

TENDER DOCUMENTS

SECTION 2 INSTRUCTIONS TO TENDERERS

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SECTION 2 INSTRUCTIONS TO TENDERERS

2.1 TENDER DOCUMENTS

2.1.1 The Tender Documents comprise:

2.1.1.1 The document entitled “*Notice to Contractors*” (Section 0);

2.1.1.2 The document entitled “*Notice of Contract Award*” (Section 1);

2.1.1.3 The document entitled “*Instructions to Tenderers*” (Section 2);

2.1.1.4 The document entitled “*Special Administrative Conditions*” (Section 3);

2.1.1.5 The document entitled “*Special Technical Conditions*” (Section 4);

2.1.1.6 The document entitled “*Standard Administrative Conditions*” (Section 5);

2.1.1.7 The subsections of the *Standard Technical Conditions* applicable to the work and listed in Section 4 *Special Technical Conditions* (Section 6);

2.1.1.8 The document entitled “*Terms of Payment*” (Section 7A);

2.1.1.9 The document entitled “*Standard Pay Items*” (Section 7B);

2.1.1.10 The document entitled “*General Conditions*” (Section 8);

2.1.1.11 The document entitled “*Labour Conditions*” (Section 9);

2.1.1.12 The document entitled “*Contract Security Conditions*” (Section 10);

2.1.1.13 The document entitled “*Insurance Conditions*” (Section 11);

2.1.1.14 The documents entitled “*Drawings*”;

2.1.1.15 The document entitled “*Tender Forms*”;

2.1.1.16 Any addenda issued prior to the deadline for receipt of tenders;

2.1.1.17 Any notice or minutes of meetings produced by the **Owner** and conveyed to the Tenderers prior to the deadline for receipt of tenders.

2.1.2 The documents mentioned in paragraphs 2.1.1.2 and 2.1.1.3 (Sections 1 and 2) and in paragraphs 2.1.1.6 to 2.1.1.13 (Sections 5 to 11) are reproduced on the website of The Jacques Cartier and Champlain Bridges Incorporated (www.JacquesCartierChamplain.ca), under the tab The Corporation/Calls for Tenders/Tender Documents – Standard Sections. These documents are incorporated by reference in the Tender Documents and form an integral part thereof as if they were formally reproduced therein.

2.1.3 The submission of a tender constitutes an assertion that the Tenderer has read all Tender Documents and accepts the conditions set forth therein.

2.2 TENDER

2.2.1 The Tenderer shall include the following with its tender:

2.2.1.1 Tender Forms, including the Price Table;

2.2.1.2 Tender security;

2.2.1.3 List of the subcontractors to whom the Tenderer intends to entrust any part of the work;

2.2.1.3.1 No subcontractor holding a limited licence within the meaning of the *Building Act* (CQLR c. B-1.1) that is listed in the *Register of Enterprises Ineligible for Public Contracts* (“Registre des entreprises non admissibles aux contrats publics, (RENA)”) within the meaning of the *Act respecting Contracting by Public Bodies* (CQLR c. C-65.1) or listed on the Ineligibility and Suspension List in accordance with the *Ineligibility and Suspension Policy* issued by Public Services and Procurement Canada can be included by the Tenderer in its list of subcontractors, failing which the Tenderer shall submit a revised list.

2.2.1.4 Authorization of signature of the tender;

2.2.1.5 “Notice of Compliance with Insurance Conditions” form.

2.2.2 The Tenderer shall submit a tender that is compliant with the requirements of the Tender Documents. However, the **Owner** may choose to overlook any irregularity, defect or default in a tender.

2.2.3 The tender shall be based on the drawings, specifications and other Tender Documents.

2.2.4 The tender shall be submitted on the Tender Forms provided by the **Owner** or on a clear and legible reproduction thereof, such reproduction to be identical in every respect to the Tender Forms provided by the **Owner**.

2.2.5 Any variation from the text printed on the Tender Forms may disqualify the tender.

2.2.6 The tender shall correctly provide all information required in the Tender Documents.

2.2.7 All parts of the Tender Forms shall be completed. Failure to provide the requested information may disqualify the tender.

2.2.8 Amendments, corrections, changes or erasures made to the Tenderer’s entries or figures on the Tender Forms shall be initialled by the signatory of the tender. Initials shall be original. Amendments, corrections, changes or erasures not so initialled will be considered invalid.

2.2.9 The tender shall be signed in accordance with the signing procedures stipulated herein, such signatures to be original.

- 2.2.10 Following receipt of the tenders, the Tenderer may be requested to submit to the **Owner**:
- 2.2.10.1 A copy of its contractor's licence showing the categories and subcategories required pursuant to the *Building Act* (CQLR c. B-1.1) or any other licence, permit, registration, attestation, declaration, filing or authorization allowing it to perform the work to which the Call for Tenders applies;
 - 2.2.10.2 Supporting documentation establishing that it has the financial resources, expertise and experience required to perform the work;
 - 2.2.10.3 Without restricting in any way its prerogatives under the *General Conditions*, the **Owner** reserves the right, in asking the Tenderer to provide proof of competence to perform the work, to reject its tender if it fails to provide, within twenty-four (24) hours of such request, evidence deemed satisfactory in terms of both form and provenance.
- 2.2.11 The information provided shall be clear, concise and complete.
- 2.2.12 Unless otherwise specified elsewhere in the Tender Documents, the **Owner** will not consider any alternative proposal, option or optional arrangement.
- 2.2.13 The Tenderer may submit its tender in one of Canada's two (2) official languages.

2.3 DOCUMENTS TO BE SUBMITTED WITH THE TENDER

- 2.3.1 In addition to the documents required in Article 2.2 *Tender*, the Tenderer shall provide, in accordance with Article 2.12.3:
- 2.3.1.1 when the Tenderer is incorporated: the complete list of names of all individuals who are currently directors of the Tenderer; or
 - 2.3.1.2 when the Tenderer submits a tender as sole proprietorship: the name of the owner.
- 2.3.2 The **Owner** reserves the right to reject any tender that is not accompanied by the documents required under Article 2.2 *Tender*. As for the failure to attach the document described in paragraphs 2.3.1.1 or 2.3.1.2, the Tenderer shall refer to Article 2.12.3.

