



**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

**INVITATION TO TENDER**

**APPEL D'OFFRES**

**Tender 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.

**Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Construction Services Division/Division des services  
de construction  
140 O'Connor Street  
140, rue O'Connor  
Ontario  
Ottawa  
K1A 0S5

|   |  |
|---|--|
| <b>Title - Sujet</b> Construction LAC Nitrate   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>EP076-210983/A  | <b>Date</b><br>2021-05-25  |
| <b>Client Reference No. - N° de référence du client</b><br>20210983   | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$\$FG-376-80053 |
| <b>File No. - N° de dossier</b><br>fg376.EP076-210983   | <b>CCC No./N° CCC - FMS No./N° VME</b>                           |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT<br><b>on - le 2021-06-10</b> Heure Avancée de l'Est HAE        |  |
| <b>F.O.B. - F.A.B.</b><br><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><br>Gipp, Genevieve  | <b>Buyer Id - Id de l'acheteur</b><br>fg376                      |
| <b>Telephone No. - N° de téléphone</b><br>(613) 296-2607 ( )  | <b>FAX No. - N° de FAX</b><br>( ) -                              |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br><br>Specified Herein<br>Précisé dans les présentes |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**INVITATION TO TENDER**  
LAC Nitrate Film Preservation Facility HVAC Remediation  
3701 Carling Avenue, Ottawa, ON, K1A 0Z4

**IMPORTANT NOTICE TO BIDDERS**

SI07 Late submissions has been added

SI13 Rights of Canada has been added

GI08 of R2710T has changed, see SI05 Bid Security Requirements.

**GI09 of R2710T** has changed, see SI06 Submission of Bid

GC9.2.2 of R2890D has changed, see SC06 Types and Amounts of Contract Security

**TWO-ENVELOPE BID**

This Bid shall be submitted following a “two-envelope” procedure. Refer to SI06 of the Special Instructions to Bidders.

**PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY**

**Prompt Payment Principles**

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

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

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

**THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT**

For further instructions please consult “Special Instruction to Bidders”, SI15 “Industrial Security Related Requirements” and “Supplementary Conditions” SC01 “Industrial Security Related Requirements, Document Safeguarding Location”.

**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>

**LISTING OF SUBCONTRACTORS AND SUPPLIERS**

Take note that R2710T, GI07 “Listing of Subcontractors and Suppliers” has been amended. See SI16 of the Special Instructions. **Failure to do so will result in the disqualification of its bid.**

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EP076-210983

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
FG376

Client Ref. No. - N° de réf. du client  
R.067978.001

File No. - N° du dossier  
FG376-EP076-210983/A

CCC No./N° CCC - FMS No./N° VME

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## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) intends to retain a Contractor to provide construction services for the project as set out in this Invitation to tender (ITT).
2. Bidders responding to this ITT are requested to submit a full and complete quotation refer to SI06 'Submission of Bid'.

### SI02 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 (2020-05-28)
  - 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>

### SI03 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 or at e-mail address Genevieve.Gipp@tpsgc-pwgsc.gc.ca as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T, **enquiries should be received no later than five 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, the Contracting Authority will examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period 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.

### SI04 MANDATORY SITE VISIT

1. There will be a site visit on June 1, 2021, at 9:00 am. Interested bidders are to meet at 3701 Carling Avenue, Ottawa, ON, K1A 0Z4 after requesting and receiving an appointment time from the Contract Authority.
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 attended the site visit but not signed the attendance sheet will be rejected.**

