

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

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

Request For Supply Arrangement - Demande pour un arrangement en matière d'approvisionnement

Offer to: Department of Public Works and Government Services

We hereby offer to provide to Canada, as represented by the Minister of Public Works and Government Services, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Travaux publics et des Services
gouvernementaux

Nous offrons par la présente de fournir au Canada, représenté par le ministre des Travaux publics et des Services gouvernementaux, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

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

Title - Sujet AMA - Entrepreneur général IML	
Solicitation No. - N° de l'invitation EE517-200046/B	Date 2020-09-03
Client Reference No. - N° de référence du client	GETS Ref. No. - N° de réf. de SEAG PW-\$QCM-008-17981
File No. - N° de dossier QCM-9-42023 (008)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-11-02	Time Zone Fuseau horaire Heure Normale du l'Est HNE
Delivery Required - Livraison exigée Voir Doc.	
Address Enquiries to: - Adresser toutes questions à: Rochette, Jean	Buyer Id - Id de l'acheteur qcm008
Telephone No. - N° de téléphone (418)930-3899 ()	FAX No. - N° de FAX (418)648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC-TPSGC/ESC1-MPO-Transport CP 1000 STN Bureau Chef, 850 Route de la Mer Mont-Joli Québec G5H 3Z4 Canada	
Security - Sécurité This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

REQUEST FOR SUPPLY ARRANGEMENTS (RFSA)

Title: SA GENERAL CONTRACTOR – MAURICE LAMONTAGNE INSTITUTE

NOTICE

The Request for Supply Arrangements EE517-200046/B, which succeeds the request EE517-200046/A, is intended to qualify new general contractors in year 2 of this supply arrangement.

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include:

Annex A - Type of document (Invitation to tender, Projects estimated at \$100,000 and over;
Annex B - Worksite Health and Safety Clause
Annex C - Contractor's Orientation Guide
Annex D - Letter of reference
Annex E - Security Requirements Checklist

1.2 Summary

- 1.2.1 This requirement consists in issuing Supply Arrangements (SA) for general contracting services for the realization of construction work. The SA will be valid from the award date of the arrangements to December 31, 2024. The work involved in this arrangement will be carried out at the Maurice Lamontagne Institute located at 850 route de la Mer, Ste-Flavie, Quebec, in accordance with the Statement of Work related to each resulting contract and the Contractor's Orientation Guide in Annex C.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6A - Supply Arrangement. For more information on personnel and organization security screening or security clauses, Suppliers should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.3 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

- 1.2.4 Contracts resulting from the SA will typically range from \$100,000 to \$500,000. However, in exceptional circumstances, subsequent contracts may reach \$1,000,000.
- 1.2.5 The head of the solicitation process and award of contracts is Public Works and Government Services Canada (PWGSC).
- 1.2.6 Throughout the term of the Supply Arrangement, interested firms are free to submit their candidature to qualify as potential contractors when a project will be announced in regard to this supply arrangement. The qualification of these entrepreneurs will be done once a year on October 1st. Existing qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

1.3 Security Requirements

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

1.4 Debriefings

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

1.5 Use of an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Supply Arrangement that is issued under this solicitation, refer to 6.12 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2008](#) (2019-03-04) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

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

Delete: 60 days

Insert: 120 days

2.2 Submission of Arrangements

1. Epost Connect

- a. Arrangements must be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - i. The only acceptable email address to use with epost Connect for responses to the Request for Supply Arrangements (RFSA) issued by PWGSC is: TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca.
- b. To submit an Arrangement using epost Connect service, the Offeror must either:
 - i. Send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. Send as early as possible, and in any case, at least six business days prior to the RFSA closing date and time, (in order to ensure a response), an email that includes the RFSA number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the RFSA, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the conversation. The Offeror will then be able to transmit its Arrangement afterward at any time prior to the RFSA closing date and time.
- d. If the Offeror is using its own licensing agreement to send its Arrangement, the Offeror must keep the epost Connect conversation open until at least 30 business days after the RFSA closing date and time.