2.4 REFERENCE DOCUMENTS

- 2.4.1 The Tender Documents, in particular the *Special Administrative Conditions* and the *Special Technical Conditions*, may invite or even require the Tenderer to consult certain reference documents. The Tenderer shall be vigilant in this matter and ensure that it does everything necessary to properly prepare its tender.
- 2.4.2 Where reference documents include drawings, the Tenderer shall note that such drawings have not been checked by the **Owner**. Further, some such drawings exist only on a reduced scale or in copies of poor quality, so that dimensions and other information may be difficult to read.
- 2.4.3 The **Owner** disclaims any liability toward the **Contractor** for reference documents, in particular with respect to their accuracy.

- 2.4.4 The Tenderer shall also note that at any time during the tendering period, it can consult all available construction drawings of the existing infrastructures at the **Owner's** offices, in which case the reserves mentioned in the foregoing paragraphs apply.

2.5 ADDENDA

- 2.5.1 During the tendering period, the **Owner** may make changes or additions to any part of the Tender Documents by way of addenda.
- 2.5.2 All addenda issued by the **Owner** will be conveyed to all those that have obtained Sections 0, 3 and 4 of the Tender Documents directly from "Merx" Private Tenders or directly from the **Owner**, as applicable. The Tenderer shall return an acknowledgment of receipt of said addenda by email at offres@picci.ca to the **Owner's** Procurement Advisor. Addenda become an integral part of the Tender Documents.

2.6 VERIFICATION OF TENDER DOCUMENTS

- 2.6.1 Upon receipt of the Tender Documents, the Tenderer shall ensure that it has obtained all the documents listed in Article 2.1 *Tender Documents* and that each document contains all the pages listed in the corresponding table of contents. The Tenderer shall also ensure that the drawings received match the list of drawings and advise the Procurement Advisor of any discrepancy by email without delay.
- 2.6.2 Any Tenderer that is uncertain of the exact intent of any part of Tender Documents may seek an explanation by writing to the Procurement Advisor. Provided that such queries are received at least three (3) working days before the deadline for receipt of tenders, they will be considered by the **Owner**. If any interpretation becomes necessary, the **Owner** will issue one or more addenda to the Tender Documents.
- 2.6.3 Any Tenderer that notices any error, omission or inaccuracy which, in its view, may lead to errors in the drafting of its tender, shall advise the Procurement Advisor in writing without delay. Failure to notify the **Owner** of any such error, omission or inaccuracy will not entail in cancellation of the Contract, nor release the **Contractor** from performance and completion of all or any part of the work to the Engineer's satisfaction, in accordance with the Contract documents and for the total agreed and set price. The **Contractor** shall remain bound to fulfill all of the obligations stipulated in the Contract documents and shall have no right to any damages or indemnity other than those specified in the said Contract documents, subject to the exception of additional work, for which written orders shall be given by the Engineer, where applicable.

2.7 KNOWLEDGE OF THE SITE AND LOCAL CONDITIONS

- 2.7.1 Before tendering, the Tenderer shall carefully examine all sites and access to which the Contract applies and shall inform itself on any local conditions that may have a bearing on performance of the work. The tender shall be prepared taking into account all facts, circumstances, states, situations or conditions that may have an impact on the performance or the cost of the work.
- 2.7.2 The Tenderer shall take note of any particularity likely to compromise the progress of the work or affect the safety or health of users and workers.

- 2.7.3 The Tenderer shall study all aspects of the work in order to properly assess, without being limited to, the following:
- 2.7.3.1 The nature and scope of the work to be performed;
 - 2.7.3.2 Difficulties in accessing work areas;
 - 2.7.3.3 Difficulties in performing the work, in particular work to be performed above traffic lanes and waterways, and near bicycle paths, where applicable;
 - 2.7.3.4 Access devices and equipment needed, such as scaffolding, suspended walkways, enclosures, protection structures, devices for illuminating the work area and the inside of enclosures and shelters;
 - 2.7.3.4.1 If the **Contractor** wishes to install its scaffolding, enclosures, platforms and other access devices by waterway, it shall particularly check the resulting difficulties in accessing the work areas. The **Contractor** shall ensure that the water in the river and La Prairie Basin is deep enough for transportation by barge on the waterway. The **Contractor** shall expect fluctuation in the water level. Further, the **Contractor** shall access the work areas without interfering with traffic on the bridge, maritime traffic and vehicle, cycle or pedestrian traffic on the St. Lawrence Seaway dike. The **Contractor** shall contact the Canadian Coast Guard (Fisheries and Oceans Canada) and the St. Lawrence Seaway Management Corporation (SLSMC) during the tender period for any information regarding the authorizations needed to use the waterways.
 - 2.7.3.5 The location of public utilities or other services owned by the **Owner** or third parties (including walkways and manholes for access) and equipment needed to operate the bridge (including existing access devices and platforms), such as surveillance cameras, lane control signals, signs, lamp posts and electrical equipment;
 - 2.7.3.6 Walkways and other access facilities needed to reach the work areas without interfering with traffic (vehicle, cycle and pedestrian);
 - 2.7.3.7 Requirements for signage and traffic control for vehicles, pedestrians and cyclists;
- 2.7.4 All Tenderers shall visit the work site. Three (3) types of site visits (Type A, B or C) have been established by the **Owner** for its construction contracts, according to the nature of the work involved, and are described in Appendix 2-I.
- 2.7.4.1 The Tenderer shall refer to the *Notice to Contractors* (Section 0) regarding the type of site visit applicable to this Contract and the date and time of this (these) visit(s).
 - 2.7.4.2 The **Owner** will not provide any information verbally and will not answer any questions during this (these) visit(s). The **Owner** disclaims all liability for any information that could have been conveyed verbally by any person whatsoever, regardless of context or circumstances.

