

RETURN SUBMISSIONS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving - CFIA / Réception des soumissions - l'ACIA

Canadian Food Inspection Agency (CFIA) Shipping and Receiving

59 Camelot Drive Ottawa, Ontario K1A 0Y9

Attention: National Procurement & Contracting Service

Centre (NPCSC), Ashley Bennett

Reference of Solicitation Number: 2024-00258

INVITATION TO TENDER APPEL D'OFFRES

Comments - Commentaires

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

Issuing Office - Bureau de distribution Contracting and Procurement Policy Division (CPPD) 59 Camelot Drive Ottawa, ON K1A 0Y9

Canada

Title - Sujet BACKFLOW PREVENTER PROJECT		
Solicitation No N° de l'invitation	Date	
2024-00258	October 1	1, 2023
File No N° de dossier 2024-00258		
Solicitation Closes - L'invitation p	rend fin	Time Zone
at - à 02:00 PM		Fuseau horaire
on - le November 10, 2023		Eastern Standard Time
,		EDT
F.O.B F.A.B. Plant-Usine: Destination: X Other-Autre:		
Address Enquiries to: - Adresser toutes question Ashley Bennett	s à:	
Telephone No N° de téléphone (343) 553-9512	ı	FAX No N° de FAX -
Destination of Goods, Services, and Construction Destination des biens, services et construction		
CANADIAN FOOD INSPECTION AGENC	CY	
Ottawa Laboratory (Fallowfield)		
3851 Fallowfield Road		
Nepean, ON K2H 8P9		
Nepean, ON NZITOLO		

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery C	Offered - Livraison propose
See Herein		
Vendor/Firm Name and Address		Time Zone
Raison sociale et adresse du fournisseur/de l'	'entrepreneur	Fuseau horaire
		Eastern Standard Time
		EDT
Telephone No N°de téléphone		
Facsimile No N° de télécopieur		
Name and title of person authorized to sign on (type or print)	behalf of Ven	dor/Firm
Nom et titre de la personne autorisée à signer	au nom du foi	ırnisseur/
de l'entrepreneur (taper ou écrire en caractère		
as i sill spronour (tapor ou como on caractere	o a imprimerio	7
Signature	Γ	Date

INVITATION TO TENDER

Backflow Prevention Project

Ottawa Laboratory (Fallowfield), 3851 Fallowfield Road, Nepean, ON K2H 8P9

IMPORTANT NOTICE TO BIDDERS

SI10 Rights of Canada has been added

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

GI09 of R2710T has changed, see SI06 Submission of Bid

PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY Prompt Payment Principles

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

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

For more information: http://www.tpsqc-pwgsc.gc.ca/biens-property/divulgation-disclosure/psdic-ppci-eng.html

THIS DOCUMENT CONTAINS PROVISIONS OF A CONDITIONAL SET ASIDE UNDER THE FEDERAL GOVERNMENT'S PROCUREMENT STRATEGY FOR INDIGENOUS BUSINESS (PSIB)

For further instructions please consult "Special Instruction to Bidders", SI14, "Conditional Set-Aside" and SI15, "Set-Aside for Indigenous Business".

THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT

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

PWGSC UPDATE ON ASBESTOS USE

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

LISTING OF SUBCONTRACTORS AND SUPPLIERS

Take note that R2710T, GI07 "Listing of Subcontractors and Suppliers" has been amended. See SI12 of the Special Instructions. **Failure to do so will result in the disqualification of its bid**.

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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 BID DOCUMENTS

- 1. The following are the Bid Documents:
 - Invitation to Tender Page 1; a.
 - Special Instructions to Bidders: b.
 - General Instructions Construction Services Bid Security Requirements R2710T (2020-05-28) C.
 - Clauses & Conditions identified in "Contract Documents"; d.
 - **Drawings and Specifications:** e.
 - Bid and Acceptance Form and related Appendix(s); and f.
 - 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-quidelines/standard-acquisition-clauses-and-conditions-manual/5/R
- 3. Tenders 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
 - Must be received before tender closing time C.

Due to the nature of the bid solicitation, bids transmitted by facsimile to CFIA will not be accepted.

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

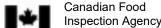
- 1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at Ashley.Bennett@inspection.gc.ca. Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than 2 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
- 2. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will examine the content of the enquiry and 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 MANDATORY SITE VISIT

There will be a site visit on October 25, 2023 at 10:00 a.m. Interested bidders are to meet at Ottawa Laboratory 1. (Fallowfield), 3851 Fallowfield Road, Ottawa, ON K2H 8P9; meet at the front entrance.