3. During the site visit, all persons must wear a non-medical face covering at all times, both indoors and outdoors, and should maintain a minimum physical distance of two metres from others whenever possible.
4. Due to the current situation (COVID-19), each bidder is allowed a maximum of one representative at the site visit. Interested bidders should submit the names of each individual attending the site visit, their date of birth, along with their title, email address, phone number, and the name of the firm they represent, must be provided to the Contract Authority [genevieve.gipp@tpsgc-pwgsc.gc.ca](mailto:genevieve.gipp@tpsgc-pwgsc.gc.ca). This information must be provided a minimum of 96 hours before the scheduled site visit date in order to be provided an appointment. The contracting officer will advise the attendees of their assigned time slot within 72 hours before the scheduled site visit.
5. Photography – Photos will be permitted of the interior of the building, but are prohibited outside of the building.
6. Safety Attire – In order to be guaranteed access to the site 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.
7. Security pre-screening: All the individuals attending the site visit must hold a security clearance of Reliability. The names of each individual attending the site visit, their date of birth, along with their title, email address, phone number, and the name of the firm they represent, must be provided to the Contracting Authority by May 28, 2021 at 4:00 pm in order to gain access to the site.
8. COVID-19 Screening Questionnaire: All the individuals attending the site visit must provide to Canada a completed and signed copy of Annex D - Screening Questionnaire. If the individual's answer to any of the screening questions is "yes", the individual will not be permitted to participate in the site visit.

## SI05 BID SECURITY REQUIREMENTS

R2710T - General Instructions - Construction Services - Bid Security Requirements is modified as follow:

Delete GI08.2 and replace with the following:

2. A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.
  - 2.1 A bid bond may be submitted in an electronic format (Electronic Bonding (E-Bond)) if it meets the following criteria:
    - a. The version submitted by the Bidder must be an electronic encrypted file with embedded digital certificate verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
    - b. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
    - c. The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.
    - d. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 2.1.a.
    - e. Submitting copies (**non-original or non-verifiable**) of signed and sealed bid bond are not acceptable. Failure to submit an original or verifiable bond will render the bid non-compliant. Non-compliant bids will be given no further consideration. A scanned copy of a bond does not constitute a digital bond.
  - 2.2 Bonds failing the verification process will NOT be considered to be valid.
  - 2.3 Bonds passing the verification process will be treated as original and authentic.

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**SI06 SUBMISSION OF BID**

Section GI09 of R2710T is replaced by the following:

1. Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder.
2. It is the Bidder's responsibility to:
  - a. submit a bid, duly completed, in the format requested, on or before the solicitation closing date and time set;
  - b. In the case of submission by epost Connect, see instructions below.
  - c. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a bid;
  - d. ensure that the Bidder's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the submission containing the Bid; and
  - e. provide a comprehensive and sufficiently detailed bid that will permit a complete evaluation in accordance with the criteria set out in this RFP.
  - f. send bid only to the Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified below, by the date and time indicated on page 1 of the bid solicitation, either by delivering a hard copy or electronic ePost Connect submission as follows:
    - i. **HARD COPY Bid Submission**  
In the case of submission of a hard copy bid, send bid only to:  
Bid Receiving – PWGSC  
11 Laurier St.  
Place du Portage, Phase III  
Core 0B2  
Gatineau, Québec, K1A 0S5
    - ii. **ELECTRONIC Bid Submission by epost Connect service**
      - a. Unless specified otherwise in the solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
      - b. The only acceptable email address to use with epost Connect for responses to solicitation issued by PWGSC is:  
  
[tpsgc.dgareceptiondessomissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessomissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca)  
  
**Note:** Bids emailed directly to this email address will be rejected and deemed non-compliant. This email address is to be used to open an epost Connect conversation, as detailed in c., or to send proposals through an epost Connect message if the Bidder is using its own licensing agreement for epost Connect.

Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.

- e. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least thirty (30) business days after the solicitation closing date and time.
- f. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- g. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- h. For bids 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 bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;
  - vii. security of bid data; or,
  - viii. inability to create an electronic conversation through the epost Connect service.
- i. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the Bidder using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- j. Bidders 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.
- k. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder.

3. The technical and price components of the bid must be submitted in separate sections as follows:

- a. The bid should be submitted following a "two-section" procedure of which is to include a technical and financial bid.
- b. The Technical Bid, and any associated document(s), should be provided in a separate section with the following information clearly provided:
  - Section One - Technical Bid;
  - Solicitation Number; and
  - Name of Bidder.
- c. The Bid and Acceptance Form (BA), Bid Security and associated document(s), the Financial Bid, should be provided in a separate section with the following information clearly provided:
  - Section Two - Financial Bid;
  - Solicitation Number; and
  - Name of Bidder.