- 2.7.5 If, in the course of inspecting the site and local conditions, facts, circumstances, states, situations or conditions are detected by the Tenderer that are not consistent with the information contained in the Tender Documents, these findings shall be promptly reported in writing to the Procurement Advisor, failing which the provisions of paragraph 2.6.3 of Article 2.6 *Verification of Tender Documents* will apply.
- 2.7.6 When the work under the Contract concerns the Jacques Cartier Bridge, the Tenderer shall, during the tendering period, check with the relevant authorities of the City of Montreal the requirements and conditions relating to the use of access roads and adjacent land belonging to the City of Montreal, especially with respect to the particularities of access and permissible loads on the roads located on île Sainte-Hélène and île Notre-Dame and on the bridges that connect them, since all heavy traffic requires prior approval from the City of Montreal.
- 2.7.7 When the work under the Contract concerns the Jacques Cartier Bridge, the Tenderer shall, during the tendering period, check with the relevant authorities of the City of Montreal the requirements and conditions relating to the safety during the work, especially during the installation and dismantling of enclosures and other access devices on the City of Montreal property, as applicable.
- 2.7.8 Notwithstanding the provisions of Article 6.14.4.3 *Authorized Lane Closures*, the **Owner** may, under exceptional circumstances, be required to refuse a request by the **Contractor** for lane closure if such closure is incompatible with other work planned on the structure. The **Contractor** will not, however, be entitled to any financial compensation as a result of such refusal.

2.8 REQUESTS FOR INFORMATION, NOTICES AND OTHER COMMUNICATIONS

- 2.8.1 Any request for information, notices and other communications concerning the drafting of tenders, tendering procedure or Tender Documents shall be made in writing and directed to the attention of the Procurement Advisor at the following address:

*THE JACQUES CARTIER AND CHAMPLAIN BRIDGES INCORPORATED
1225 Saint Charles Street West, Suite 500
Longueuil, Quebec J4K 0B9
Attention: Procurement Advisor
Email: offres@pjcci.ca*

- 2.8.2 Any request for information shall be received at least three (3) working days before the deadline for receipt of tenders. All additional information will be communicated as addendum to all enterprises that have obtained Sections 0, 3 and 4 of the Tender Documents directly from “Merx” Private Tenders or directly from the **Owner**, as applicable.
- 2.8.3 The **Owner** does not intend to provide any information verbally. Therefore, the **Owner** disclaims all liability for any information conveyed verbally, regardless of context or circumstances.

2.9 SIGNATURE OF TENDER

- 2.9.1 The authorized signatory shall sign on the signature page of the Tender Forms. The signatory's name and title shall be entered in block letters or printed in the appropriate space.
- 2.9.2 The Tenderer shall confirm signing authority by appending to the tender a certified true copy of the resolution naming the authorized signatory, following the model corporate resolution included in the Tender Forms.

2.10 TENDER SECURITY REQUIREMENTS

- 2.10.1 The Tenderer shall append to its tender a tender security in the form of either:
- 2.10.1.1 A certified cheque drawn on a member of the Canadian Payments Association or on a local credit union affiliated with a central credit union that is a member of the Canadian Payments Association, made to the order of the **Owner** for an amount not less than ten percent (10%) of the estimated amount of the tender, or \$25,000 plus five percent (5%) of the amount by which the estimated amount of the tender exceeds \$250,000; or
- 2.10.1.2 A bid bond posted by an approved surety, for an amount not less than ten percent (10%) of the estimated amount of the tender.

2.11 DELIVERY OF TENDER

- 2.11.1 The Tenderer shall submit its tender (and accompanying documents) in an envelope large enough to hold the original and copies of the tender and append the label provided with the Tender Forms. The Tenderer shall ensure that the envelope is properly sealed and that the Tenderer's name and Call for Tenders' number appear on the envelope.
- 2.11.2 The tenders shall reach the **Owner's** offices no later than the time and date indicated in the *Notice to Contractors* at the one and only address indicated in paragraph 2.8.1.
- 2.11.2.1 No tenders received after the date and time set for receipt of tenders will be accepted. The Tenderer shall therefore ensure that it sends its tender with sufficient lead time to reach the Procurement Advisor before the deadline set for receipt of tenders.
- 2.11.2.2 The time and date of receipt of a tender shall be deemed to be the date and time indicated by the stamp affixed by the **Owner** on the envelope containing the tender.
- 2.11.2.3 Tenders received earlier than the date and time set for receipt of tenders may be withdrawn or replaced before the date and time set.
- 2.11.2.4 No tenders wholly or partially transmitted by facsimile or other electronic medium will be accepted.

2.11.2.5 The Tenderer shall ensure that all documents have been signed by the persons duly authorized to do so.

2.12 INTEGRITY PROVISIONS – TENDER

2.12.1 Definitions

2.12.1.1 For the purposes of this Article 2.12 relating to integrity, the following definitions apply:

2.12.1.1.1 “Affiliate”:

2.12.1.1.1.1 Person, including, without however being limited to, parent companies, subsidiaries, whether or not wholly or partially owned, as well as a Senior Officer;

2.12.1.1.1.2 one Person is an Affiliate of another Person if:

2.12.1.1.1.2.1 one Person is controlled by the other Person;

2.12.1.1.1.2.2 both Persons are controlled by a third Person;

2.12.1.1.1.2.3 both Persons are under common control;

2.12.1.1.1.2.4 each Person is controlled by a third Person and the third Person by whom one Person is controlled is affiliated with the third Person by whom the other Person is controlled;

2.12.1.1.1.3 indicia of control, whether direct or indirect, exercised or not, include, but are not limited to, common management, common ownership, identity of interests (often found in members of the same family), shared facilities and equipment or common use of employees;

2.12.1.1.1.4 an Affiliate may also exist in instances of an amalgamation or merger. Where at any time two or more corporations (in this provision referred to as the “predecessors”) amalgamate or merge to form a new corporation, the new corporation and any predecessor are deemed to have been affiliated with each other where they would have been affiliated with each other immediately before the amalgamation or merger if:

2.12.1.1.1.4.1 the new corporation had existed immediately before the amalgamation or merger;

2.12.1.1.1.4.2 the Persons who were the shareholders of the new corporation immediately after that time had been the shareholders of the new corporation immediately before the amalgamation or merger.