- e. The RFSA number should be identified in the epost Connect message field of all electronic transfers.
 - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an Offeror not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the Request for in order to register for the epost Connect service.
 - g. For Arrangements transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the Arrangement;
 - v. failure of the Offeror to properly identify the Arrangement;
 - vi. illegibility of the Arrangement;
 - vii. security of Arrangement data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
 - h. The Bid Receiving Unit will send an acknowledgement of the receipt of Arrangement document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of Arrangement document(s) and will not confirm if the attachments may be opened nor if the content is readable.
 - i. Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
 - j. An Arrangement transmitted by epost Connect service constitutes the formal Arrangement of the Offeror.
2. Timely and correct delivery of offers is the sole responsibility of the Offeror.

2.3 Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to jean.rochette@tpsgc-pwgsc.gc.ca, the Supply Arrangement Authority no later than 5 business days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

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

enquiry can be answered to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

2.4 Applicable Laws

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

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

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

Arrangements must be submitted by using the [epost Connect service](#) provided by Canada Post Corporation. See Part 2 Section 2.2 Submission of Arrangements.

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

Section I: Technical Arrangement
Section II: Certifications

3.2 Arrangement Presentation Requirements

Section I: Technical Arrangement

In the technical arrangement, Suppliers shall provide the Reference Letters required under Part 4 below.

Section II: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

4.1.1.1.1 Letter of Reference

The Proponent must submit with his arrangement 3 letters of reference duly completed and signed by a client for 3 different projects. Each letter of reference must be signed by a client of a construction site that the contractor has undertaken after January 1st, 2012 and completed before the signature of the letter of reference. The Proponent must use the form in Annex D. The client must be in the public, parapublic, institutional, commercial or industrial domain. Each completed project must have a minimum value of \$300,000 (taxes included) per building and must have been made for the purpose of constructing, improving, renovating or expanding a building of any kind. The bidder must have acted as general contractor for these projects.

The Letters of Reference must bear the client's signature. In the event that at least one letter of reference is not attached to the Bidder's submission, the submission will be deemed non-responsive. The Supply Arrangement Authority reserves the right to contact the client and verify the information provided.

Failure to meet the mandatory requirements will render your arrangement non-responsive and will not be processed any further.

4.1.1.2 Mandatory Criteria Prior to SA Issuance

4.1.1.2.1 Security Requirements

A firm already holding all required security clearances stated in Section 6A or in process of obtaining them, must provide either a copy of all security certifications, certification numbers or evidence of forms submitted to obtain them.

A firm that does not hold all required security clearances stated in Section 6A will have to be sponsored by PWGSC before to be able to bid on a specific project under this supply arrangement.

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

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

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

4.2 Basis of Selection

1. To be declared responsive, an arrangement must:
 - (a) comply with all the requirements of the Request for Supply Arrangements; and
 - (b) meet all mandatory technical evaluation criteria;

4.3 Security Requirements

1. Before issuance of a supply arrangement, the following conditions must be met:
 - (a) the Supplier must hold a valid organization security clearance as indicated in Part 6A Supply Arrangement;
 - (b) the Supplier's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6A - Supply Arrangement;
 - (c) the Supplier must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites
2. Suppliers are reminded to obtain the required security clearance promptly. Any delay in the issuance of a supply arrangement to allow the successful supplier to obtain the required clearance will be at the entire discretion of the Supply Arrangement Authority.
3. For additional information on security requirements, suppliers should consult the following site:
<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Arrangement

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all suppliers must provide with their arrangement, **if applicable**, the 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 the Issuance of a Supply Arrangement and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the 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 Supplier must provide the required documentation, as applicable, to be given further consideration in the procurement process.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

6.1 Arrangement

The Supply Arrangement covers the general contractor Work in accordance with the Statement of Work related to each resulting contract and the Contractor's Orientation Guide (Annex C).

6.2 Security Requirements

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

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE N° EE517-192616**

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2020 (2017-09-21) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

6.4 Term of Supply Arrangement

6.4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from the award date of the arrangement to December 31, 2024.

6.4.2 Delivery Points

The work involved in this arrangement will be carried out at the Maurice Lamontagne Institute located at 850 route de la Mer, Ste-Flavie, Quebec, in accordance with the Statement of Work related to each resulting contract and the Contractor's Orientation Guide in Annex C.

