



**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

**SOLICITATION AMENDMENT  
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**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> NDMC Tunnel Expansion	
<b>Solicitation No. - N° de l'invitation</b> EP076-220801/A	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> 20220801	<b>Date</b> 2022-07-12
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$\$FG-375-81272	
<b>File No. - N° de dossier</b> fg375.EP076-220801	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2022-07-19</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Rudderham, Dale	<b>Buyer Id - Id de l'acheteur</b> fg375
<b>Telephone No. - N° de téléphone</b> (343) 552-1375 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

Instructions: See Herein

Instructions: Voir aux présentes

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

**Tunnel Expansion Joint Replacement**  
**1745 Altavista Drive, Ottawa**

**OPTIONAL SITE VISIT**

**Solicitation Number: EP076-220801A**  
**Project Number: R.065220.541**

---

Please take note that there will be an optional site visit on:

**Tuesday, July 5 2022 at 10:00AM**

Interested bidders shall meet at the insert the Main entrance of 1745 Altavista Drive,  
Ottawa

**Safety Attire:** Safety Vest, hard hats and safety glasses are also required.

**SECURITY:** Site Visitors must provide the Contracting Authority with the names, date of birth, and company name prior to 24 hours before the site visit.

**INVITATION TO TENDER**  
Tunnel Expansion Joint Replacement  
1745 Alta Vista Drive, Ottawa

**IMPORTANT NOTICE TO BIDDERS**

**Note to Bidders, there will no Public Opening for the purposes of this solicitation. See SI07 for further Instructions.**

SI03 Optional Site Visit has changed

SI11 Security Clearance Requirements has changed

SC04 Compliance with on-site measures, standing orders, policies, and rules has been added

**THIS DOCUMENT CONTAINS A SECURITY CLEARANCE REQUIREMENT**

For further instructions please consult "Special Instruction to Bidders", SI11, "Security Clearance Requirements" and "Supplementary Conditions" SC01 "Security Clearance Requirements, Document Safeguarding Location".

**LISTING OF SUBCONTRACTORS AND SUPPLIERS**

Take note that R2710T, GI07 "Listing of Subcontractors and Suppliers" has been amended. See SI10 of the Special Instructions. **Failure to do so will result in the disqualification of its bid.**

**TABLE OF CONTENTS**

**SPECIAL INSTRUCTIONS TO BIDDERS (SI) ..... 4**

SI01 BID DOCUMENTS ..... 4

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD ..... 4

SI03 OPTIONAL SITE VISIT ..... 4

SI04 REVISION OF BID ..... 5

SI05 BID SECURITY REQUIREMENTS ..... 5

SI06 SUBMISSION OF BID ..... 5

SI07 BID RESULTS ..... 6

SI08 INSUFFICIENT FUNDING ..... 7

SI09 BID VALIDITY PERIOD ..... 7

SI10 RIGHTS OF CANADA ..... 7

SI11 SECURITY CLEARANCE REQUIREMENTS ..... 7

SI12 LISTING OF SUBCONTRACTORS AND SUPPLIERS ..... 8

SI13 BID CHALLENGE AND RECOURSE MECHANISMS ..... 8

SI14 CONSTRUCTION DOCUMENTS ..... 8

SI15 WEB SITES ..... 8

**R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2021-04-01) ..... 10**

**CONTRACT DOCUMENTS (CD) ..... 11**

**SUPPLEMENTARY CONDITIONS (SC) ..... 12**

SC01 SECURITY CLEARANCE REQUIREMENTS, DOCUMENT SAFEGUARDING ..... 12

SC02 LIMITATION OF LIABILITY ..... 12

SC03 INSURANCE TERMS ..... 13

SC04 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICIES, AND RULES ..... 13