2.12.1.1.2 “Senior Officer”:

2.12.1.1.2.1 representative who plays an important role in the establishment of an organization’s policies or is responsible for managing an important aspect of the organization’s activities and, in the case of a body corporate, includes a director, its chief executive officer and its chief financial officer.

2.12.1.1.3 “Control”:

2.12.1.1.3.1 direct control, such as where:

2.12.1.1.3.1.1 a Person controls a body corporate if securities of the body corporate to which are attached more than 50 per cent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the Person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;

2.12.1.1.3.1.2 a Person controls a corporation that is organized on a cooperative basis if the Person and all of the entities controlled by the Person have the right to exercise more than 50 per cent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;

2.12.1.1.3.1.3 a Person controls an unincorporated entity, other than a limited partnership, if more than 50 per cent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that Person and the Person is able to direct the business and affairs of the entity;

2.12.1.1.3.1.4 the general partner of a limited partnership controls the limited partnership;

2.12.1.1.3.1.5 a Person controls an entity if the Person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.

2.12.1.1.3.2 deemed control, such as where:

2.12.1.1.3.2.1 A Person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by that entity.

2.12.1.1.3.3 indirect control, such as where:

2.12.1.1.3.3.1 a Person is deemed to control, within the meaning of paragraphs 2.12.1.1.3.1 or 2.12.1.1.3.2, an entity where the aggregate of:

2.12.1.1.3.3.1.1 any securities of the entity that are beneficially owned by that Person;

2.12.1.1.3.3.1.2 any securities of the entity that are beneficially owned by any entity controlled by that Person,

is such that, if that Person and all of the entities referred to in paragraph 2.12.1.1.3.3.1.2 that beneficially own securities of the entity were one Person, that Person would control the entity.

2.12.1.1.4 "Person":

2.12.1.1.4.1 includes, but is not limited to, individuals, organizations, bodies corporate, societies, companies, firms, partnerships and associations of Persons.

2.12.2 Statement

2.12.2.1 The Tenderer shall be eligible to be awarded the Contract pursuant to this Article 2.12 relating to integrity, which is rooted, with some modifications, in the *Ineligibility and Suspension Policy* issued by Public Services and Procurement Canada (hereinafter "PSPC") and available at the following website: <https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>. The Tenderer shall further comply with the excerpts from the *Code of Conduct for Procurement* issued by PSPC and attached in Appendix 2-II. In addition, the Tenderer shall respond to the Call for Tenders in an honest, fair and comprehensive manner, account for its capacity to satisfy the requirements stipulated in the Tender Documents and submit a tender only if it is able to fulfill all obligations of the Contract.

2.12.2. By submitting a tender, the Tenderer certifies that it understands that, in order to ensure the fairness, openness and transparency in the procurement process, the commission of certain acts or offences and the fact of having pleaded guilty to or having been convicted of certain offences will render it ineligible to be awarded the Contract. The Tenderer further confirms that it is not aware of any determination of ineligibility or suspension rendered by PSPC with respect to itself or one of its Affiliates. The **Owner** will declare non-responsive any tender in respect of which the information requested is missing or inaccurate, or if the **Owner** finds that the information in relation to the certifications is found by the **Owner** to be untrue in any respect, at the time of Contract award. If it is determined, after Contract award, that the Tenderer made a false declaration, the **Owner** will have the right to take the work out of the **Contractor's** hands, for default.

2.12.3 List of Names

- 2.12.3.1 The Tenderer that is a corporate entity, including the Tenderer tendering as a joint venture, shall provide with its tender a complete list of names of all individuals who are currently directors of the Tenderer. The Tenderer submitting a tender as sole proprietorship, including the tenderer tendering as a joint venture, shall provide with its tender the name of the owner or owners. The Tenderer submitting a tender as a society, firm or association of Persons does not need to provide a list of names.
- 2.12.3.2 If the required list has not been provided with the tender, the **Owner** will inform the Tenderer of a time frame within which to provide the information. Failure to provide these names within the time period provided will result in the tender being rejected. Providing the required names is a mandatory requirement for Contract award.
- 2.12.3.3 The Tenderer shall diligently inform the **Owner**, in writing, of any changes in the list of the names of the directors at any time prior to Contract award as well as during the term of the Contract.

2.12.4 Request for Additional Information

- 2.12.4.1 By submitting a tender, the Tenderer certifies that it is aware, and that its Affiliates are aware, that the **Owner** may request additional information and certifications proving identity or eligibility. The **Owner** may also verify all the information provided by the Tenderer, including the information relating to the convictions for certain offences and to any conditional or absolute discharges specified in this Article 2.12 relating to integrity, through independent research, including by contacting third parties. Failure to provide the requested information within the required timeframe or failure to cooperate during the verification process will result in the tender being rejected.

2.12.5 Lobbying Act

- 2.12.5.1 By submitting a tender, the Tenderer certifies that in the three (3) years preceding the submission of the tender, neither the Tenderer nor any of the Tenderer's Affiliates have been convicted of or pleaded guilty to an offence pursuant to paragraph 14(1), with respect to sections 5 or 7 of the *Lobbying Act* (R.S.C., 1985, c. 44 (4th Supp.)).