4. Timely and correct delivery of bids to the office designated for receipt of bids is the sole responsibility of the Bidder. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.

5. Bids and supporting information may be submitted in either English or French.

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6. Unless otherwise specified in the Special Instructions to Bidders:
    - a. the bid shall be in Canadian currency; and
    - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

## SI07 LATE SUBMISSIONS

1. PWGSC will return or delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in SI07.2. For late bids submitted using means other than the Canada Post Corporation's epost Connect service, the physical bid will be returned. For bids submitted electronically, the late bid will be deleted. As an example, bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late bid, will be deleted. Records will be kept documenting the transaction history of all late bids submitted using epost Connect.
2. A bid delivered to the specified bid receiving unit after the solicitation closing date and time but before the contract award date may be considered, provided the Bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed bids.
  - a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
    - i. a CPC cancellation date stamp;
    - ii. a CPC Priority Courier bill of lading;
    - iii. a CPC Xpresspost label;that clearly indicates that the bid was sent the day before the solicitation closing date.
  - b. The only pieces of evidence relating to a delay in the epost Connect service provided by CPC system that are acceptable to PWGSC is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the bid was sent before the solicitation closing date and time.
3. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by PWGSC.
4. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

## SI08 REVISION OF BID

A bid may be revised by letter, epost Connect or facsimile in accordance with G110 of R2710T. The facsimile number for receipt of revisions is 819-997-9776.

## SI09 OVERVIEW OF OPENING OF BIDS / BID SELECTION AND EVALUATION PROCEDURES

The following is an overview of the opening of the bids and the selection and evaluation procedures.

### A. BID

1. Bidders submit the "technical" component of their proposal in one section and the proposed price of the services (price proposal) in a second section in accordance with the instructions contained in the proposal documents.
2. The information that Bidders are required to provide is set out in detail elsewhere in the RFP.

### B. Bid Opening, Selection and Evaluation Procedure:

1. There will be no Public opening.

2. Bid Opening, Selection and Evaluation Procedure;

- a. Section One "Qualifications" will be reviewed prior to the price component of the Financial Bid. Section one will be reviewed to evaluate the submittal requirements. Requirements will be evaluated on a Pass or Fail basis / points rated basis. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. Section Two will not be considered.
- b. Section Two - "Financial Bid": The Financial Bid will be a two part submission. The bid security component of the Financial Bid will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.

3. The responsive bid carrying the lowest price will be recommended for contract award.

**SI10 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.

**SI11 DEBRIEFINGS**

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days of receipt of the results of the bid solicitation process.

**SI12 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 shall 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.

**SI13 RIGHTS OF CANADA**

1. Canada reserves the right to:
  - a. Reject any or all bids received in response to the bid solicitation;
  - b. Enter into negotiations with bidders on any or all aspects of their bids;
  - c. Accept any bid in whole or in part without negotiations;
  - d. Cancel the bid solicitation at any time;
  - e. Reissue the bid solicitation;

- f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
- g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

#### **SI14 CONSTRUCTION DOCUMENTS**

The successful Contractor will be provided 2 **electronic copies** of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies will be provided free of charge upon request by the Contractor. Obtaining more copies will be the responsibility of the Contractor including costs.

#### **SI15 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. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" on the Standard Procurement Documents Web site [Industrial Security Program](#)

#### **SI16 LISTING OF SUBCONTRACTORS AND SUPPLIERS**

R2710T, GI07 has been amended to the following.

##### **GI07 (2015-02-25) Listing of Subcontractors and Suppliers**

The Bidder must submit the names of Subcontractors and Suppliers for the part or parts of the Work listed. See APPENDIX 3. **Failure to do so will result in the disqualification of its bid.**

#### **SI17 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&section=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](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

<http://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>

**R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2020-05-28)**

The following sections of clause R2710T are set out in Web site;

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/22>

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

## CONTRACT DOCUMENTS (CD)

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                             | 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 | (2019-11-28); |
| GC6 Delays and Changes in the Work                 | R2860D | (2019-05-20); |
| 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. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and acceptance of the bid; and
  - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
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, DOCUMENTS SAFEGUARDING**

#### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. EP076-210983**

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 Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, 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 A;
  - b. Industrial Security Manual (Latest Edition).