SC05 TYPES AND AMOUNTS OF CONTRACT SECURITY ..... 13

**BID AND ACCEPTANCE FORM (BA) ..... 15**

BA01 IDENTIFICATION ..... 15

BA02 LEGAL NAME AND ADDRESS OF BIDDER ..... 15

BA03 THE OFFER ..... 15

BA04 BID VALIDITY PERIOD ..... 15

BA05 ACCEPTANCE AND CONTRACT ..... 15

BA06 CONSTRUCTION TIME ..... 15

BA07 BID SECURITY ..... 15

BA08 SIGNATURE ..... 15

**APPENDIX 1 – INTEGRITY PROVISIONS ..... 16**

**APPENDIX 2 - LISTING OF SUBCONTRACTORS AND SUPPLIERS ..... 17**

**APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES ..... 18**

**APPENDIX 4 - APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities ..... 20**

Solicitation No. - N° de l'invitation  
ep076-220801A

Amd. No. - N° de la modif.  
000

Buyer ID - Id de l'acheteur  
fg375

Client Ref. No. - N° de réf. du client  
R.065220.541

File No. - N° du dossier  
fg375-ep076-220801

CCC No./N° CCC - FMS No./N° VME

---

<b>APPENDIX 5 - CONTRACT SECURITY PROGRAM INITIAL INTERNATIONAL SECURITY SCREENING (IISS) FORM</b>	<b>29</b>
<b>ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL)</b>	<b>35</b>
<b>ANNEX B - CERTIFICATE OF INSURANCE</b>	<b>38</b>
<b>ANNEX C - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT</b>	<b>40</b>

## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### **SI01 BID DOCUMENTS**

1. The following are the Bid Documents:

- a. Invitation to Tender - Page 1;
- b. Special Instructions to Bidders;
- c. General Instructions - Construction Services - Bid Security Requirements R2710T (2021-04-01)
- 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>
3. Tenders received by fax will be accepted as official.

R2410T section GI07, add following paragraph;

5. Tenders received by fax will be accepted as official and must meet the following requirements

- a. Must be completed on the Bid and Acceptance Form
- b. Must indicate
  - Project number
  - Solicitation number
  - Bidder's name
  - Closing Date and Time
- c. Must be received before tender closing time at fax number (xxx)xxx-xxxx

### **SI02 ENQUIRIES DURING THE SOLICITATION PERIOD**

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

### **SI03 OPTIONAL SITE VISIT**

1. There will be a site visit on July 5<sup>th</sup> 2022 at 10:00 AM. Interested bidders are to meet at 1745 Alta Vista Drive, Ottawa.

2. **Safety Attire:** In order to be guaranteed access to the site visit all persons should have the proper personal protection equipment (safety glasses, footwear, vests and hard hats etc.). Contractor's personnel/individuals who do not have the proper safety attire may be denied access to the site.
3. **Security pre-screening:** The names of each individual attending the site visit, their date of birth, along with the name of the firm they represent, must be provided to the Contracting Authority 24 hours prior to the scheduled visit in order to gain access to the site.

#### **SI04 REVISION OF BID**

A bid may be revised by letter, CPC Connect or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is (819) 997-9776.

#### **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, non-verifiable or scanned copy**) 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 valid.
- 2.3 Bonds passing the verification process will be treated as original and authentic.

#### **SI06 SUBMISSION OF BID**

R2710T GI09 Submission of bid is modified as follows

Add subparagraph 5 - Electronic Bid Submission by Canada Post Corporation (CPC) Connect service

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the CPC Connect service provided by Canada Post Corporation.
- b. The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by PWGSC is: tpsgc.pareceptiondessoumissions-apbidreceiving.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 a CPC Connect conversation, as detailed in c., or to send proposals through a CPC Connect message if the Bidder is using its own licensing agreement for CPC Connect.

- c. To submit a bid using CPC Connect service, the Bidder must either:
- i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open a CPC Connect conversation. Requests to open a CPC Connect conversation received after that time may not be answered.
- d. If the Bidder sends an email requesting CPC Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate a CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the 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 CPC 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 CPC Connect message field of all electronic transfers.
- g. It should be noted that the use of CPC 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 CPC Connect service.
- h. For bids transmitted by CPC 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 CPC 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 CPC Connect service.
- i. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of 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 CPC Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
- k. A bid transmitted by CPC Connect service constitutes the formal bid of the Bidder.

## **SI07 BID RESULTS**

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

2. The responsive bid carrying the lowest price will be recommended for contract award.
3. Following solicitation closing, bid results may be obtained by e-mail a request to the contracting authority indicated on page 1.