2.12.6 Canadian Offences Resulting in the Incapacity to enter into a Contract with Her Majesty

- 2.12.6.1 By submitting a tender, the Tenderer certifies:
- 2.12.6.1.1 that neither the Tenderer nor any of the Tenderer's Affiliates have been convicted of or pleaded guilty to an offence under any of the following provisions, which would result in a legal incapacity to enter into a contract with Her Majesty as defined by paragraph 750 (3) of the *Criminal Code of Canada* (R.S.C., 1985, c. C-46) and for which they have not received pardon or obtained discharge in accordance with paragraph 2.12.12 *Canadian Pardons and Discharges*:

- 2.12.6.1.1.1 subsection 80(1)d (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act* (R.S.C., 1985, c. F-11); or
- 2.12.6.1.1.2 section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or purchasing office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code* (R.S.C., 1985, c. C-46); or
- 2.12.6.1.2 that the Tenderer has not been convicted of or pleaded guilty to an offence under the provisions of paragraph 2.12.6.1.1 and has not directed, influenced, authorized, acquiesced in, assented to or participated in the commission or omission of the acts or offences that would render the Tenderer's Affiliate ineligible to be awarded the Contract in accordance with paragraph 2.12.6.1.1.

2.12.7 Canadian Offences

2.12.7.1 By submitting a tender, the Tenderer certifies:

- 2.12.7.1.1 that neither the Tenderer nor any of the Tenderer's Affiliates have, in the three (3) years preceding the submission of the tender, been convicted of or pleaded guilty to an offence under any of the following provisions that would render them ineligible to be awarded the Contract pursuant to this Article 2.12 relating to integrity and for which they have not received pardon or obtained discharge in accordance with paragraph 2.12.12 *Canadian Pardons and Discharges*:
 - 2.12.7.1.1.1 section 119 (*Bribery of judicial officers, etc.*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*), or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code* (R.S.C., 1985, c. C-46); or
 - 2.12.7.1.1.2 section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), or section 53 (*Deceptive notice of winning a prize*) of the *Competition Act* (R.S.C., (1985), c. C-34); or
 - 2.12.7.1.1.3 section 239 (*False or deceptive statements*) of the *Income Tax Act* (R.S.C., 1985, c. 1 (5th Supp.)); or
 - 2.12.7.1.1.4 section 327 (*False or deceptive statements*) of the *Excise Tax Act* (R.S.C., 1985, c. E-25); or

- 2.12.7.1.1.5 section 3 (*Bribing a foreign public official*), section 4 (*Accounting*) or section 5 (*Offence committed outside Canada*) of the *Corruption of Foreign Public Officials Act* (S.C., 1998, c. 34); or
- 2.12.7.1.1.6 section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*) or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act* (S.C., 1999, c. 19); or
- 2.12.7.1.2 that the Tenderer has not been convicted of or pleaded guilty to an offence under the provisions of paragraph 2.12.7.1.1 and has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render the Tenderer's Affiliate ineligible to be awarded the Contract in accordance with paragraph 2.12.7.1.1.

2.12.8 Foreign Offences

- 2.12.8.1 By submitting a tender, the Tenderer certifies:
 - 2.12.8.1.1 that neither the Tenderer nor any of the Tenderer's Affiliates have, in the three (3) years preceding the submission of the tender, been convicted of or pleaded guilty to an offence or held responsible for an act in a jurisdiction other than Canada that would, in the **Owner's** opinion, be similar to an offence described in paragraphs 2.12.5 *Lobbying Act*, 2.12.6 *Canadian Offences Resulting in the Incapacity to enter into a Contract with Her Majesty* and 2.12.7 *Canadian Offences*, and for which they have not received pardon or obtained discharge in accordance with paragraph 2.12.13 *Canadian Pardons and Discharges* and that:
 - 2.12.8.1.1.1 the court before which the Tenderer or the Tenderer's Affiliates appeared acted within the court's jurisdiction;
 - 2.12.8.1.1.2 the Tenderer or the Tenderer's Affiliates appeared during the court's proceedings or submitted to the court's jurisdiction;
 - 2.12.8.1.1.3 the court's decision was not obtained by fraud; and
 - 2.12.8.1.1.4 the Tenderer or the Tenderer's Affiliates were entitled to present to the court every defence that the Tenderer or the Tenderer's Affiliates would have been entitled to present had the proceeding been tried in Canada; or
 - 2.12.8.1.2 that the Tenderer has not been been convicted of or pleaded guilty to an offence or held responsible for an act listed in the provisions described in paragraph 2.12.8.1.1 and has not directed, influenced, authorized, acquiesced in, assented to or participated in the commission or omission of the acts or offences that would render the Tenderer's Affiliate ineligible to be awarded the Contract in accordance with paragraph 2.12.8.1.1.

2.12.9 Ineligibility for Contract Award

- 2.12.9.1 The Tenderer certifies that it understands that if the Tenderer or any of the Tenderer's Affiliates has been convicted of or pleaded guilty to an offence or held responsible for an act as described in paragraphs 2.12.5 *Lobbying Act*, 2.12.6 *Canadian Offences Resulting in the Incapacity to enter into a Contract with Her Majesty*, 2.12.7 *Canadian Offences* or 2.12.8 *Foreign Offences*, the Tenderer will be ineligible to be awarded the Contract, subject to a public interest exception.
- 2.12.9.2 The Tenderer certifies that it understands that it will also be ineligible to be awarded the Contract if the Tenderer is listed on the Ineligibility and Suspension List in accordance with the *Ineligibility and Suspension Policy* issued by PSPC at any time before Contract award.

2.12.10 Declaration Form

- 2.12.10.1 Where a Tenderer is unable to certify that the Tenderer or one of its Affiliates has not been convicted of or pleaded guilty to an offence or held responsible for an act as described in paragraphs 2.12.5 *Lobbying Act*, 2.12.6 *Canadian Offences Resulting in the Incapacity to enter into a Contract with Her Majesty*, 2.12.7 *Canadian Offences* or 2.12.8 *Foreign Offences*, the Tenderer shall complete the *Declaration Form* attached in Appendix 2-III, which shall be submitted with its tender so that it is not rejected.
- 2.12.10.2 Where a Tenderer is unable to certify that the Tenderer or one of its Affiliates is not the subject of any determination of ineligibility or suspension rendered by PSPC, the Tenderer shall complete the relevant section of the *Declaration Form* attached in Appendix 2-III, which shall be submitted with its tender so that it is not rejected.