### **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 TYPES AND AMOUNTS OF CONTRACT SECURITY REMOVE AND REPLACE GC9.2.2 with the following**

A performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, Acceptable Bonding Companies) that is approved by Canada. They can be in the form of Signed and Sealed paper version OR electronic digital version.

Electronic digital versions must meet the following;

1. A performance bond and a labour and material payment bond may be submitted in an electronic or digital format if it meets the following criteria:

- 1.1. The versions submitted by the Contractor must be verifiable by Canada with respect to the totality and wholeness of the bonds form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
  - 1.2. The versions submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file. Allowable formats include pdf.
  - 1.3. The verification may be conducted by Canada immediately or at any time during the life of the bonds and at the discretion of Canada with no requirement for passwords or fees.
  - 1.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 1.1.
2. Bonds failing the verification process will NOT be considered to be valid.

## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

LAC Nitrate Film Preservation Facility HVAC Remediation 3701 Carling Avenue, Ottawa, ON, K1A 0Z4

### 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 tax(es).  
(amount in numbers)

### BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of 30 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 38 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 - R2710T - General Instructions - Construction Services - Bid Security Requirements.

### BA08 SIGNATURE

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

Signature

Date



## APPENDIX 2 - LISTING OF SUBCONTRACTORS AND SUPPLIERS

The Bidder must submit the list of Subcontractors and Suppliers for any division of the Work as listed in the table below. If "own forces" of the General Contractor are planned to be used to execute certain division(s) of work it must also be indicated in the table below.

|   | Subcontractors and Suppliers | Division                      |
|---|------------------------------|-------------------------------|
| 1 |                              | Division 23 HVAC              |
| 2 |                              | Division 25 Automation<br>BAS |
| 3 |                              | Division 26 Electrical        |
| 4 |                              |                               |

### APPENDIX 3 - 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](http://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 on page 2 of 2.

If you accept fill out and sign page 2 of 2

*\* The journeyman-apprentice ratio is defined as the number of qualified/certified journeymen 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:

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |

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## APPENDIX 4 - QUALIFICATION FORM

## APPENDIX 4 - QUALIFICATION FORM

### Definitions:

**Bidder:** means the person or entity (or in case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontracts.

**Client:** means the Project Owner, or representative, of the funding department or organization who was directly involved in contracting the construction activities of the referenced completed project.

**Completed (Completion):** means a project where all the terms and conditions of the contract were met and where a final certificate of completion has been issued or a final invoice paid and where the date on the certificate or payment instrument indicates the date of completion.

**Occupied:** means a full operational building with standard staff, clients and visitors present during regular working hours.

TABLE 1- MANDATORY EVALUATION CRITERIA

| Item   | Mandatory Criteria  | Bidder Substantiation in detail | Met or Not [PWGSC use] |
|--------|---|---------------------------------|------------------------|
| M1     | The Bidder must identify 1 example of a HVAC project that required a high level of temperature and humidity control, within a preservation facility (e.g. archive, library) that remained operational during construction, which they completed within the past 7 years, and with a minimum dollar value of HVAC works of \$200,000.00.                 |                                 |                        |
| M1.1.1 | The Bidder must provide the name of the client for the project.   |                                 |                        |
| M1.1.2 | The Bidder must provide the construction cost for the project as a whole, as well as the construction cost of the HVAC works.   |                                 |                        |
| M1.1.3 | The Bidder must provide the date of project Completion.<br><b>Completed (Completion):</b> means a project where all the terms and conditions of the contract were met and where a final certificate of completion has been issued or a final invoice paid and where the date on the certificate or payment instrument indicates the date of completion. |                                 |                        |
| M1.1.4 | The Bidder must provide a description of the HVAC project that required a high level of temperature and humidity control, within a preservation facility (e.g. archive, library) that remained operational during construction.   |                                 |                        |