6.5 Authorities

6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Jean Rochette
Title: Supply specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 1550 D'Estimauville ave, Quebec, QC, G1J 0C7

Telephone: 418-930-3899
Facsimile: 418-648-2209
E-mail address: jean.rochette@psgc-pwgsc.gc.ca

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

6.5.2 Supplier's Representative

Name: _____
Title: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

6.6 Identified Users

The Identified User is: Public Works and Government Services Canada (PWGSC), also known as Public Services and Procurement Canada (PSPC), Quebec Region.

6.7 On-going Opportunity for Qualification

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

6.8 Priority of Documents

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions 2020 (2017-09-21), General Conditions - Supply Arrangement - Goods or Services;
- (c) Annex A, Document type: Invitation to tender, Projects estimated at \$100,000 and over;
- (d) Annex B, Worksite Health and Safety Clause;
- (e) Annex C, Contractor's Orientation Guide;
- (f) Annex D, Letter of reference;
- (g) Annex E, Security Requirements Checklist
- (h) the Supplier's arrangement dated _____ (*will filled at SA issuance*).

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Supplier in its arrangement or precedent to issuance of the Supply Arrangement (SA), and the ongoing cooperation in providing additional information are conditions of issuance of the SA and failure to comply will constitute the Supplier in default. Certifications are subject to verification by Canada during the entire period of the SA and of any resulting contract that would continue beyond the period of the SA.

6.10 Applicable Laws

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

6.11 Transition to an e-Procurement Solution (EPS)

During the period of the Supply Arrangement, Canada may transition to an EPS for more efficient processing and management of individual contracts for any or all of the SA's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Supplier with at least a three-month notice to allow for any measures necessary for the integration of the Supply Arrangement into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Supplier chooses not to provide the supply arrangement of their goods or services through the e-procurement solution, the Supply Arrangement may be set aside by Canada.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES (cont'd)

B. BID SOLICITATION

6.1 Bid Solicitation Documents

Canada will use the Invitation to tender template under Annex A. The latest version of the template will be used.

The bid solicitation will contain as a minimum the following:

- (a) security requirements;
- (b) a complete description of the Work to be performed;
- (c) R2710T General Instructions to Bidders (for requirements estimated at \$100,000 and over);

Subsection 3.a) of Section GI01, Integrity Provisions - Bid of the General Instructions R2710T for requirements estimated at \$100,000 and over is incorporated by reference above is deleted in its entirety and replaced with the following:

“at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the Ineligibility and Suspension Policy. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors.”

- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;

6.2 Bid Solicitation Process

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

6.2.2 The bid solicitation will be sent directly to Suppliers.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES (cont'd)

C. RESULTING CONTRACT CLAUSES

6.1 General

See Annex A.

ANNEX A - DOCUMENT TYPE: INVITATION TO TENDER, PROJECTS ESTIMATED AT \$100,000 AND OVER

Legend: Text in blue = to be edited/deleted by the contracting officer

INVITATION TO TENDER

Title: **Insert project title**

IMPORTANT NOTICE TO BIDDERS

PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

Prompt Payment Principles

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

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

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

THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT

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

ASPHALT CEMENT PRICE ADJUSTMENT

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

PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html>

ELEVATOR MAINTENANCE REQUIREMENT

This solicitation includes elevator(s) maintenance as part of the works. Refer to the Supplementary Conditions SC05

Note to Bidders, there will no Public Opening for the purposes of this solicitation. See SI05 for further Instructions.

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R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2019-05-30)

The following GI's are included by reference and are available at the following Web Site

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid
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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 BID DOCUMENTS

1. The following are the Bid Documents:
 - a. Invitation to Tender - Page 1;
 - b. Special Instructions to Bidders;
 - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2019-05-30)
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Drawings and Specifications;
 - f. Bid and Acceptance Form and related Appendix(s); and
 - g. Any amendment issued prior to solicitation closing.

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

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

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at e-mail address _____@tpsgc-pwgsc.gc.ca. Except for the approval of alternative materials as described in G115 of R2710T, enquiries should be received no later than **5** business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, PWGSC will examine the content of the enquiry and will decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed **ONLY** to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non-compliant.

SI03 MANDATORY/OPTIONAL SITE VISIT

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

with the name of the firm they represent, should be provided to the Contracting Authority by [date] at [time] in order to gain access to the site.

