



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Voir dans le document/
See herein

NA

Québec

NA

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

TPSGC-PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Title - Sujet Inspection fall prot. sys. Inspection of the fall protection systems	
Solicitation No. - N° de l'invitation EE517-220174/A	Date 2021-07-22
Client Reference No. - N° de référence du client R.001991.001	GETS Ref. No. - N° de réf. de SEAG PW-\$QCM-017-18198
File No. - N° de dossier QCM-1-44019 (017)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-08-18 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Cloutier, Annabelle	Buyer Id - Id de l'acheteur qcm017
Telephone No. - N° de téléphone (418) 654-6227 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA Voir les détails de poste Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

ROOF INSPECTION OF SLOPING FALL PROTECTION SYSTEMS, HORIZONTAL LIFELINES, CHIMNEY LIFELINES AND POSITIONING ANCHORAGE SYSTEMS

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program of Public Works and Government Services Canada](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Debriefings

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

1.4 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25>

2.2 Submission of Bids

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

2.2.1 Epost Connect

Bidders choosing to submit using epost Connect must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/active>), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

[Steps to follow for the Bid Submission to Bid Receiving Unit \(BRU\) using epost Connect](https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect) (<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect>)

2.2.2 Facsimile

Facsimile number: 418-566-6168.

2.2.3 Bids transmitted by hardcopy to PWGSC will not be accepted.

2.3 Former Public Servant

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Financial Bid
Section II: Certifications

Bids transmitted by hardcopy will not be accepted.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C3011T/5>

Section II: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

It is intended to award a contract to the contractor who submitted the bid with the lowest evaluated price, meeting the following mandatory criteria:

4.1.1.1.1 Letter of confirmation (Annex D)

The Proponent must submit with his bid one (1) letter of confirmation duly completed and signed by a client. The letter of reference must be signed by a client for a contract that the contractor has undertaken and completed after January 1st, 2012. The Proponent must use the form in Annex D. The client must be in the public, parapublic, institutional, commercial or industrial domain. The completed project must have been done in order to perform an inspection of a fall protection system, including the writing of a report and the certification of a fall protection system. The bidder must have acted as a specialized contractor for the project.

The letter of confirmation must bear the client's original signature. In the event that the letter of confirmation is not attached to the Bidder's submission, the submission will be deemed non-responsive. The Contracting Authority of PWGSC reserves the right to contact the client and verify the information provided.

4.1.2 Financial Evaluation

[A0220T](#) (2014-06-26), Evaluation of Price-Bid

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A0220T>

4.2 Basis of Selection – Mandatory Technical Criteria

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

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

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. EE517-220174

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 E;
 - b) *Contract Security Manual* (Latest Edition).

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010C (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010C/18>

6.3.1.1 Subcontracts

Section 06 of general conditions 2010C (2020-05-28) is removed and replaced by the following:

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
 - a. purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
 - b. subcontract any portion of the Work as is customary in the carrying out of similar contracts; and;
 - c. permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).
3. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.
4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to July 31, 2023 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the

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File No. - N° du dossier
QCM-1-44019

Buyer ID - Id de l'acheteur
QCM017
CCC No./N° CCC - FMS No./N° VME

Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Annabelle Cloutier
Title: Acting Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 1550, d'Estimauville Avenue
Quebec (Quebec) Canada, G1J 0C7

Telephone: 418-654-6227
E-mail address: Annabelle.Cloutier@tpsgc-pwgsc.gc.ca

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

6.5.2 Project Authority

(Will be completed at contract award)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: Public Works and Government Services Canada
Address: 1550, d'Estimauville Avenue
Quebec (Quebec) Canada, G1J 0C7

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

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

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File No. - N° du dossier
QCM-1-44019

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QCM017
CCC No./N° CCC - FMS No./N° VME

6.5.3 Contractor's Representatives
(Must be completed by the Offeror)

The Contractor's Representatives for the Contract are:

Administrative representative

Name : _____

Title : _____

Telephone : _____

Facsimile : _____

E-mail address : _____

Technical representative

Name : _____

Title : _____

Telephone : _____

Facsimile : _____

E-mail address : _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

(Will be completed at contract award)

For the Work described in Part 1 of the Basis of Payment (Annex C):

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price, for a cost of \$ _____. Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Limitation of Expenditure

For the Work described in Part 2 of the Basis of Payment (Annex C):

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or

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

whichever comes first.