|      |   |  |
|------|---|--|
| M2   | <p>The Bidder must identify 1 example of a project that they completed as the General Contractor within the past 7 years with a minimum dollar value of \$1,000,000.00, that involved working on one of the following project types: scientific infrastructure; commercial, industrial, institutional facilities (e.g. academic, medical, etc.); high security (e.g. government facility with security considerations, project with security clearances, etc.).</p> |  |
| M2.1 | <p>The Bidder must provide the name of the client for the project.</p>  |  |
| M2.2 | <p>The Bidder must provide the construction cost for the project.</p>   |  |
| M2.3 | <p>The Bidder must provide the date of project Completion.</p> <p><b>Completed (Completion):</b> means a project where all the terms and conditions of the contract were met and where a final certificate of completion has been issued or a final invoice paid and where the date on the certificate or payment instrument indicates the date of completion.</p>  |  |
| M2.4 | <p>The Bidder must provide a description of the project which included:</p> <p>Scientific infrastructure; commercial, industrial, institutional facilities (e.g. academic, medical, etc.); high security (e.g. government facility with security considerations, project with security clearances, etc.).</p>   |  |

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## **ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL)**



**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 /<br>Ministère ou organisme gouvernemental d'origine | LAC   | 2. Branch or Directorate / Direction générale ou Direction<br>Real Property |
| 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  
Provision of construction workmanship to replace and repair on existing HVAC system at Library and Archives Canada (LAC) Nitrate Facility located at 3701 Carling Avenue, Ottawa, ON, K1A 0Z4.

|   |   |  |
|---|---|--|
| 5. a) Will the supplier require access to Controlled Goods?<br>Le fournisseur aura-t-il accès à des marchandises contrôlées?  | <input checked="" type="checkbox"/> No<br>Non | <input type="checkbox"/> Yes<br>Oui            |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?<br>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<br>Non | <input type="checkbox"/> Yes<br>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?<br>Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?<br>(Specify the level of access using the chart in Question 7. c)<br>(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)                                | <input checked="" type="checkbox"/> No<br>Non | <input type="checkbox"/> Yes<br>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.<br>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<br>Non            | <input checked="" type="checkbox"/> Yes<br>Oui |
| 6. c) Is this a commercial courier or delivery requirement with <b>no</b> overnight storage?<br>S'agit-il d'un contrat de messagerie ou de livraison commerciale <b>sans</b> entreposage de nuit?   | <input checked="" type="checkbox"/> No<br>Non | <input type="checkbox"/> Yes<br>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 checked="" type="checkbox"/> | NATO / OTAN <input type="checkbox"/> | Foreign / Étranger <input type="checkbox"/> |
|--|--------------------------------------|---|

7. b) Release restrictions / Restrictions relatives à la diffusion

|   |   |   |
|---|---|---|
| No release restrictions<br>Aucune restriction relative à la diffusion <input type="checkbox"/>        | All NATO countries<br>Tous les pays de l'OTAN <input type="checkbox"/>                                | No release restrictions<br>Aucune restriction relative à la diffusion <input type="checkbox"/>        |
| Not releasable<br>À ne pas diffuser <input type="checkbox"/>  |   |   |
| Restricted to: / Limité à :<br>Specify country(ies): / Préciser le(s) pays : <input type="checkbox"/> | Restricted to: / Limité à :<br>Specify country(ies): / Préciser le(s) pays : <input type="checkbox"/> | Restricted to: / Limité à :<br>Specify country(ies): / Préciser le(s) pays : <input type="checkbox"/> |