SI04 REVISION OF BID

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

SI05 BID RESULTS

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" (top left corner) for the receipt of bids shortly after the time set for solicitation closing.

OR

There will be no Public Opening for the purposes of this solicitation.

2. The responsive bid carrying the lowest price will be recommended for contract award.
3. Following solicitation closing, bid results may be obtained by [calling number \(xxx\)xxx-xxxx](#) [faxing number \(xxx\)xxx-xxxx](#) [e-mail a request to xxx@tpsgc-pwgsc.gc.ca](#)

SI06 INSUFFICIENT FUNDING

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

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid.

SI07 BID VALIDITY PERIOD

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

SI08 CONSTRUCTION DOCUMENTS

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

SI09 INDUSTRIAL SECURITY RELATED REQUIREMENTS

1. **At bid closing, the Bidder must hold a valid Security Clearance** as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.
2. The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the Work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful Bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Bidder's non-compliance with the mandatory security requirement.
3. The Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Supplementary Clauses (SC01);
4. The Bidder must provide the address of proposed location(s) of work performance or document safeguarding as indicated in Supplementary Clauses (SC01).
5. For additional information on security requirements, bidders should consult the Web site [Industrial Security Program](#)

SI10 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

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

Buy and Sell

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

Canadian economic sanctions

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Bid Bond (form PWGSC-TPSGC 504)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)

http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf

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

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

Standard Acquisition Clauses and Conditions (SACC) Manual

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Industrial Security Services

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

PWGSC, Code of Conduct and Certifications

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting

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

Declaration Form

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

Trade agreements

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

CONTRACT DOCUMENTS (CD)

1. The following are the Contract Documents:
 - a. Contract Page when signed by Canada;
 - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
 - c. Drawings and Specifications;
 - d. General Conditions and clauses

GC1 General Provisions – Construction Services	R2810D	(2017-11-28);
GC2 Administration of the Contract	R2820D	(2016-01-28);
GC3 Execution and Control of the Work	R2830D	(2019-11-28);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2016-01-28);
GC6 Delays and Changes in the Work	R2860D	(2019-05-30);
GC7 Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8 Dispute Resolution	R2880D	(2019-11-28);
GC8 Dispute Resolution	R2882D	(2019-11-28);
GC9 Contract Security	R2890D	(2018-06-21);
GC10 Insurance	R2900D	(2008-05-12);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
 - e. Supplementary Conditions
 - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

OPTION 1

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

Contractor's Site or Premises Requiring Safeguard Measures

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

OPTION 2

There is no document security requirement applicable to this Contract.

SC02 LIMITATION OF LIABILITY

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

GC1.6 Indemnification by the Contractor

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

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

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

SC03 INSURANCE TERMS

1) Insurance Contracts

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2) Period of Insurance

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after contract award, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5) Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

SC04 ASPHALT CEMENT PRICE ADJUSTMENT

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

- b. When the price index, for the month in which paving occurs, is less than 95% of the price index for the month prior to bid closing, Canada shall deduct an amount from the monthly payment to the Contractor of:

(Example based on a 5% decrease)

$$PA = (.95IB - IM) \times \text{quantity of asphalt cement in tons}$$

PA = payment adjustment for asphalt cement, in dollars

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

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

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

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

SC05 ELEVATOR MAINTENANCE REQUIREMENT

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

OR:

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

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Description:
Solicitation no:
Project no:

BA02 LEGAL NAME AND ADDRESS OF BIDDER

Legal Name: _____

Operating Name (if any): _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-mail address: _____

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

BA03 THE OFFER

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

\$ _____ excluding Applicable Taxe(s).
(amount in numbers)

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

BA04 BID VALIDITY PERIOD

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

BA05 ACCEPTANCE AND CONTRACT

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

BA06 CONSTRUCTION TIME

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

BA07 BID SECURITY

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

BA08 SIGNATURE

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

Signature

Date

APPENDIX 1 - COMBINED PRICE FORM

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

LUMP SUM

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

- (a) Work included in the Lump Sum Amount represents all work not included in the unit price table.
- (b) Reference to the specification for tender: Division 1, 2, 26 and 28.
- (c) Canada reserves the right to request from bidders a breakdown of the lump sum amount, as indicated in the items at Annex C, prior to contract award.
- (d) The Bidder must, within forty-eight (48) hours of receipt of a written notice, submit a completed Annex C. Failure to comply with this requirement may result in the bid being rejected.