#### **SI08 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.

#### **SI09 BID VALIDITY PERIOD**

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

#### **SI10 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.

#### **SI11 SECURITY CLEARANCE REQUIREMENTS**

In order to be given further consideration in the procurement process, in accordance with the requirements of the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), the Bidder must provide either:

- If the Bidder is a Canadian legal entity - A properly completed Contract Security Program Application for Registration (AFR) Form ([Appendix 5](#)); or

- If the Bidder is a foreign supplier - A properly completed Contract Security Program Initial International Security Screening (IISS) Form (Appendix 6).

If the Bidder does not provide the required AFR Form or IISS Form, as applicable, at bid closing, or if Canada requires additional information from the Bidder in connection with assessing the request for security clearance (i.e. information not required by the AFR Form or IISS Form), the Contracting Authority will inform the Bidder and provide the Bidder with a time frame within which to submit the required information. If the Bidder fails to comply with the request of the Contracting Authority and submit the required information within the established time frame (including any extension granted by the Contracting Authority at its sole discretion), its bid will be declared non-compliant.

## **SI12 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 2. **Failure to do so will result in the disqualification of its bid.**

## **SI13 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.

## **SI14 CONSTRUCTION DOCUMENTS**

The successful Contractor will be provided (**with 1 electronic**) of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies will be the responsibility of the Contractor including costs.

## **SI15 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

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

PWGSC, Contract Security Program

<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-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 - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2021-04-01)**

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/23>

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

## SUPPLEMENTARY CONDITIONS (SC)

### SC01 SECURITY CLEARANCE REQUIREMENTS, DOCUMENT SAFEGUARDING

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

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. EP076220801

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) *Contract 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.

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.
2. 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 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICIES, AND RULES**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

### **SC05 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**

Tunnel Expansion Joint Replacement

**BA02 LEGAL NAME AND ADDRESS OF BIDDER**

Legal Name:					
Operating Name (if any):					
Address:					
Telephone:		Fax:		PBN:	
E-mail address:					
Contract Security Program Organisation Number (when required)					

**BA03 THE OFFER**

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

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

**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 (12) weeks from the date of notification of acceptance of the offer.

**BA07 BID SECURITY**

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

**BA08 SIGNATURE**

--

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

--

Signature

--

Date



## APPENDIX 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.

	Subcontractor and Suppliers	Division
1		03
2		07

---

**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 at page 2 of 2.

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

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

**VOLUNTARY CERTIFICATION**

(To be filled out and returned with bid on a voluntary basis)  
(page 2 of 2)

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

Name:	
Signature:	
Company Name:	
Company Legal Name:	
Solicitation Number:	
Number of company employees:	
Number of apprentices planned to be working on this contract:	

Trades of those apprentices:


Solicitation No. - N° de l'invitation  
ep076-220801A

Amd. No. - N° de la modif.  
000

Buyer ID - Id de l'acheteur  
fg375

Client Ref. No. - N° de réf. du client  
R.065220.541

File No. - N° du dossier  
fg375-ep076-220801

CCC No./N° CCC - FMS No./N° VME

---

## **APPENDIX 4 - APPLICATION FOR REGISTRATION (AFR) FOR CANADIAN LEGAL ENTITIES**






## CONTRACT SECURITY PROGRAM (CSP)

### Section A - Business Information

- **Legal name of the organization** refers to the legal name of the organization as it is organized & existing within the country of jurisdiction. In the case of Canadian legal entities, this would be the legal name that is registered with federal, provincial or territorial authorities.
- **Business or Trade name** refers to the name which a business trades under for commercial purposes, although its registered, legal name, used for contracts and other formal situations, may be another name.
- **Type of Organization** - All required documentation in relation to the type of organization must be provided
  - **Corporation** refers to an entity having authority under the law to act as a single person distinct from the shareholders who own it and having rights to issue stock and exist indefinitely.  
Provide the following information to substantiate this "Type of Organization" selection:
    - Stock exchange identifier (if applicable);
    - Certificate of incorporation, compliance, continuance, current articles of incorporation, etc.
    - Ownership structure chart is mandatory
  - **Partnership** refers to an association or relationship between two or more individuals, corporations, trusts, or partnerships that join together to carry on a trade or business.  
Provide the following information to substantiate this "Type of Organization" selection:
    - Evidence of legal status, ie. partnership agreement;
    - Provincial partnership name registration (if applicable);
    - Ownership structure chart
  - **Sole proprietor** refers to the owner of a business who acts alone and has no partners.  
Provide the provincial registration documentation (if applicable) ie. master business license, provincial name registration document
  - **Other** (universities, financial institutions, unincorporated organizations, Assembly of First Nations, etc.)  
Provide the following information to substantiate this "Type of Organization" selection:
    - Evidence of legal status such as acts, charters, bands, etc.
    - Ownership structure chart and management structure chart
- **Principal place of business** must be where the business is physically located and operating in Canada. Virtual locations, mail boxes, receiving offices, coworking spaces, representative agent's office, etc. will not be accepted.
- **Self-identify as a diverse supplier:** Public Services and Procurement Canada (PSPC) defines a diverse supplier as "a business owned or led by Canadians from underrepresented groups, such as women, Indigenous Peoples, persons with disabilities and visible minorities.