7. c) Level of information / Niveau d'information

|  |   |  |
|--|---|--|
| PROTECTED A<br>PROTÉGÉ A <input type="checkbox"/>                    | NATO UNCLASSIFIED<br>NATO NON CLASSIFIÉ <input type="checkbox"/>      | PROTECTED A<br>PROTÉGÉ A <input type="checkbox"/>                    |
| PROTECTED B<br>PROTÉGÉ B <input type="checkbox"/>                    | NATO RESTRICTED<br>NATO DIFFUSION RESTREINTE <input type="checkbox"/> | PROTECTED B<br>PROTÉGÉ B <input type="checkbox"/>                    |
| PROTECTED C<br>PROTÉGÉ C <input type="checkbox"/>                    | NATO CONFIDENTIAL<br>NATO CONFIDENTIEL <input type="checkbox"/>       | PROTECTED C<br>PROTÉGÉ C <input type="checkbox"/>                    |
| CONFIDENTIAL<br>CONFIDENTIEL <input type="checkbox"/>                | NATO SECRET<br>NATO SECRET <input type="checkbox"/>                   | CONFIDENTIAL<br>CONFIDENTIEL <input type="checkbox"/>                |
| SECRET<br>SECRET <input type="checkbox"/>                            | COSMIC TOP SECRET<br>COSMIC TRÈS SECRET <input type="checkbox"/>      | SECRET<br>SECRET <input type="checkbox"/>                            |
| TOP SECRET<br>TRÈS SECRET <input type="checkbox"/>                   |   | TOP SECRET<br>TRÈS SECRET <input type="checkbox"/>                   |
| TOP SECRET (SIGINT)<br>TRÈS SECRET (SIGINT) <input type="checkbox"/> |   | TOP SECRET (SIGINT)<br>TRÈS SECRET (SIGINT) <input type="checkbox"/> |



**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 / Non  Yes / 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 / Non  Yes / 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 EMBLEMES                  |   |   |  |

Special comments:  
Commentaires spéciaux : lf access is required into the vaults, client will escort.

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



**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<br>Catégorie                          | PROTECTED<br>PROTÉGÉ     |                          |                          | CLASSIFIED<br>CLASSIFIÉ      |                          |                                 | NATO  |  |                          |   | COMSEC                   |                          |                          |                              |                          |                                 |
|--|--------------------------|--------------------------|--------------------------|------------------------------|--------------------------|---------------------------------|---|--|--------------------------|---|--------------------------|--------------------------|--------------------------|------------------------------|--------------------------|---------------------------------|
|  | A                        | B                        | C                        | CONFIDENTIAL<br>CONFIDENTIEL | SECRET                   | TOP<br>SECRET<br>TRÈS<br>SECRET | NATO<br>RESTRICTED<br>NATO<br>DIFFUSION<br>RESTREINTE | NATO<br>CONFIDENTIAL<br>NATO<br>CONFIDENTIEL | NATO<br>SECRET           | COSMIC<br>TOP<br>SECRET<br>COSMIC<br>TRÈS<br>SECRET | PROTECTED<br>PROTÉGÉ     |                          |                          | CONFIDENTIAL<br>CONFIDENTIEL | SECRET                   | TOP<br>SECRET<br>TRÈS<br>SECRET |
|  |                          |                          |                          |                              |                          |                                 |   |  |                          |   | A                        | B                        | C                        |                              |                          |                                 |
| Information / Assets<br>Renseignements / Biens | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>        | <input type="checkbox"/>                              | <input type="checkbox"/>                     | <input type="checkbox"/> | <input type="checkbox"/>                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>        |
| Production                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>        | <input type="checkbox"/>                              | <input type="checkbox"/>                     | <input type="checkbox"/> | <input type="checkbox"/>                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>        |
| IT Media /<br>Support TI                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>        | <input type="checkbox"/>                              | <input type="checkbox"/>                     | <input type="checkbox"/> | <input type="checkbox"/>                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>        |
| IT Link /<br>Lien électronique                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>        | <input type="checkbox"/>                              | <input type="checkbox"/>                     | <input type="checkbox"/> | <input type="checkbox"/>                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>        |

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No  Yes  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  Non  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?  No  Yes  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  Non  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).**

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

**CERTIFICATE OF INSURANCE**  
**Page 1 of 2**



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

|                                  |              |
|----------------------------------|--------------|
| Description and Location of Work | Contract No. |
|                                  | Project No.  |

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

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

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

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

#### 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 day 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.



## ANNEX D – SCREENING QUESTIONNAIRE

### Screening questionnaire for bidders visiting locations

Please clearly indicate responses to the questions below. Have you:

Travelled outside of Canada within the last 14 days?

- Yes
- No

Been exposed to someone who has a fever, cough or shortness of breath that has travelled outside of Canada in the last 14 days?

- Yes
- No

Had close contact with a confirmed or inconclusive COVID-19 case?

- Yes
- No

Been exposed to biological materials known to contact COVID-19?

- Yes
- No

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

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_