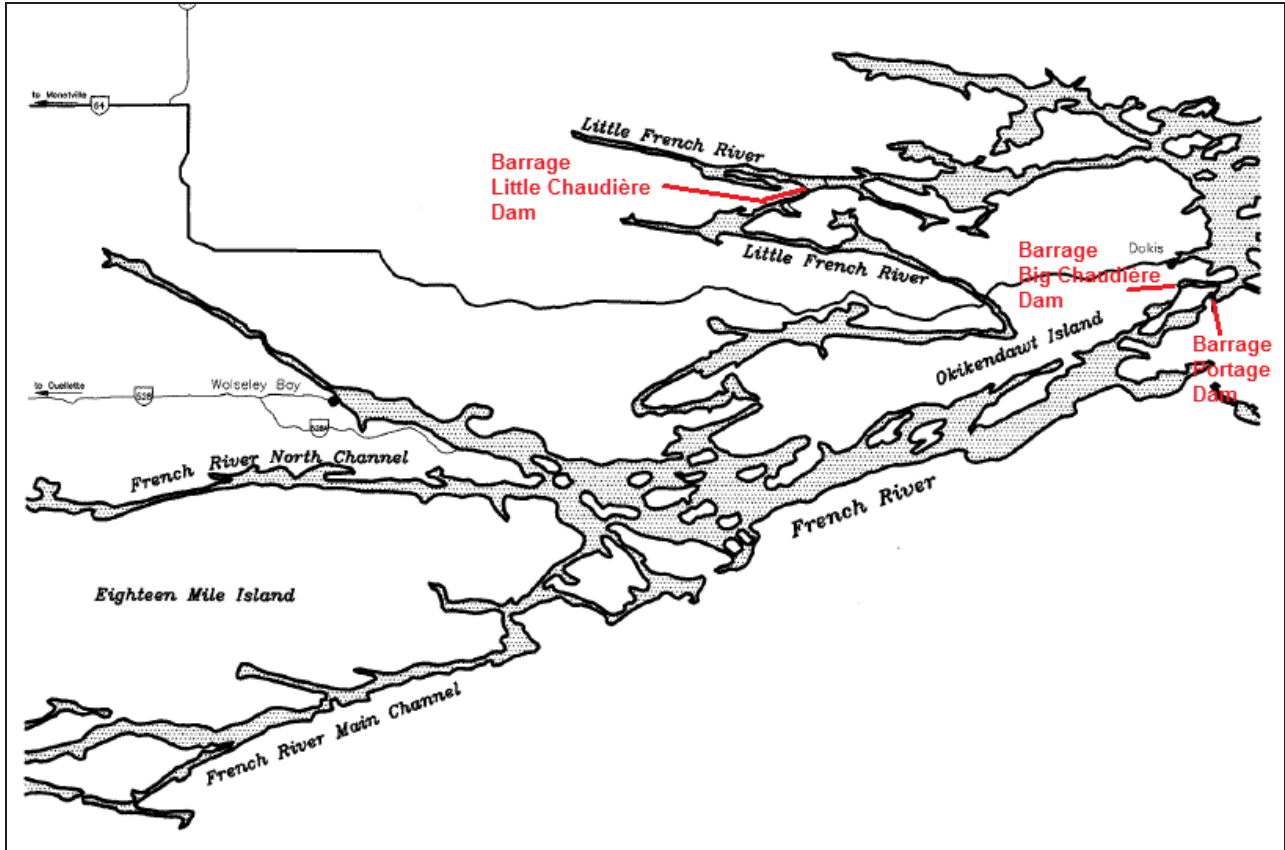


Figure 2 - Location of Individual Dams

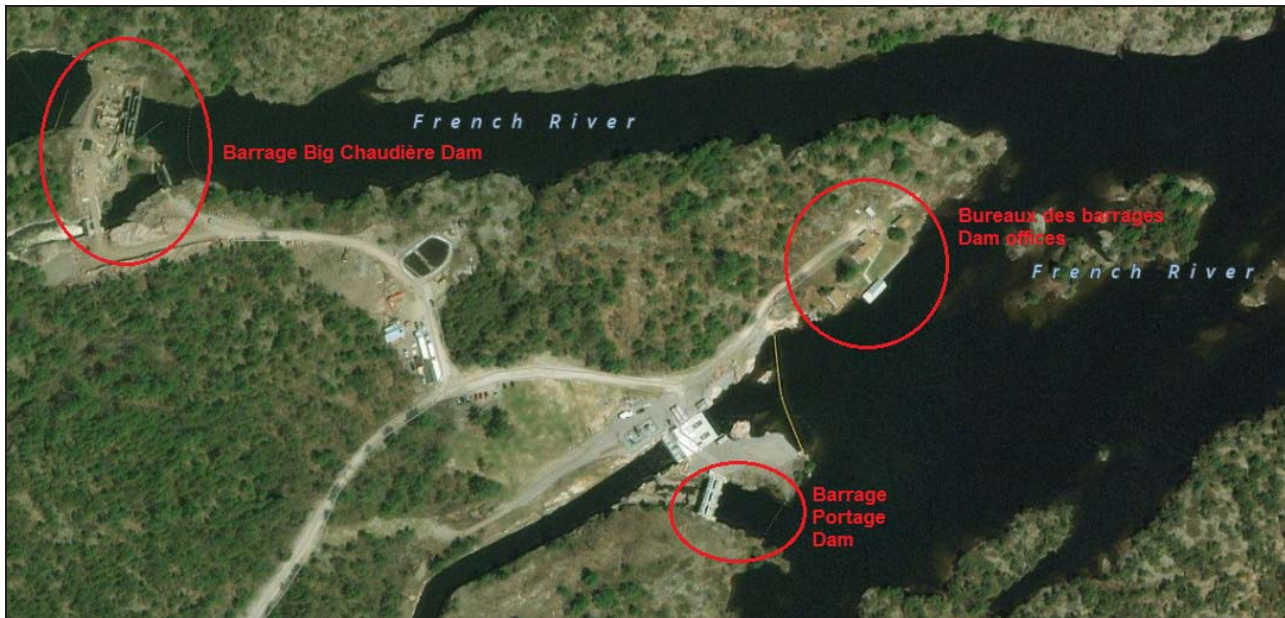


Figure 3 - Big Chaudière Dam (under construction 2015) and Portage Dam, also showing Dam Office (Bing Maps).