### Section B - Security Officers

Identify the individual(s) you intend to nominate or are already appointed as your organization's company security officer and alternate company security officer(s). For Document Safeguarding Capability at other locations, please ensure to indicate address (site) the ACSO is located at. Add additional rows or provide a separate page as required. Employee has the same meaning as that used by the Canada Revenue Agency.

- Email address must be able to accept various types of correspondence from the CSP
- Security officers **must** meet all of the following criteria:
  - an employee of the organization;
  - physically located in Canada;
  - a Canadian citizen\*; and
  - security screened at the same level as the organization (in some cases alternates may require a different level).

\*Canadian citizenship is required due to the oversight responsibility entrusted to a security officer and some contractual requirements in relation to national security. This requirement may be waived on a case by case basis for Permanent Residents.



## CONTRACT SECURITY PROGRAM (CSP)

### Section C - Officers

- Your organization must list **all** the names and position titles for its officers, management, leadership team, executives, managing partners, authorized signatories, members, etc. that are responsible for the day to day operations of its business. A management structure chart must be provided to demonstrate the reporting structure. Add additional rows to the section if required.
- For the purposes of the Contract Security Program, the term "Country of Primary Residence/National Domicile" refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remain even though currently residing elsewhere.
- **Citizenship** refers to the status of being a citizen. A **citizen** is a person who, by either birth or naturalization, is a member of a state or nation, entitled to enjoy all the civil rights and protections of that state or nation and owing allegiance to its government.

### Section D - Board of Directors

- List **all** members of your organization's board of directors. Indicate all board titles including the chairperson if there is one. Add additional rows to the section or on a separate page if required.
- For the purposes of the Contract Security Program, the term "Country of Primary Residence/National Domicile" refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remain even though currently residing elsewhere.
- **Citizenship** refers to the status of being a citizen. A **citizen** is a person who, by either birth or naturalization, is a member of a state or nation, entitled to enjoy all the civil rights and protections of that state or nation and owing allegiance to its government.

### Section E - Ownership Information

- For the purposes of the CSP, the following interpretations are applicable:
  - **Direct (or registered) ownership** are **all** owners who hold legal title to a property or asset in that owner's name.
  - **Ownership** refers to either (1) voting rights attached to the corporation's outstanding voting shares or (2) outstanding shares measured by fair market value.
  - **Parent company** refers to a company which owns and/or controls controlling interest (e.g., voting stock) of other firms or companies, usually known as subsidiaries, which may give it control of the operation of the subsidiaries.

### Section F - Justification (this section is to be completed by organizations that are undergoing a renewal ONLY - not bidding)

- Your organization is to provide a list of active federal contracts, subcontracts, leases, supply arrangements (SA), standing offers (SO), purchase orders that have security requirements. Indicate the contract number (lease, SA, SO, sub-contract, etc.), contracting authority or prime contractor and the security level requirement.

### Section G - Certification and Consent

- Only an officer identified in Section C may complete this section.




## CONTRACT SECURITY PROGRAM (CSP)

### APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities

**NOTE:**

The provision of false, misleading information, or concealment and/or failure to disclose of any material fact on this application will result in a denial or revocation of your organization security clearance and registration with the Contract Security Program which will immediately prohibit your eligibility to perform on contracts requiring organization security clearances. An incomplete form **will not** be processed.