2.12.11 Period of Ineligibility

- 2.12.11.1 For all offences referenced under paragraph 2.12.6 *Canadian Offences Resulting in the Incapacity to enter into a Contract with Her Majesty* for which the Tenderer or any of the Tenderer's Affiliates has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract with the **Owner** is indefinite, subject to paragraph 2.12.12 *Canadian Pardons and Discharges*.

2.12.12 Canadian Pardons and Discharges

- 2.12.12.1 The Tenderer will be eligible to be awarded the Contract, notwithstanding the commission of an act or offence or the fact of having pleaded guilty to or having been convicted of certain offences that give rise or could give rise to an ineligibility to be awarded the Contract under this Article 2.12 relating to integrity if the Tenderer or any of the Tenderer's Affiliates:
- 2.12.12.1.1 has been granted an absolute discharge in respect of the offence, or a conditional discharge in respect of the offence and those conditions have been satisfied;

- 2.12.12.1.2 has been granted a pardon under Her Majesty's royal prerogative of mercy;
- 2.12.12.1.3 has been granted a pardon under section 748 of the *Criminal Code* (R.S.C., 1985, c. C-46);
- 2.12.12.1.4 has received a record of suspension ordered under the *Criminal Records Act* (R.S.C., 1985, c. C-47);
- 2.12.12.1.5 has been granted a pardon under the *Criminal Records Act* (R.S.C., 1985, c. C-47) – as that Act read immediately before the day section 165 of the *Safe Streets and Communities Act* came into force (S.C., 2012, c. 1).

2.12.13 Foreign Pardons and Discharges

- 2.12.13.1 The Tenderer will be eligible to be awarded the Contract, notwithstanding the commission of a foreign act or offence or the fact of having pleaded guilty to or having been convicted of certain foreign offences that give rise or could give rise to an ineligibility to be awarded the Contract, if the Tenderer or any of the Tenderer's Affiliates benefited from foreign measures that the **Owner** considers to be similar in nature to the Canadian pardon or to the conditional or absolute discharge, record suspension or restoration of the rights by the Governor in Council.

2.12.14 Measures Put in Place

- 2.12.14.1 In cases where the conviction or guilty plea of the Tenderer, or any Affiliate, that would have rendered the Tenderer ineligible dates back more than three (3) years, or if the Tenderer has, in the past, been listed on the Ineligibility and Suspension List in accordance with the *Ineligibility and Suspension Policy* issued by PSPC, the Tenderer shall also certify, for itself and its Affiliates, that measures have been diligently put in place to prevent the recurrence of such convictions or wrongdoing.

2.12.15 Subcontractors

- 2.12.15.1 By submitting a tender, the Tenderer certifies that the contracts entered into with its subcontractors include provisions relating to integrity that are similar to those imposed in this Article 2.12 relating to integrity, and that its subcontractors comply thereto.

2.12.16 Public Interest Exception

- 2.12.16.1 The Tenderer certifies that:
 - 2.12.16.1.1 unless it is ineligible to be awarded the Contract under paragraph 2.12.6 *Canadian Offences Resulting in the Incapacity to enter into a Contract with Her Majesty*, the **Owner** may, in its sole discretion, award the Contract to the Tenderer that has been convicted of or pleaded guilty to an offence or held responsible for an act, or whose Affiliate has been convicted of or pleaded guilty to an offence or held responsible for an act, as described in paragraphs 2.12.5 *Lobbying Act*, 2.12.7 *Canadian Offences* and 2.12.8 *Foreign Offences*, if the **Owner** considers that it is necessary to do so in the public interest, for reasons that may include, without limitation:

- 2.12.16.1.1.1 Emergency;
- 2.12.16.1.1.2 No one else is capable of performing the Contract;
- 2.12.16.1.1.3 Economic damage;
- 2.12.16.1.1.4 National security;
- 2.12.16.1.1.5 Health or safety.

2.13 REJECTION OF TENDER

2.13.1 The **Owner** does not bind itself to accept any tender, even the lowest.

2.13.2 Without limiting the general scope of paragraph 2.13.1, the **Owner** may reject any tender based on an unfavourable assessment of any of the following factors:

2.13.2.1 Adequacy of the tendered price to permit the work to be carried out and, in case of a tender providing unit prices or a combination of lump sums and unit prices, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;

2.13.2.2 Tenderer's ability to provide the necessary management structure, skilled personnel, experience and equipment needed to perform competently the work under the Contract;

2.13.2.3 Tenderer's performance under other contracts.

2.13.3 In assessing the Tenderer's performance under other contracts pursuant to paragraph 2.13.2.3, the **Owner** may, without being limited to, consider such matters as:

2.13.3.1 Quality of workmanship in performing the work;

2.13.3.2 Timeliness of completion of the work;

2.13.3.3 The overall management of the **Contractor's** work and its effects on the level of effort demanded of the **Owner** and / or the **Owner's** representatives.

2.13.4 Without limiting the generality of paragraph 2.13.1, the **Owner**, at its discretion, may reject a tender in any of the following cases:

2.13.4.1 The Tenderer is bankrupt or, for whatever reason, its activities are rendered inoperable for an extended period;

2.13.4.2 Evidence, satisfactory to the **Owner**, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination has been received with respect to the Tenderer, any of its employees or any subcontractor included as part of its tender; or