We are asking all interested bidders to confirm their attendance and provide the names of individuals attending the site visit. Please do so by email to the Contracting Authority (Ashley.Bennett@inspection.gc.ca) prior to the site visit date. Please limit the number of people to 1 or 2 persons per firm.

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- 2. The site visit for this project is **MANDATORY**. The representative of the Bidder must sign the Site Visit Attendance Sheet at the site visit. Bids submitted by Bidders who have not signed the attendance sheet will be rejected.
- 3. Safety Attire: In order to be guaranteed access to the site visit all persons should have the proper personal protection equipment (safety glasses, footwear, vests and hard hats etc.). Contractor's personnel/individuals who do not have the proper safety attire may be denied access to the site.

SI04 REVISION OF BID

A bid may be revised in accordance with GI10 of R2710T.

Option 1: BID SECURITY has already been submitted by mail – The email address for revisions is: cfia.bidreceipt-receptiondesoumission.acia@inspection.gc.ca

Attention: Ashley Bennett, Reference ITT # 2024-00258

Option 2: BID SECURITY has not been submitted by mail - The address for revisions is:

Canadian Food Inspection Agency (CFIA)

Shipping and Receiving 59 Camelot Drive

Ottawa, Ontario K1A 0Y9

Attention: National Procurement & Contracting Service Centre (NPCSC), Ashley Bennett

Reference of Solicitation Number: 2024-00258

SI05 SUBMISSION OF BID

Bid must be submitted only to the Canadian Food Inspection Agency (CFIA) Bid Receiving by the date, time and place indicated on page 1 of the bid solicitation.

Canadian Food Inspection Agency (CFIA) Shipping and Receiving

59 Camelot Drive

Ottawa, Ontario K1A 0Y9

Attention: National Procurement & Contracting Service Centre (NPCSC), Ashley Bennett

Reference of Solicitation Number: 2024-00258

SI06 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 emailing a request to Ashley.Bennett@inspection.gc.ca.

SI07 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

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

SI08 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
 - 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.

SI09 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.

SI10 CONSTRUCTION DOCUMENTS

*Attached separately

Attachment 1 - Mechanical Notes

Attachment 2 - Asbestos Abatement

SI11 INDUSTRIAL SECURITY RELATED REQUIREMENTS

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

SI12 LISTING OF SUBCONTRACTORS AND SUPPLIERS

R2710T, GI07 has been amended to the following.

GI07 (2022-01-28) Listing of Subcontractors and Suppliers

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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 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL

Buy and Sell

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

Canadian economic sanctions

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Bid Bond (form PWGSC-TPSGC 504)

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

Performance Bond (form PWGSC-TPSGC 505)

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

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

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

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Industrial Security Services

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

PWGSC, Code of Conduct and Certifications

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html

Declaration Form

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

Trade agreements

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

SI14 CONDITIONAL SET ASIDE

This procurement has been conditionally set aside under the federal government's Procurement Strategy for Indigenous Business (PSIB). The procurement is open to both Indigenous and non-Indigenous businesses. However, if two or more Indigenous businesses submit a bid, then the procurement is set aside under PSIB. In order to be considered under PSIB, a supplier must certify that it qualifies as an Indigenous business as defined under PSIB and that it will comply with all requirements of PSIB.

Suppliers must include the following certification if qualified as an Indigenous business under PSIB:

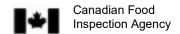
SI15 SET-ASIDE FOR INDIGENOUS BUSINESS

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

2. The Bidder:

- certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
- 3. The Bidder must check the applicable box below:
 - i. () The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
 - ii. () The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.
- 4. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
- 5. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

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

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

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

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

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CONTRACT DOCUMENTS (CD)

- 1. The following are the Contract Documents:
 - 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);
Allowab	le Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
Suppler	nentary Conditions		,
SC1	Compliance with on-site measures, standing		
		4040	(0004 44 00)

- e.
 - orders, policies, and rules 4013 (2021-11-29); SC2 Suspension of the work 4014 (2021-11-29);
- Any amendment issued or any allowable bid revision received before the date and time set for solicitation
- g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid: and
- h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual
- 3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS

The following security requirement (SRCL and related clauses) applies and form part of the Contract. The contractor and/or its employees must EACH maintain a valid RELIABILITY STATUS, issued by Public Services and Procurement Canada – Industrial Security Program and approved by the Canadian Food Inspection Agency.