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

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

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

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

TOTAL BID AMOUNT (LSA + TEA) Excluding applicable tax(s)	\$
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APPENDIX 2 - CERTIFICATE OF INSURANCE

(Not required at solicitation closing)

Travaux publics et
Services gouvernementaux
CanadaPublic Works and
Government Services
Canada**Page 1 of 2**

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
Additional Insured <i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>				

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

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

<div></div> Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	<div></div> Telephone number
<div></div> Signature	<div></div> Date D / M / Y

CERTIFICATE OF INSURANCE (cont'd)

Page 2 of 2

General

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

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

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

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

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

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

Builder's Risk / Installation Floater

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

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

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

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

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

Contractors Pollution Liability

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

Aviation Liability

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

Marine Liability

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

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

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

Other types of Insurance

To be inserted below according to specifics of project.

APPENDIX 3 - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT

(Sample)

(This report is not required at bid deposit)

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

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

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

Number of apprentices hired	Trade

APPENDIX 4 - SECURITY REQUIREMENT CHECK LIST (SRCL)

ANNEX B - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Bidders, bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. The Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. The Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications on page 2 of 2 will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

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

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

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

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

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

Voluntary Certification

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

(page 2 of 2)

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

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Number of company employees: _____

Number of apprentices planned to be working on this contract: _____

Trades of those apprentices:

ANNEX C - DESCRIPTION AND BREAKDOWN OF LUMP SUM

Item	Specification Reference	Class of Labour, Plant or Material	Total Extended Amount applicable tax(s) extra
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
TOTAL LUMP SUM AMOUNT (LSA) Excluding applicable tax(s)			\$

ANNEX D – SPECIFICATIONS FOR ELEVATING DEVICES MAINTENANCE

ANNEX B - WORKSITE HEALTH AND SAFETY CLAUSE

Every project under the Supply Arrangement (SA) must be carried out in accordance with this "Worksite Health and Safety" clause. When the worksite has specific hazards that are not covered by this clause, one or more specific clauses may be added to the specifications (for example, specific requirements for scaffolding, hot work, confined spaces). **For each project, a site-specific prevention program must be developed** and the other requirements of this clause must also be respected when applicable.

SECTION 1 - GENERAL CLAUSES

The Contractor must manage his/her activities so as to ensure that the health and safety of the public and site workers, and the protection of the environment always take precedence over cost and scheduling considerations.

1.1 Legislation and standards

- .1 Canada Labour Code, Part II, Canada Occupational Health and Safety Regulations
- .2 Canadian Standards Association (CSA)

Standards: Notwithstanding the publication date of the standards indicated in the Safety Code for the construction industry, the version in effect at the time of application must always be used.

- .3 Act respecting occupational health and safety, R.S.Q., c. S-2.1
- .4 Safety Code for the construction industry, S-2.1, r. 6

1.2 Submission of documents

- .1 The Contractor must submit the required documents in accordance with the "Documents and samples to be submitted" section.
- .2 The Contractor must submit to the Public Works and Government Services Canada (PWGSC) Representative, to the Commission de la santé et de la sécurité du travail (CSST) and to the Association paritaire pour la santé et la sécurité du secteur de la construction (ASP Construction) the site-specific accident prevention program, as described in section 1.7, at least 10 business days prior to the start of work. The Contractor must subsequently update the prevention program if the work proceeds differently from what was originally planned. The Departmental Representative may, after receiving the Contractor's program and at any time during the performance of the work, require that the program be modified or expanded to better reflect the actual situation at the worksite. The Contractor must then make the necessary changes prior to the start of work.
- .3 The Contractor must submit to the Departmental Representative the site inspection checklist duly completed at the intervals specified in section 1.7.
- .4 The Contractor must submit to the Departmental Representative, within 24 business hours, a copy of any inspection report, correction notice or recommendation issued by federal or provincial inspectors.
- .5 The Contractor must submit to the Departmental Representative, within 24 business hours, an investigation report for any accident involving injury or any incident exposing a potential hazard.