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

6.7.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.7.4 SACC Manual Clauses

[A9117C](#) (2007-11-30) T1204 – Direct Request by Customer Department

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9117C/2>

[C0711C](#) (2008-05-12), Time Verification

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C0711C/2>

6.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information

are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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

6.11 Priority of Documents

(Will be completed at contract award)

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2020-05-28), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex C, Basis of Payment;
- (e) Annex D, Letter of confirmation form;
- (f) Annex E, Security Requirements Check List;
- (g) the Contractor's bid dated _____.

6.12 SACC Manual Clauses

[A9068C](#) (2010-01-11), Government Site Regulations

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9068C/2>

[G1005C](#) (2016-01-28), Insurance – No Specific Requirement

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G1005C/3>

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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ANNEX "A" - STATEMENT OF WORK

IMPORTANT NOTE: The Statement of Work is to be inserted into this document.

See the compressed file: EE517-220174-A

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ANNEX "B" – PICTURES AND PLANS

IMPORTANT NOTE: The attached photos and plans are to be inserted into this document and are provided for informational purposes.

See the compressed file: EE517-220174-A

ANNEX "C" – BASIS OF PAYMENT

PART 1 – FIRM PART

Article	Period	Firm Price (A)
1.1	First firm year of the contract From contract award to July 31, 2022 inclusive.	_____ \$
1.2	Second firm year of the contract From August 1 st , 2022 to July 31, 2023 inclusive.	_____ \$
1.3	Optional year #1 From August 1 st , 2023 to July 31, 2024 inclusive.	_____ \$
1.4	Optional year #2 From August 1 st , 2024 to July 31, 2025 inclusive.	_____ \$
1.5	Optional year #3 From August 1 st , 2025 to July 31, 2026 inclusive.	_____ \$
Total calculated price for Part 1 – Firm Part (A)1.1 + (A)1.2 + (A)1.3 + (A)1.4 + (A)1.5 = (B)		_____ \$
The price exclude applicable taxes.		

Note applicable to Part 1 : The total amount of the bid is used for evaluation purposes only. Only the total of the amounts of the fixed prices of Part 1 for inspection and certification services is the subject of this contract as indicated in the requirements of section 2 on execution, article 2.2.1. The Department undertakes to pay the contractor the total amounts of the lump sum prices of Part 1 only, subject, in advance, to the approval of the work and other conditions of the estimate.

The inspection and certification services that are the subject of this contract are the services performed according to the recommendations of the manufacturers of specific equipment for fall protection systems and all related equipment directly linked to these systems.

The fixed prices of Part 1 during normal working hours must include : all labor costs relating to the work of staff on site, all labor costs relating to travel time, all transport costs (gasoline, vehicle rental, payment costs at bridges), all parking fees, all costs relating to fringe benefits, all administration costs and all costs relating to the benefit of the Contractor.

(See next page)

PART 2 – WORK ON REQUEST

a) Labor on REQUEST

Art.	Hourly rate for a technician. Regular Working Hours •Between 7h30 and 16h00 •From Monday to Friday	Firm Hourly Rate (C)	Estimated Use (D)	Calculated Price (C) x (D) = (E)
2.1	First firm year of the contract From contract award to July 31, 2022 inclusive.	_____ \$	24 h.	_____ \$
2.2	Second firm year of the contract From August 1 st , 2022 to July 31, 2023 inclusive.	_____ \$	24 h.	_____ \$
2.3	Optional year #1 From August 1 st , 2023 to July 31, 2024 inclusive.	_____ \$	24 h.	_____ \$
2.4	Optional year #2 From August 1 st , 2024 to July 31, 2025 inclusive.	_____ \$	24 h.	_____ \$
2.5	Optional year #3 From August 1 st , 2025 to July 31, 2026 inclusive.	_____ \$	24 h.	_____ \$
	Hourly rate for a technician. Outside Regular Working Hours •Between 16h00 and 7h30 •Saturday and sunday •Statutory holidays	Firm Hourly Rate (C)	Estimated Use (D)	Calculated Price (C) x (D) = (E)
2.6	First firm year of the contract From contract award to July 31, 2022 inclusive.	_____ \$	10 h.	_____ \$
2.7	Second firm year of the contract From August 1 st , 2022 to July 31, 2023 inclusive.	_____ \$	10 h.	_____ \$
2.8	Optional year #1 From August 1 st , 2023 to July 31, 2024 inclusive.	_____ \$	10 h.	_____ \$
2.9	Optional year #2 From August 1 st , 2024 to July 31, 2025 inclusive.	_____ \$	10 h.	_____ \$
2.10	Optional year #3 From August 1 st , 2025 to July 31, 2026 inclusive.	_____ \$	10 h.	_____ \$
Total calculated price for Part 2a – Labor on demand (E)2.1 + (E)2.2 + (E)2.3 + ... + (E)2.9 + (E)2.10 = (F)				_____ \$
The price exclude applicable taxes.				