The contractor and/or its employees MUST NOT remove any CLASSIFIED information or assets from the identified work site(s).

The contractor and/or its employees MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian Food Inspection Agency

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.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

BACKFLOW PREVENTER PROJECT

Ottawa Laboratory (Fallowfield), 3851 Fallowfield Road, Nepean, ON K2H 8P9

BA02 LEG	AL NAME AND	ADDRESS	OF BIDDE	R			
Legal Name							
Operating N	lame (if any):						
Address:							
Telephone:			Fax:			PBN:	
E-mail address:							
	ecurity Progran) (when require		n Number				
			nd comple	te the Work for	the above na	med proj	ect in accordance with the Bid
\$							excluding Applicable Taxe(s).
(amo	ount in numbers	5)					
The bid must BA05 ACC Upon accepta		wn for a perion D CONTRAC der's offer by	T Canada, a	binding Contra	act will be form	ned betw	elosing. een Canada and the Bidder. ct Documents (CD)" section.
BA06 CON	ISTRUCTION 1	ГІМЕ					
	or must perforr ete the Work by					ate of no	tification of acceptance of the
						ecurity R	Requirements of R2710T -
BA08 SIGN	IATURE						
Name and titl	le of person au	thorized to sig	gn on beha	lf of Bidder (Ty	pe or print)		
Signature					Date		

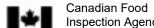
APPENDIX 1 - INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html dated 2016-04-04)

List of names: All Bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list
 of the names of all current directors or, for a privately owned corporation, the names of the owners of the
 corporation;
- Bidders Bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- Bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of Bids or Offers is completed, or has not been received in a procurement process or real property transaction where no Bid/Offer will be submitted, the Contracting Authority will inform the Bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a Bid or Offer non-responsive, or the Bidder otherwise disqualified for award of a contract or real property agreement.



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		
2		
3		
4		

APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES (page 1 of 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

- 1. To encourage employers to participate in apprenticeship training, Bidders, bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
- 2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. The Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
- 3. The Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. 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:

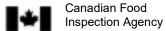
In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios * and to respect any hiring requirements prescribed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

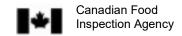


VOLUNTARY CERTIFICATION

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

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 Note:

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



ANNEX A - STATEMENT OF REQUIREMENTS

*Attached separately



ANNEX B - CERTIFICATE OF INSURANCE

(Not required at solicitation closing)

CERTIFICATE OF INSURANCE

Travaux publics et Services gouvernementaux Canada

Public Works and Government Services

Page 1 of 2

Description and Location of Worl BACKFLOW PREVENTER						Contract No. 2024-00258
Ottawa Laboratory (Fallow	rfield), 3851 Fallowfield I	Road, Nepea	n, ON K2H 8I	- 9		Project No. 2024-00258
Name of Insurer, Broker or Agen	t Address (No	o., Street)	City	Province	Postal C	Code
Name of Insured (Contractor)	Address (No	o., Street)	City	Province	Postal (Code
Additional Insured						
Her Majesty the Queen in Righ	t of Canada as represented b	y the Minister o	of Public Works	and Governmen	t Services	
Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y		Limits of Liab	•
Commercial General Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Umbrella/Excess Liability				\$	\$	\$
I certify that the above policie the applicable insurance cove coverage.						
Name of person authorized to sig	gn on behalf of Insurer(s) (Office	cer, Agent, Brok	er)			Telephone number
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.

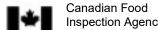
The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- Blasting. (a)
- Pile driving and caisson work. (b)
- Underpinning. (c)
- 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 (d) contractor.

The policy must have the following minimum limits:

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

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



ANNEX C - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (SAMPLE)

(This report is not required at bid deposit)

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

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

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

Number of apprentices hired	Trade

ANNEX D - CERTIFICATIONS AND ADDITIONAL INFORMATION

The Contractor must provide the required certification(s) and additional information to be awarded a contract.

The certification(s) provided by the Contractor to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a contractor in default if any certification made by the Contractor is found to be untrue whether made knowingly or unknowingly, during the contract period.

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

The Contractor must submit the following duly completed certifications as part of the contract.

1. Integrity Provisions

1.1 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 <u>Forms for the Integrity Regime</u> website (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</u>), to be given further consideration in the procurement process.

1.2 Complete List of Names of Board of Directors

In accordance with the <u>Ineligibility and Suspension Policy</u> (see Section 17 at http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) and General Conditions (SACC 2010A, Section 29), the Contractor must provide a list of the names of its Board of Directors (see Form 1), which will be used to verify conformance to the Integrity Provisions.