- 2.13.4.3 Evidence satisfactory to the **Owner** that, based on past conduct or behavior, the Tenderer, a subcontractor or a person designated to perform the work is not suitable or has conducted itself improperly;
- 2.13.4.4 The tendering privileges of the Tenderer are suspended or are in the process of being suspended.
- 2.13.4.5 With respect to current or prior transactions with the **Owner**:
- 2.13.4.5.1 The **Owner** has exercised, or intends to exercise, the contractual remedy of taking the work out of the **Contractor**'s hands with respect to a contract with the Tenderer, any of its employees or any subcontractor included as part of its tender; or
- 2.13.4.5.2 The **Owner** determines that the Tenderer's performance under other contracts, including the efficiency and quality of the work performed, and the extent to which the Tenderer complies or has complied with contractual clauses and conditions in performing the work, is or was unsatisfactory.
- 2.13.5 The tender of a Tenderer holding a limited licence within the meaning of the *Building Act* (CQLR c. B-1.1) or that is named in the *Register of enterprises ineligible for public contracts* ("Registre des entreprises non admissibles aux contrats publics, (RENA)") within the meaning of the *Act respecting Contracting by Public Bodies* (CQLR c. C-65.1) at any time prior to Contract award will be rejected.
- 2.13.6 The tender of a Tenderer that is listed on the Ineligibility and Suspension List in accordance with the *Ineligibility and Suspension Policy* issued by PSPC at any time prior to Contract award will be rejected.
- 2.13.7 Anti-Avoidance Provisions
- 2.13.7.1 Without limiting the generality of paragraph 2.13.1, the **Owner** may, at its discretion, reject the tender of a Tenderer that is successor to a company that would be ineligible to be awarded the Contract under Article 2.12 *Integrity Provisions – Tender* if, in the opinion of the **Owner**, the succession occurred for the purpose of avoiding the ineligibility arising from said Article 2.12.
- 2.13.7.1.1 Where, after a corporate entity is convicted of an offence listed in Article 2.12 *Integrity Provisions – Tender* or after the corporate entity is listed on the Ineligibility and Suspension List issued by PSPC, said corporate entity or corporate family to which the corporate entity belongs (including the parent companies, intermediate corporate entities, subsidiaries and Affiliates) undergoes a corporate restructuring (including, without limitation, a merger, amalgamation, acquisition, takeover, sell-off, spin-off, divestiture and consolidation) with the purpose, among other things, of avoiding the ineligibility arising from Article 2.12, the **Owner** may, at its discretion, reject the tender of the Successor Tenderer.

2.14 PERIOD OF VALIDITY OF TENDERS

2.14.1 Tenders are valid for ninety (90) days from the deadline set for receipt of tenders. However, the **Owner** reserves the right to extend this period up to one hundred and twenty (120) days. In such a case, the **Owner** will notify the Tenderer of the extension within the first ten (10) days following the tender closing date.

2.15 COMPLIANCE WITH APPLICABLE LEGISLATION

2.15.1 By submitting a tender, the Tenderer certifies that it has the legal capacity to enter into a contract in accordance with all federal, provincial and municipal legislation that apply to the submission of the tender and, subsequently, to the execution of the Contract.

2.15.2 In order to verify compliance with the requirements listed in paragraph 2.15.1, the Tenderer shall, upon request, provide a copy of any valid licence, permit, registration, certificate, declaration, filing or other authorization specified in the request, within the time period provided for submission of these documents.

2.15.3 Failure to meet the above requirements may entail rejection of the tender.

2.16 APPROVAL OF ALTERNATIVE MATERIALS

2.16.1 In cases where materials are specified by a name or trademark or the name of the manufacturer or supplier, the tender shall be based on the use of the designated materials. During the tendering period, the **Owner** may consider alternative materials as per the following conditions:

2.16.1.1 The request for alternatives must be submitted in writing to the **Owner's** Procurement Advisor address indicated in paragraph 2.8.1 at least five (5) working days before the deadline for receipt of tenders;

2.16.1.2 The request for alternatives must include, without being limited to, the following information:

2.16.1.2.1 Reasons for the request for alternatives;

2.16.1.2.2 Detailed technical description;

2.16.1.2.3 Manufacturer's name;

2.16.1.2.4 Trade name;

2.16.1.2.5 Reference to specifications and drawings;

2.16.1.2.6 Compliance with relevant standards;

2.16.1.2.7 Technical advantages;

2.16.1.2.8 Applicable test and trial results.

2.16.2 The acceptance of a request for alternatives submitted by a Tenderer, as applicable, will be communicated as an addenda to all those that have obtained Sections 0, 3 and 4 of the Tender Documents directly from "Merx" Private Tenders or directly from the **Owner**, as the case may be.

2.17 PERFORMANCE EVALUATION

- 2.17.1 The Tenderer shall note that the **Owner** will evaluate the performance of the **Contractor** during the execution of the work and at the time of completion. This evaluation will focus on the quality of the work, adherence to deadlines and overall management of the work by the **Contractor** in terms of the level of effort demanded of the **Owner** and its representatives in the administration of the Contract.
- 2.17.2 The "Performance Evaluation" Form, attached in Appendix 2-IV, will be used to evaluate the performance of the **Contractor**.

2.18 FREE COMPETITION

- 2.18.1 No Tenderer shall contact another Tenderer about, or discuss its tender with another Tenderer. All tenders shall be submitted without any knowledge of another Tenderer's tender and free of any agreement or arrangement with another Tenderer.
- 2.18.2 These obligations extend to a Tenderer's employees, agents or representatives. Each Tenderer is responsible for ensuring that its conduct and participation in the Call for Tenders are characterized by good faith and in the absence of any collusion or fraud.