SECTION A - BUSINESS INFORMATION	
1. Legal name of the organization	
2. Business or trade name (if different from legal name)	
3. Type of organization - <b>Indicate the type of organization and provide the required validation documentation (select one only)</b>	
<input type="checkbox"/> Sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <ul style="list-style-type: none"> <li><input type="checkbox"/> Private</li> <li><input type="checkbox"/> Public</li> </ul> <input type="checkbox"/> Other (specify)	
4. Provide a brief description of your organization's general business activities.	
5. Procurement Business Number (PBN) (if applicable)	6. Self-identify as a diverse supplier (provide profile)
7. Business civic address (head office)	
8. Principal place of business (if not at head office)	
9. Mailing address (if different from business civic address)	
10. Organization website (if applicable)	
11. Telephone number	12. Facsimile number
13. Number of employees in your organization or corporate entity	14. Number of employees requiring access to protected/classified information/assets/sites




## CONTRACT SECURITY PROGRAM (CSP)

### SECTION B – SECURITY OFFICERS

Please identify all security officers for your organization. For document safeguarding capability identify the site number for each ACSO and the corresponding address for each site below.

Add additional rows or attachments as needed if there is not enough space allotted

Position title	Site #	Surname	Given name	E-mail (where the CSP will send correspondence)
Company security officer (CSO)				
Alternate company security officer (ACSO)				
ACSO (if applicable)				
ACSO (if applicable)				
ACSO (if applicable)				

#### For Document Safeguarding Capability ONLY:

00 – Address will be principal place of business	
01 – Site address:	
02 – Site address:	

### SECTION C – OFFICERS (managing partners, key leadership, signatories, etc.)

Add additional rows or attachments as needed and include management structure chart demonstrating reporting structures

Position title - within your organization	Surname	Given name	Citizenship(s)	Country of primary residence/National domicile




## CONTRACT SECURITY PROGRAM (CSP)

### SECTION D – LIST OF BOARD OF DIRECTORS

Add additional rows or attachments as needed

Position title	Surname	Given name	Citizenship(s)	Country of primary residence/National domicile

### SECTION E - OWNERSHIP INFORMATION - PLEASE COMPLETE FOR EACH LEVEL OF OWNERSHIP

Please complete for each level of ownership

Identify all entities, individuals, public or private corporations that have an ownership stake in your organization being registered. Indicate if the entity has a valid Facility Security Clearance from Public Services and Procurement Canada’s Contract Security Program or any other country. For publicly traded corporations, identify stock exchange. If there are more than three levels of ownership; please submit on an additional page to include **all** levels of ownership from direct to ultimate.

**Note: The organization structure chart with percentages of ownership must be included with your submission**

#### SECTION E-1 - OWNERSHIP LEVEL 1 (direct ownership) if more than three - please provide on additional sheet

Ownership - Level 1 (Direct Parent)			
Name of organization or individual			
Address			
Type of entity (e.g. private or public corporation, state-owned)			
Stock exchange identifier (if applicable)			
Facility security clearance (FSC) yes/no			
Percentage of ownership			
Country of jurisdiction or citizenship			




## CONTRACT SECURITY PROGRAM (CSP)

### SECTION E-2 - OWNERSHIP LEVEL 2

If there is any additional ownership for the names listed in the previous section (E-1) please provide the information below. If not, please indicate N/A (not applicable).

#### Ownership of entries listed in E-1 (Level 2)

Name of direct owner from E-1			
Name of organization or individual			
Address			
Type of entity (e.g. private or public corporation, state-owned)			
Stock exchange identifier (if applicable)			
Facility security clearance (FSC) yes/no			
Percentage of ownership			
Country of jurisdiction or citizenship			

### SECTION E-3 - OWNERSHIP LEVEL 3

If there is any additional ownership for the names listed in the previous section (E-2) please provide the information below. If not, please indicate N/A (not applicable).

#### Ownership of entries listed in E-2 (Level 3)

Name of intermediary ownership from E-2			
Name of organization or individual			
Address			
Type of entity (e.g. private or public corporation, state-owned)			
Stock exchange identifier (if applicable)			
Facility security clearance (FSC) yes/no			
Percentage of ownership			
Country of jurisdiction or citizenship			



## CONTRACT SECURITY PROGRAM (CSP)

### SECTION F - JUSTIFICATION (FOR RENEWING ORGANIZATIONS)

**Add additional rows or attachments as needed**

Please provide all current procurement rationales that have security requirements - i.e. contracts, leases, RFP, RFI, ITQ, supply arrangements, standing offers, etc.