Figure 4 - Little Chaudière Dam (Bing Maps)



Figure 5 – Upstream side of Portage Dam.



Figure 6 - Downstream side of Little Chaudière Dam.



Figure 7 - Big Chaudière North Dam, upstream side. Green building at left of photo houses emergency generator.



Figure 8 - Big Chaudière South Dam, upstream side.



Government  
of Canada

Gouvernement  
du Canada

RECEIVED  
MAY 25 2018

Contract Number / Numéro du contrat

EP168-182376

Security Classification / Classification de sécurité  
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction Infrastructure Asset Management
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 Dam keeper assistant and maintenance worker for French River Dam			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?			<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?			<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)			<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.			<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?			<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO COSMIC TOP SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	
	NATO COSMIC TRÈS SECRET <input type="checkbox"/>		



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

EP168-182376

Security Classification / Classification de sécurité  
UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Non Oui

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

Document Number / Numéro du document :

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

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

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non Oui

**PRODUCTION**

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada



**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL  CONFIDENTIEL	SECRET	TOP SECRET  TRÈS SECRET	NATO RESTRICTED  NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL  NATO CONFIDENTIEL	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 la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

# Task Authorization Autorisation de tâche

APPENDIX "D"  
ANNEXE "D"

<b>Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization</b> <i>(Use form DND 626 for contracts for the Department of National Defence)</i>	<b>Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Autorization de tâche</b> <i>(Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense)</i>
---	--

**Contract Number**

Enter the PWGSC contract number.

**Numéro du contrat**

Inscrire le numéro du contrat de TPSGC.

**Contractor's Name and Address**

Enter the applicable information

**Nom et adresse de l'entrepreneur**

Inscrire les informations pertinentes

**Security Requirements**

Enter the applicable requirements

**Exigences relatives à la sécurité**

Inscrire les exigences pertinentes

**Total estimated cost of Task (Applicable taxes extra)**

Enter the amount

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

Inscrire le montant

**For revision only**

**Aux fins de révision seulement**

**TA Revision Number**

Enter the revision number to the task, if applicable.

**Numéro de la révision de l'AT**

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

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

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

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

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

**Increase or Decrease (Applicable taxes extra), as applicable**

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

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

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

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

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

**A. Task Description of the Work required:**

Complete the following paragraphs, if applicable.

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

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

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

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

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

**A. Description de tâche des travaux requis :**

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

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

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

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

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

---

**B. Basis of Payment:**

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

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

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

**Option 2:**

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

**D. Method of Payment**

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

**B. Base de paiement :**

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

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

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

**Option 2 :**

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

**D. Méthode de paiement**

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

---

**2. Authorization(s):**

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

**3. Contractor's Signature**

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

**2. Autorisation(s) :**

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

**3. Signature de l'entrepreneur**

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

---



## Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

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

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

☐

No - Non

☐

Yes - Oui

If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract  
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat



### For Revision only - Aux fins de révision seulement

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

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

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

### 1. Required Work: - Travaux requis :

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

Contract Number - Numéro du contrat

## 2. Authorization(s) - Autorisation(s)

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PWGSC Contracting Authority - Autorité contractante de TPSGC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*If necessary, use form PWGSC-TPSGC 1112 to record detail costs*

*Si nécessaire, utiliser le formulaire PWGSC-TPSGC 1112 pour inscrire les coûts détaillés*

Contractor's Name and Address Nom et adresse de l'entrepreneur	Claim No. N° de la demande	Date YYYY-MM-DD / AAAA-MM-JJ	Contract Price - Prix contractuel
	File No. - N° du dossier		Contract Serial No. N° de série du contrat
Contractor's Procurement Business Number (PBN) Numéro d'entreprise-appvisionnement (NEA) de l'entrepreneur	Financial Code(s) - Code(s) financier(s)		
Contractor's Report of Work Progress (if needed, use additional sheets) Compte rendu de l'avancement des travaux par l'entrepreneur (si nécessaire, utiliser des feuilles supplémentaires)			

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

Percentage of the work completed Pourcentage des travaux achevés	%	Current Claim Demande courante	Amount due Montant dû
---	---	-----------------------------------	--------------------------

Claim No.  
N° de la demande

Contract Serial No.  
N° de série du contrat

## CERTIFICATE OF CONTRACTOR

## ATTESTATION DE L'ENTREPRENEUR

### I certify that:

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

### J'atteste que :

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

Contractor's Signature - Signature de l'entrepreneur

Title - Titre

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

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

☐

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

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

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

### I certify that:

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

### J'atteste que :

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

Contractor's Signature - Signature de l'entrepreneur

Title - Titre

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

## CERTIFICATES OF DEPARTMENTAL REPRESENTATIVES

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

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

## ATTESTATIONS DES REPRÉSENTANTS DU MINISTÈRE

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

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

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

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

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

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

Contracting Authority Signature de l'autorité contractante

Title - Titre

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

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

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

Client Signature du client

Title - Titre

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

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

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

Client Signature du client

Title - Titre

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