- .6 The Contractor must submit to the Departmental Representative all material safety data sheets for hazardous materials to be used on the worksite at least three business days before they are to be used.
- .7 The Contractor must submit to the Departmental Representative copies of the training certificates required to implement the accident prevention program, namely:
- General occupational health and safety course for construction sites;
 - Safety officer certification;
 - Workplace first aid and cardiopulmonary resuscitation;
 - Work likely to produce asbestos dust;
 - Work in confined spaces;
 - Padlocking procedure;
 - Wearing and adjustment of personal protective equipment; and
 - Any other training prescribed in applicable regulations or under the prevention program.

.8 Medical examinations

Where a medical examination is required under a statute, regulations, a directive, specifications or an accident prevention program, the Contractor must

- Prior to the start of work, submit to the Departmental Representative proof of medical examination for its supervisory staff and any employees who will be on the worksite at the start of the work; and
- Thereafter, submit without delay and as needed proof of medical examination for every newcomer to the worksite who is subject to the first paragraph of this clause.

.9 Emergency plan

The emergency plan, as described in section 1.7.3, must be submitted to the Departmental representative at the same time as the accident prevention program.

.10 Notice of site opening

The notice of site opening must be submitted to the Commission de la santé et de la sécurité du travail (CSST) prior to the start of work, with a copy submitted to the Departmental Representative. A copy of the notice must also be posted in full view at the site. When the work is completed, a notice of site closing must be submitted to the CSST, with a copy to the Departmental Representative.

11. Plans and certificates of compliance

The Contractor must submit to the CSST and to the Departmental Representative a copy, signed and sealed by an engineer, of all plans and certificates of compliance required under the *Safety Code for the construction industry* (S-2.1, r. 6) or under any other legislation, regulations or clause in the specifications or contract. Copies of these documents must be available at the site at all times.

.12 Certificate of compliance issued by the CSST

The certificate of compliance is a document issued by the CSST confirming that the Contractor is in good standing with the CSST, that is, that the Contractor has paid the CSST all amounts owed relating to a given contract. This certificate must be submitted to the Departmental Representative upon completion of the work.

1.3 Identification of hazards, work methods, equipment and facilities

- .1 The Contractor must identify all hazards inherent in each task carried out at the site.
- .2 The Contractor must plan and organize work so as to eliminate hazards at source and promote mutual protection, thereby minimizing reliance on personal protective equipment. Where personal fall protection is needed, workers must use safety harnesses that meet CSA standard-Z-259.10-M90. Safety belts must not be used for fall protection purposes.
- .3 Equipment, tools and protective devices that cannot be installed or used without compromising the health and safety of workers or the public must be deemed inadequate for the work to be performed.
- .4 All mechanical equipment must be inspected prior to delivery to the site. Before using any mechanical equipment, the Contractor must submit to the Departmental Representative a certificate of compliance signed by a qualified mechanic.

If the Departmental Representative suspects there is a defect or accident risk, he/she may, at any time, order the immediate shutdown of the equipment and require a re-inspection by an expert of his/her choosing.

1.4 Occupational health and safety meetings

- .1 A representative of the Contractor with decision-making authority must attend all meetings at which occupational health and safety is being discussed.
- .2 The Contractor must set up a site committee and hold meetings in compliance with the requirements of the *Safety Code for the construction industry*.

1.5 Statutory and regulatory requirements

- .1 The Contractor must comply with all legislation, regulations and standards applicable to the performance of the work.
- .2 The Contractor must comply with prescribed standards and regulations to ensure safe operations at sites contaminated by hazardous or toxic materials.
- .3 Notwithstanding the publication date of the standards indicated in the *Safety Code for the construction industry*, the version in effect at the time of application must always be used.

1.6 Site-specific conditions

The Contractor must take into consideration the following characteristics of the building when developing the site-specific prevention program:

1. Presence of asbestos, particularly in the mechanical insulation of some pipes;
2. Presence of confined spaces; these spaces are identified by warning signs. If necessary, consult the building representatives to obtain information regarding the specific hazards associated with each confined space;
3. Presence of laboratories; consult the building representatives to obtain information regarding specific hazards;
4. Presence of high spaces inside the building; and
5. Work on the wharf, work around water.