Contract, lease, SA, SO, etc. number	Client / contracting authority	Security Type & level	Expiry date (dd-mm-yyyy)

### SECTION G - CERTIFICATION AND CONSENT (ONLY AN OFFICER IDENTIFIED IN SECTION C MAY COMPLETE THIS SECTION)

I, the undersigned, as the Officer authorized by the organization, have read the Privacy Notice to this application and do hereby certify that the information contained in this application is true, complete and correct. I acknowledge and agree to comply with the responsibilities outlined in the Public Services and Procurement Canada's Contract Security Manual and consent to the collection, use and disclosure of my personal information for the purposes as described above. **I agree to notify the Contract Security Program of any changes to the organization including but not limited to: change of address, phone number, contact information, change in security officers, officers and directors, board members, partners, management / leadership team and ownership.**

Surname	Given name
Position title	Telephone number (include extension number if any)
Facsimile number	Email address
Signature	Date (dd-mm-yyyy)

### FOR USE BY THE PSPC'S CONTRACT SECURITY PROGRAM

Recommendations	
Recommended by e-signature	Approved by e-signature

Solicitation No. - N° de l'invitation  
ep076-220801A

Amd. No. - N° de la modif.  
000

Buyer ID - Id de l'acheteur  
fg375

Client Ref. No. - N° de réf. du client  
R.065220.541

File No. - N° du dossier  
fg375-ep076-220801

CCC No./N° CCC - FMS No./N° VME

---

## **APPENDIX 5 - CONTRACT SECURITY PROGRAM INITIAL INTERNATIONAL SECURITY SCREENING (IISS) FORM**



## CONTRACT SECURITY PROGRAM (CSP) INITIAL INTERNATIONAL SECURITY SCREENING FORM

### Purpose

The purpose of this form is to initiate the security screening process for foreign suppliers who will need access to Canadian Protected/Classified information/assets/sites under a Government of Canada contract or Multinational Program processed by the Canadian Contract Security Program (CSP). The information provided may be disclosed to the Royal Canadian Mounted Police and Canadian Security Intelligence Service to conduct the requisite checks and/or investigation. Additionally, the information may be disclosed to and used by other Government of Canada institutions that may require this information as part of their functions or investigation under Canadian Law or for security assurances from foreign data protection authorities or industrial security programs of foreign governments.

The role of the Designated Security Authority for Canada (Canadian DSA) is performed by the International Industrial Security Directorate under the Contract Security Program and is the Canadian authority for confirming compliance with the Canadian national and international security requirements involving foreign suppliers.

### Instructions for completing this form

#### General

- This form and the additional documentation required must be provided in English or French.
- In any instance where this form does not allow enough space for a complete answer, please include additional pages and/or table rows as required.
- Refusal to provide the information, the provision of false statement, misleading information, or concealment and/or failure to disclose of any material fact on this screening form will result in a denial or revocation of eligibility to perform on contracts or multinational programs requiring access to Canadian Protected/Classified information/assets/sites.

#### Section A - Business Information

- You must provide all required documentation (outlined below) in relation to the type of company or corporate entity. Company or corporate entity's organization chart is mandatory for all types of entity.
- **Legal name of the company or corporate entity** refers to the legal name of the company or corporate entity as it is registered with the relevant foreign government authorities.
- **Business or trade name** refers to the name which a business trades under for commercial purposes, although its registered legal name used for contracts and other formal situations, may be another name.
- **Corporation** refers to an entity having authority under the law to act as a single person distinct from the shareholders who own it and having rights to issue stock and exist indefinitely. Provide the following additional information to substantiate this type of company or corporate entity selection:
  - Stock exchange identifier (if applicable); and
  - Certificate of Incorporation, compliance, continuance, etc.
- **Partnership** refers to a voluntary contract between two or more competent persons to place their money, effects, labor, and skill, or some or all of them, in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. Provide the following additional information to substantiate this type of company or corporate entity selection:
  - Evidence of legal status (e.g. partnership documentation).
- **Sole proprietor** refers to the owner of a business who acts alone and has no partners. Provide the following additional information to substantiate this type of company or corporate entity selection:
  - Government registration documentation; and
  - Other (e.g. Master Business License).
- **State-owned entity** refers to a state-owned enterprise or government-owned enterprise where the government or state has significant control over this business entity through full, majority, or significant minority ownership. Provide the following additional information to substantiate this type of company or corporate entity selection:
  - National Law, Act or policies defining the entity; and
  - Evidence of legal status.