Note applicable to Part 2A : Part 2A hourly rates during normal working hours shall include : all labor costs relating to the work of staff on site, all labor costs relating to travel time, all transport costs (gasoline, vehicle rental, payment costs at bridges), all parking fees, all costs relating to fringe benefits, all administration costs and all costs relating to the benefit of the Contractor according to the requirements of section 2 for the execution.

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Hourly rates for Part 2A outside normal working hours shall include : all labor costs relating to the work of staff on site, all labor costs relating to travel time, all transport costs (gasoline, vehicle rental, payment costs at bridges), all parking fees, all costs relating to fringe benefits, all administration costs and all costs relating to the benefit of the Contractor according to the requirements of section 2 for the execution.

The Department does not undertake to pay the contractor the total amounts of Part 2 for the hourly rates of labor and for the prices of materials with a percentage of profit on the parts relating to maintenance services, repair, replacement, addition of equipment and improvement. However, the Department will pay the contractor the amounts negotiated for each maintenance, repair, replacement, addition of equipment and each improvement authorized by the Departmental representative. The Contractor shall obtain the prior approval of the authorized representative of the Department before starting any work in part 2. The Contractor will be paid for this work at an hourly rate as well as the materials if they are required according to the prescriptions of section 2 concerning the execution, and will not be entitled to any other additional compensation for any variation between the hours negotiated for every maintenance, every repair, every replacement, every addition of equipment and improvement and the hours actually worked.

b) Markup Rate for Materials

Art.	Description	Firm Markup (G)	Estimated Use (H)	Calculated Price (G) x (H) = (I)
2.11	Products and materials At cost, plus a markup of	_____ %	2 500,00\$	_____ \$
Total calculated price for Part 2b – Markup rate for materials (I)2.11 = (J)				_____ \$
The price exclude applicable taxes.				

Note applicable to Part 2B : The Contractor will only be paid for the materials authorized and used in the performance of the work, increased by the percentage of the contractor's profit and this on the supporting evidence of the actual cost of purchasing the materials. The cost of the materials supplied by the contractor will be evaluated by the representative of the ministry against similar costs in the market until a fair and reasonable cost is agreed to by both parties.

PARTIE 3 – TOTAL EVALUATED PRICE – FOR EVALUATION PURPOSE ONLY

Total Evaluated Price : (B) + (F) + (J) =	_____ \$
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Note: Annex C includes the Estimated Use and Calculated Price columns. Estimated time is based on the Canada's projected requirements and may not represent the actual use requirement.

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ANNEX "D" – LETTER OF CONFIRMATION FORM

Message to the contractor:

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

1. Must have performed an inspection of a fall protection system, including the writing of a report and the certification of a fall protection system. for a public, parapublic, institutional, commercial or industrial domain client;
2. The inspection contract must have been undertaken and completed after January 1st, 2012.

This hereby confirms that the following contractor: _____

Has executed the work as a specialized contractor for 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

Start date of the contact

End date of the contract

PWGSC RESERVES THE RIGHT TO VERIFY REFERENCES

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ANNEX "E" - SECURITY REQUIREMENTS CHECK LIST

(See next pages)



Contract Number / Numéro du contrat EE517-220174
Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction Bien immobiliers
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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
Inspection de protection contre les chutes RGG & BQ

5. a) Will the supplier require access to Controlled Goods?
Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?
Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? No / Non Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?
Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?
(Specify the level of access using the chart in Question 7. c)
(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) No / Non Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.
Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. No / Non Yes / Oui

6. c) Is this a commercial courier or delivery requirement with **no** overnight storage?
S'agit-il d'un contrat de messagerie ou de livraison commerciale **sans** entreposage de nuit? No / Non Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
---------------------------------	--------------------------------------	---

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

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

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

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



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

Special comments:
Commentaires spéciaux :

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / 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



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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

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

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? / La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).