1.7 Occupational health and safety management

- .1 The Contractor must acknowledge and assume all tasks and obligations normally assigned to the Principal Contractor under the *Act respecting occupational health and safety* (R.S.Q., c. S-2.1) and the *Safety Code for the construction industry* (S-2.1, r. 6).
- .2 The Contractor must develop a site-specific accident prevention program based on the hazards identified and implement this program from the start of the project until the final stage of demobilization. The accident prevention program must take into account the information in section 1.6 and must be submitted to all parties concerned, in accordance with the provisions set out in section 1.2.

At a minimum, the accident prevention program must include the following:

1. Company occupational health and safety policy;
 2. Description of the work, total cost of the work, schedule and projected staff curve;
 3. Organization chart showing occupational health and safety responsibilities;
 4. Physical and material layout of the site;
 5. Emergency response and first-aid standards;
 6. Identification of site-specific hazards;
 7. Identification of hazards related to the tasks to be performed, including accident prevention measures and the procedures for implementing them;
 8. Training requirements;
 9. Accident/injury procedure;
 10. A written undertaking from all parties to comply with the prevention program; and
 11. A site inspection checklist based on the prevention measures.
- .3 Emergency plan

The Contractor must draw up an effective emergency plan that takes into account the characteristics and constraints of the site and surrounding area. The emergency plan must be submitted to all parties, in accordance with section 1.2.

The emergency plan must include the following:

- Evacuation procedure;
- Names of resources (police, fire department, ambulance, etc.);
- Names of emergency response officers at the site;
- Names of first-aiders;
- Training requirements for those responsible for implementing the plan; and
- Any other information that may be needed in light of the site.

1.8 Responsibilities

- .1 Regardless of the size of the worksite or how many workers are present, the Contractor must designate one individual as the supervisor and person responsible for occupational health and safety. The Contractor must take all necessary measures to ensure the health and safety of persons and the security of property on and in the immediate vicinity of the worksite and likely to be affected by the work.
- .2 The Contractor must take all necessary measures to enforce and ensure compliance with the health and safety requirements set out in the contract documents, applicable federal and provincial regulations and applicable standards as well as the site-specific prevention program, and must comply promptly with any order or correction notice issued by the Commission de la santé et de la sécurité du travail.

- .3 The Contractor must take all necessary measures to keep the worksite clean and orderly throughout the course of the work.

1.9 Communications and signage

- .1 Take such measures as are needed to ensure effective communication of information concerning occupational health and safety.

As soon as workers arrive on the worksite, they must be informed of the details of the prevention program and their obligations and rights. The Contractor must insist on the right of employees to refuse to perform a task if they believe the work may compromise their own health, safety or physical integrity, or that of other persons at the worksite. The Contractor must keep a written record of all information communicated to workers and obtain the signature of every worker who receives the information.

- .2 The following information and documents must be posted in a location readily accessible to all workers:
1. Notice of site opening;
 2. Name of the Principal Contractor;
 3. Company policy on occupational health and safety;
 4. Site-specific prevention program;
 5. Emergency plan;
 6. Safety data sheets for all hazardous materials used on the worksite;
 7. Minutes of worksite committee meetings;
 8. Names of the worksite committee members;
 9. Names of the first-aiders; and
 10. Action and correction reports issued by the CSST.

1.10 Unforeseen hazards

Where a potential hazard that was not mentioned in the specifications and could not be identified during the preliminary site inspection arises in the course of or as a result of the work, the Contractor must immediately suspend work, take appropriate temporary measures to protect the workers and the public, and notify the Departmental Representative, both verbally and in writing. The Contractor must then make the necessary changes to the prevention program to resume work under safe conditions.

1.11 Worksite inspection and measures to remedy hazardous situations

- .1 The Contractor must inspect work areas and complete the site inspection checklist at the intervals specified in each call-up.
- .2 The Contractor must immediately take all necessary measures to correct any lapses from legislative or regulatory requirements and any hazardous situations identified by a government inspector, by the Departmental Representative or by the Occupational Health and Safety Coordinator or during regular inspections.
- .3 The Contractor must submit to the Departmental Representative written confirmation of all measures taken to correct lapses and hazardous situations.
- .4 Work stoppage

The Contractor must give the safety officer or, when there is no safety officer, the person assigned to health and safety responsibilities, full authority to order work stopped and resumed as and when deemed necessary or desirable for health and safety reasons. The person designated to be responsible for health and safety must ensure that the health and safety of the public and site workers, and environmental protection always take precedence over cost and scheduling considerations.