- **Other** (e.g. letters of patent, universities, financial institutions, unincorporated companies). Provide the following information to substantiate this type of company or corporate entity selection:
  - Evidence of legal status;
  - National laws and Acts; and/or
  - Charters.
- If the company or corporate entity is already registered in an industrial security program from the National Security Authority (NSA) or Designated Security Authority (DSA) of the relevant country, indicate the security level of its facility clearance and its date of validity.
- Indicate the name of the national Data Protection Authority (DPA) responsible for the protection of personal information in the country where the company or corporate entity is located and indicate the title of the legislation defining this authority.

### Section B – Company Security Officer (CSO)

- Identify the individual that will be nominated as the company or corporate entity's Security Officer (hereinafter referred to as Company Security Officer (CSO)) who will be responsible for ensuring compliance with the security requirements of the Government of Canada contract or multinational program.
- The CSO **must** be:
  - an employee of the company or corporate entity; and
  - be security assessed at the same level as the company or corporate entity.
- The CSO must notify the Contract Security Program of any structure changes of the ownership for the company or corporate entity, including changes of the membership of its Board of Directors and the change of the nominated CSO.
- **Citizenship** refers to the status of being a citizen. A citizen is a person who, by either birth or naturalization, is a member of a political community, owing allegiance to the community and being entitled to enjoy all the civil rights and protections.
- For the purposes of the Contract Security Program, the term **Country of Primary Residence/National Domicile** refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remain even though currently residing elsewhere.

### Section C – List of Board of Directors

- List all members of the company's Board of Directors. Applicants are to add additional rows to the section if required.
- **Citizenship** refers to the status of being a citizen. A citizen is a person who, by either birth or naturalization, is a member of a political community, owing allegiance to the community and being entitled to enjoy all the civil rights and protections.
- For the purposes of the Contract Security Program, the term **Country of Primary Residence/National Domicile** refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remain even though currently residing elsewhere.

### Section D - Ownership Information

- For the purposes of the Contract Security Program, the following interpretations are applicable:
  - **Direct (or registered)** owners are owners who hold legal title to a property or asset in that owner's name.
  - **Ownership** refers to either (1) voting rights attached to the corporation's outstanding voting shares or (2) outstanding shares measured by fair market value.
- **Parent company or corporate entity** refers to a company or corporate entity which owns and/or controls controlling interest (e.g. voting stock) of other firms or companies, usually known as subsidiaries, which may give it control of the operation of the subsidiaries.

### Section E - Certification and Consent

- Only an individual identified in Section C may complete this section.



**IMPORTANT NOTE:** The provision of false, misleading information, or concealment and/or failure to disclose of any material fact on this screening form will prohibit your eligibility to perform on contracts or multinational programs requiring access to Canadian Protected/Classified information/assets/sites. An incomplete form will not be processed by the Contract Security Program and will be returned to you.

SECTION A - BUSINESS INFORMATION		
Complete Section A and provide the required documentation identified in the instructions above.		
1. Legal name of the company or corporate entity		
2. Business or trade name (if different from legal name)		
3. Type of company or corporate entity (Indicate the type of organization and provide the required validation documentation) (select one only)		
<input type="checkbox"/> Sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (Private or Public) <input type="checkbox"/> State-owned entity <input type="checkbox"/> Other, specify:		
4. Provide a brief description of your company or corporate entity's general business activities		
5. Business (Head office) civic address		
6. Mailing address (if different from business civic address)		
7. Company or corporate website (if applicable)		
8. Business Identifier Number if applicable (e.g. CAGE/NCAGE code)	9. Telephone number (include country code and extension number if any)	10. Facsimile number if applicable (include country code)
11. Number of employees in your company or corporate entity		12. Number of employees who require access to Canadian Protected/Classified information/assets/sites
13. Indicate the valid facility security level of the company or corporate entity granted by the relevant National Security Authority or Designated Security Authority (indicate NIL if none)		14. Provide the date of the validity of the facility clearance (if applicable)
15. Name of the relevant national Data Protection Authority (DPA) responsible for the protection of personal information in the country (indicate NIL if none)		16. Title of the legislation defining the Data Protection Authority (DPA) (if applicable)