2. 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 FPS, proponents 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 proposals is completed, Canada will inform the Proponent 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 proposal nonresponsive.

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 Proponent a FPS in receipt of a pension? YES () NO ()

If so, the Proponent must provide the following information, for all FPS 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, proponents agree that the successful Proponent's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO()

If so, the Proponent 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.

3. **Indigenous Business Certification**

- The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in Annex 9.4 of the Supply Manual.
- The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
- Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

Owner Certification - Set-Aside for Indigenous Business

If requested by the Contracting Autho Indigenous:	rity, the Bidder must provide the following certification for each owner who is
I am an owner of the Supply Manual entitled "Requirem	(insert name of business), and an Indigenous person, as defined in Annex 9.4 or nents for the Set-aside Program for Indigenous Business".
I certify that the above statement is tru	ue and consent to its verification upon request by Indigenous Services Canada.
Printed name of owner	
Signature of owner	
Date	



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

ANNEX E

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VERIFIC - PART A - CONTRACT INFORMATION / PARTIE A	ATION DES EXIGENCES REL	LATIVES A LA SE ∎≡	ECURITE (LVERS)	
Originating Government Department or Organization			or Directorate / Direction génér	rale ou Direction
Ministère ou organisme gouvernemental d'origine	CFIA		CMB	
3. a) Subcontract Number / Numéro du contrat de sou	us-traitance 3. b) Name and	Address of Subcor	ntractor / Nom et adresse du so	ous-traitant
4. Brief Description of Work / Brève description du tra	ıvail			
Install backflow preventers on the v		ach building	on the campus	
metan baermen proventere en are i	rater manne that enter e	aon banang	on the campus.	
 a) Will the supplier require access to Controlled Go Le fournisseur aura-t-il accès à des marchandis 				No Yes Oui
5. b) Will the supplier require access to unclassified n		provisions of the To	ochnical Data Control	No Yes
Regulations?	military technical data subject to the	provisions of the re	Cillical Data Control	Non Oui
Le fournisseur aura-t-il accès à des données tec	chniques militaires non classifiées q	ui sont assujetties a	ux dispositions du Règlement	
sur le contrôle des données techniques?				
6. Indicate the type of access required / Indiquer le ty	pe d'accès requis			
6. a) Will the supplier and its employees require acce				No Yes
Le fournisseur ainsi que les employés auront-ils		des biens PROTEG	ES et/ou CLASSIFIES?	Non Oui
(Specify the level of access using the chart in Qu (Préciser le niveau d'accès en utilisant le tablea				
6. b) Will the supplier and its employees (e.g. cleaner		access to restricted	access areas? No access to	No Yes
PROTECTED and/or CLASSIFIED information of				Non V Oui
Le fournisseur et ses employés (p. ex. nettoyeur à des renseignements ou à des biens PROTÉG	rs, personnel d'entretien) auront-ils	accès à des zones	d'accès restreintes? L'accès	
6. c) Is this a commercial courier or delivery requirem		torise.		✓ No Yes
S'agit-il d'un contrat de messagerie ou de livrais		de nuit?		Non Oui
7. a) Indicate the type of information that the supplier	will be required to access / Indique	r le type d'informatio	on auquel le fournisseur devra	avoir accès
Canada	NATO / OTAN		Foreign / Étranger	
7. b) Release restrictions / Restrictions relatives à la		•	П	
No release restrictions	All NATO countries]	No release restrictions	
Aucune restriction relative à la diffusion	Tous les pays de l'OTAN		Aucune restriction relative à la diffusion	
Not releasable				
À ne pas diffuser				
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le	(e) nave :	Specify country(ies): / Précis	er le(s) navs :
Specify country(les). / Freciser le(s) pays .	Specify country(les). / Freciser le	(s) pays.	Specify country(les). / Frecis	er le(s) pays .
7. c) Level of information / Niveau d'information				
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A	
PROTÉGÉ A	NATO NON CLASSIFIÉ		PROTÉGÉ A	
PROTECTED B	NATO RESTRICTED		PROTECTED B	
PROTÉGÉ B	NATO DIFFUSION RESTREINTE		PROTÉGÉ B	
PROTECTED C	NATO CONFIDENTIAL		PROTECTED C	
PROTÉGÉ C	NATO CONFIDENTIEL		PROTÉGÉ C	
CONFIDENTIAL	NATO SECRET		CONFIDENTIAL	
CONFIDENTIEL SECRET	NATO SECRET COSMIC TOP SECRET		CONFIDENTIEL SECRET	
SECRET	COSMIC TOP SECRET		SECRET	
TOP SECRET	COOMIC TILE CLOTLET		TOP SECRET	
TRÈS SECRET			TRÈS SECRET	
TOP SECRET (SIGINT)			TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)			TRÈS SECRET (SIGINT)	
, , ,			, - · /	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä



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

DART A /o	free d) / DADTIE A (costs)										
	inued) / PARTIE A (suite) plier require access to PROTECTE	and/or CLASSIFIED COMSEC i	nformation or assets?		✓ No	Yes					
Le fournisse	eur aura-t-il accès à des renseignem			SIFIÉS?	Non L	Oui					
	ate the level of sensitivity: native, indiquer le niveau de sensibi	lité :									
	plier require access to extremely se eur aura-t-il accès à des renseignem				No Non	Yes Oui					
	s) of material / Titre(s) abrégé(s) du Number / Numéro du document :	matériel :									
PART B - PER	SONNEL (SUPPLIER) / PARTIE B										
10. a) Personn	el security screening level required	/ Niveau de contrôle de la sécurité	é du personnel requis								
\checkmark	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECRI TRÈS SECI							
	TOP SECRET – SIGINT NATO CONFIDENTIAL NATO SECRET COSMIC TOP SECRET TRÈS SECRET – SIGINT NATO CONFIDENTIEL NATO SECRET COSMIC TRÈS SECRET										
	SITE ACCESS ACCÈS AUX EMPLACEMENTS										
	Special comments: Commentaires spéciaux :										
	·										
	NOTE: If multiple levels of screening REMARQUE: Si plusieurs niveau	x de contrôle de sécurité sont requ		la sécurité doit être f	ourni.						
	creened personnel be used for port onnel sans autorisation sécuritaire p		lu travail?		No Non	Yes Oui					
	vill unscreened personnel be escorte ffirmative, le personnel en question				No Non	Yes Oui					
PART C - SAF	EGUARDS (SUPPLIER) / PARTIE	C - MESURES DE PROTECTION	N (FOURNISSEUR)								
	ON/ASSETS / RENSEIGNEME										
			0.5.5			- 1.7					
11. a) Will the premise	supplier be required to receive and s?	store PROTECTED and/or CLASS	SIFIED information or assets on	its site or	No Non	Yes Oui					
•	isseur sera-t-il tenu de recevoir et d	entreposer sur place des renseig	nements ou des biens PROTÉG	ÉS et/ou							
11. b) Will the	supplier be required to safeguard C	OMSEC information or assets?			✓ No □	∃Yes					
	isseur sera-t-il tenu de protéger des		OMSEC?		V Non	Oui					
PRODUCTIO	N										
11 c) Will the n	production (manufacture, and/or repai	r and/or modification) of PROTECT	ED and/or CLASSIFIED material	or equipment	□ No □	⊣Yes					
occur at	the supplier's site or premises?	,		, ,	Non	Oui					
	allations du fournisseur serviront-elles ASSIFIÉ?	à la production (fabrication et/ou ré	paration et/ou modification) de ma	atériel PROTEGE		_					
INFORMATIO	ON TECHNOLOGY (IT) MEDIA /	SUPPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATION (T	1)							
11. d) Will the s	supplier be required to use its IT syste	ems to electronically process, produ-	ce or store PROTECTED and/or (CLASSIFIED	✓ No □	Yes					
ínformat	ion or data?	, , , , , , , , , , , , , , , , , , ,			V Non	Oui					
	isseur sera-t-il tenu d'utiliser ses prop ements ou des données PROTÉGÉS		aiter, produire ou stocker électroni	quement des							
11. e) Will there	e be an electronic link between the su	pplier's IT systems and the governr	ment department or agency?		No	Yes					
•	ra-t-on d'un lien électronique entre le ementale?	système informatique du fournisseu	ur et celui du ministère ou de l'age	nce	V Non ∟	JOui					

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*	Government	Gouvernement
7	of Canada	du Canada

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

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	PRO	OTÉG	ED SÉ		SSIFIED ASSIFIÉ		NATO				COMSEC					
	Α	В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		OTECT ROTÉG		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	А	В	С	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

Renseignements / Biens													
Production													
IT Media / Support TI													
IT Link / Lien électronique													
12. a) Is the descript La description o									SIFIÉE?			No Non	Yes Oui
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier 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, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).													

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