Without limiting the scope of sections 1.7 and 1.8, the Departmental Representative or any person designated by PWGSC to manage or supervise the project may, at any time, order work to be stopped if, in his/her opinion, there is a hazard or threat to the health and safety of site personnel, the public or the environment.

1.12 Blasting

- .1 Blasting or any other use of explosives is not permitted without prior written authorization from the Departmental Representative.
- .2 Any operation involving explosives must be carried out under the immediate supervision of a qualified blaster.
- .3 The purchase, transport, storage and use of explosives must comply with all applicable federal and provincial legislation:

Canada: *Explosives Act* (E-22), *Explosives Regulations* (C.R.C. c. 599), *Magazine Standards for Blasting Explosives and Detonators*, *Transportation of Dangerous Goods Act* and *Transportation of Dangerous Goods Regulations*.

Quebec: *Act respecting Explosives* (E-22), *Regulation under the Act respecting Explosives* (E-22, r.1), *Safety Code for the construction industry* (S-2.1, r.6), and *Transportation of Dangerous Substances Regulation*.

- .4 The Contractor must obtain all permits required pursuant to the legislation and regulations referred to above, and must keep a copy on hand at the site.
- .5 The Contractor must facilitate inspection of the site, stored explosives and the vehicles used to transport explosives by any government representatives and police officers whose jurisdiction encompasses explosives.

1.13 Explosive-actuated tools and other cartridge devices

- .1 The use of explosive-actuated tools and other cartridge devices must be authorized by the Departmental Representative.
- .2 Any person using an explosive-actuated tool must have a training certificate and must meet all the requirements of section 7 of Quebec's *Safety Code for the construction industry* (S-2.1, r. 6).
- .3 Cartridge devices must be used in accordance with the manufacturer's specification and applicable standards and regulations.

ANNEX C - EXECUTION OF WORK AND ORIENTATION GUIDE FOR CONTRACTORS

INTRODUCTION

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

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

Service must not be interrupted without prior authorization

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

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

RULES AND PROCEDURES FOR BUILDING ACCESS

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

GENERAL INFORMATION

Building access

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

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

Security and identification

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

Hours of work

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

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

Garage access

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

Loading dock and deliveries

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

Elevator

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

Health and safety

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

Work in confined spaces

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

Fire evacuation plan

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

Medical or fire emergencies

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

Manual fire alarms (pull stations)

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

Fire extinguishers and hoses

Fire extinguishing stations are located on designated columns.

Heat and smoke detectors

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

Welding and cutting

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

Bypassing fire alarms

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

Fire sprinkler system

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

Water damage and mechanical breakage

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

Explosive-actuated tools

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

Known risks

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

Roof access

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

Signage

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

WHMIS – Safety data sheets

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

Tools

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

Noisy work

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

Electrical panel

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

Storing of materials

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

Padlocking

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

Work area cleanliness

The Contractor is responsible for the cleanliness of the work area during and after work, and for the removal of debris and waste materials. The building maintenance department is not responsible for cleaning work areas after work. If the services of maintenance staff are required, the Contractor will be charged.

Tobacco use

Smoking in the buildings is prohibited.

Protocol

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

Parking

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

Washrooms

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

Statutory holidays

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

Cameras

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

ANNEX D - LETTER OF REFERENCE

Message to the contractor:

The project that is presented by the bidder must comply with the following requirements:

1. Project executed for a public, parapublic, institutional, commercial or industrial domain client;
2. Project whose initial value was at least \$300,000 per building (taxes included);
3. Project must have been made for the purpose of constructing, improving, renovating or expanding a building of any kind;
4. Project undertaken after January 1st, 2012 and completed before the signature of the letter of reference.

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

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

Summary of work done on project:

Client Representative Name

Title

Signature

Client Name

Telephone

Date

Initial Contract value (including taxes)

Final Contract value (including taxes)

Original expected Contract Start date

Original expected Contract Completion date

Actual Contract Completion date

PWGSC RESERVES THE RIGHT TO VERIFY REFERENCES

ANNEX E - SECURITY REQUIREMENTS CHECK LIST (SRCL)