SECTION B – COMPANY SECURITY OFFICER				
<b>Complete Section B.</b>				
Position title	Surname	Given name(s)	Citizenship(s)	Country of primary residence/National domicile
Email address for the company security officer:				

SECTION C – LIST OF MEMBERS OF THE BOARD OF DIRECTORS (INDICATE N/A IF NOT APPLICABLE)				
<b>Complete Section C. Add additional rows or attachment as required</b>				
Position title	Surname	Given name(s)	Citizenship(s)	Country of primary residence/National domicile

SECTION D – OWNERSHIP INFORMATION					
<b>Complete Section D for each level of ownership</b>					
Identify all entities, individuals, public or private corporations that have an ownership stake in the organization listed in Section 1. For publicly traded corporations, identify stock exchange. An ownership relation chart with percentages of ownership must be included.					
SECTION D-1 – OWNERSHIP LEVEL 1 (DIRECT OWNERSHIP)					
Identify all individual owners or direct organizations ownership related to the company or corporate entity identified in Section 1.					
Name of organization or individual	Address	Type of entity (e.g. private or public corporation, state-owned)	Stock exchange (public or private)	Percentage of ownership	Country of jurisdiction or citizenship
SECTION D-2 – OWNERSHIP LEVEL 2					
If there is any additional ownership for the names listed in the previous section (D-1), provide the information below. If none, please indicate N/A (not applicable).					
Name of organization or individual	Address	Type of entity (e.g. private or public corporation, state-owned)	Stock exchange (public or private)	Percentage of ownership	Country of jurisdiction or citizenship
SECTION D-3 – OWNERSHIP LEVEL 3					
If there is any additional ownership for the names listed in the previous section (D-2) please provide the information below. If none, please indicate N/A (not applicable).					
Name of organization or individual	Address	Type of entity (e.g. private or public corporation, state-owned)	Stock exchange (public or private)	Percentage of ownership	Country of jurisdiction or citizenship



<b>SECTION E – CERTIFICATION AND CONSENT (only an individual identified in Section C may complete this section)</b>	
<p>I, the undersigned, as the individual authorized by the organization identified in Section 1, have read the purpose and instructions of this screening form and do hereby certify that the information contained in this screening form is true, complete and correct. I acknowledge and agree to comply with the responsibilities outlined in the Public Services and Procurement Canada's Contract Security Manual and consent to the collection, use and disclosure of the information provided in this screening form for the purposes as described above. I agree to notify the Contract Security Program of any changes to the organization such as change of address, contact phone numbers, email address, change in company management structure, ownership, company security officer and the members of the Board of Directors.</p>	
Surname	Given name(s)
Position title	Telephone number (include country code and extension number if any)
Facsimile number if applicable (include country code)	Email address
Signature	Date

<b>FOR USE BY THE PSPC'S CONTRACT SECURITY PROGRAM</b>		
Recommendations		
Recommendation by analyst (Name)	Signature	Date
Approval (Name)	Signature	Date

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



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat EP076220801
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	PSPC	
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 NDMC 1745 Alta Vista - Construction Services - existing concrete tunnel expansion joint repairs		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/> 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"/>



Contract Number / Numéro du contrat
EP076220801
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

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

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat EP076220801
Security Classification / Classification de sécurité UNCLASSIFIED

**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 SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

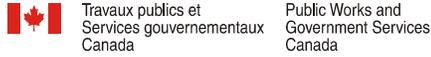
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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).

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



**CERTIFICATE OF INSURANCE**

Page 1 of 2

Description and Location of Work <b>Tunnel Expansion Joint Replacement</b>	Contract No. EP076-220801
	Project No. R.065220.541

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

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				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>				\$		

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.

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

CERTIFICATE OF INSURANCE Page 2 of 2

**General**

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

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

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

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

**Commercial General Liability**

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

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

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

The policy must have the following minimum limits:

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

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

**Builder's Risk / Installation Floater**

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

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

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

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

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