2.19 CONFLICT OF INTEREST – UNFAIR ADVANTAGE

- 2.19.1 No Tenderer shall participate nor have any direct or indirect interest in the tender of any other tenderer.
- 2.19.2 In order to protect the integrity of the procurement process, the Tenderer is advised that the **Owner** may reject a tender in the following circumstances:
- 2.19.2.1 If the Tenderer, any of its subcontractors, or any of their respective employees or former employees was involved in any manner in the preparation of the Call for Tenders or in any situation of conflict of interest or appearance of conflict of interest;
- 2.19.2.2 If the **Owner** considers that the Tenderer, any of its subcontractors, any of their respective employees or former employees had access to information related to the Call for Tenders that was not available to other Tenderers and that would, in the **Owner's** opinion, give or appear to give the Tenderer an unfair advantage.
- 2.19.3 The experience acquired by the Tenderer who is providing or has provided the goods and services described in the Call for Tenders (or similar goods or services) will not, in itself, be considered by the **Owner** as conferring an unfair advantage or creating a conflict of interest. Said Tenderer remains however subject to the criteria established above.
- 2.19.4 The Tenderer who is in doubt about a particular situation should contact the **Owner** before the closing date of the Call for Tenders. By submitting a tender, the Tenderer certifies that it is not in conflict of interest and does not have an unfair advantage. The Tenderer acknowledges that it is within the **Owner's** sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

2.20 FALSE OR MISLEADING INFORMATION

- 2.20.1 The **Owner**, at its sole discretion, may check any information provided by a Tenderer in its tender or in connection with the Call for Tenders.
- 2.20.2 The **Owner** reserves the right to reject the tender of any Tenderer who, in its tender or in connection with the Call for Tenders, provides false or misleading information.

2.21 UNDERSTANDING OF THE CONTRACT

- 2.21.1 The Tenderer has sole responsibility for ensuring that it has all the information it needs to prepare and submit a tender. Accordingly, the Tenderer shall ensure that it fully understands the Contract, conditions of its performance and any other matters that may affect the performance of the work, in particular in terms of quality, cost and duration.

2.22 TENDERING COSTS

- 2.22.1 The Tenderer shall bear all costs, disbursements or expenses that it may incur in connection with the preparation of its tender or during the tender analysis period.
- 2.22.2 The **Owner** is not liable for such costs, disbursements or expenses nor for reimbursement of any costs incurred, regardless of nature or the circumstances, including, without being limited to, cases of rejection of one or more or all tenders, cancellation of the Call for Tenders or cancellation of the project.

2.23 CONFIDENTIALITY

- 2.23.1 No Tenderer may disclose to any person not directly involved in preparing and submitting its tender any information related to the tender without the **Owner's** prior written consent.

2.24 OWNERSHIP OF DOCUMENTS AND COPYRIGHT

- 2.24.1 All documents or information provided by the **Owner** to the Tenderer in connection with the Call for Tenders are and remain the property of the **Owner** and may be used by Tenderer only for the purposes of preparing its tender. The Tenderer shall return such documents to the **Owner** at the **Owner's** request or, if this request has not been made, shall destroy these documents.

2.25 DISCLAIMER

- 2.25.1 The **Owner** disclaims all liability for any error or omission in the Tender Documents or resulting from the tendering process.

END OF SECTION 2

APPENDIX 2-I

TYPES OF SITE VISITS
(Ref: Article 2.7.4)

(1 PAGE)

Types of Site Visits (Ref: Article 2.7.4)

Type A: Individual site visit accompanied by the **Owner** (Mandatory)

One (1) mandatory individual site visit accompanied by a representative of the **Owner** will be organized.

Any taker of the Tender Documents may attend only one (1) mandatory individual site visit. In addition, a limit of two (2) representatives per taker of the Tender Documents is set for the mandatory individual visit accompanied by the representative of the **Owner**.

The Tenderer shall confirm its presence at the mandatory individual site visit by email at least twenty-four (24) hours in advance by contacting the Procurement Advisor of the **Owner** at the email address indicated in paragraph 2.8.1.

The **Owner** reserves the right to return, unopened, the tender of any Tenderer that has not attended a mandatory site visit.

Type B: Visit accompanied by the **Owner** (Optional; date determined by the **Owner**)

The Tenderer may visit the site independently. However, any Tenderer that visits the site independently is only permitted to visit the areas that are normally accessible to the public. A Tenderer may also visit the site accompanied by a representative of the **Owner**. One (1) site visit accompanied by a representative of the **Owner** will be organized for this purpose.

Any taker of the Tender Documents that wishes to visit the site accompanied by a representative of the **Owner** may attend only one (1) visit. In addition, a limit of two (2) representatives per taker of the Tender Documents is set for the visit accompanied by the representative of the **Owner**.

The Tenderer that wishes to visit the site accompanied by a representative of the **Owner** shall confirm its presence to a site visit by email, at least twenty-four (24) hours in advance by contacting the Procurement Advisor of the **Owner** at the email address indicated in paragraph 2.8.1.

Type C: Visit accompanied by the **Owner** (Optional; by appointment)

The Tenderer may visit the site independently. However, the Tenderer that visits the site independently is only permitted to visit the areas that are normally accessible to the public. Upon request, the Tenderer may also visit the site accompanied by a representative of the **Owner**, by appointment with the Procurement Advisor of the **Owner**.

The Tenderer shall refer to the *Notice to Contractors* (Section 0) regarding the type of site visit applicable to this Contract and the date and time of this (these) visit(s).

APPENDIX 2-II

**EXCERPTS FROM THE
CODE OF CONDUCT FOR PROCUREMENT**

(4 PAGES)

EXCERPTS FROM THE CODE OF CONDUCT FOR PROCUREMENT

Context and Purpose of the Code

(...)

The Government of Canada spends billions of dollars every year on the procurement of goods and services. The government has a responsibility to maintain the confidence of the vendor community and the Canadian public in the procurement system; in this sense, it must carry out its procurement activities in an accountable, ethical and transparent manner.

The *Code* of Conduct for Procurement provides all those involved in the procurement process – public servants and vendors alike – with a clear statement of mutual expectations to ensure a common basic understanding among all participants in procurement.

The *Code* reflects the policy of the Government of Canada and is framed by the principles set out in the *Financial Administration Act* and the *Federal Accountability Act*. It consolidates the federal government's conflict of interest and anti-corruption measures as well as other legislative and policy requirements relating specifically to procurement. This *Code* summarizes the existing law; it changes neither the law nor interpretation thereof.

By providing a single point of reference to key responsibilities and obligations, the government is making the measures easier to find and understand in light of an overall commitment to the highest standards of ethical conduct. The *Code* will be reviewed as necessary to ensure it continues to meet this objective.

The government expects that all those involved in the procurement process will abide by the provisions of this *Code*.

The Procurement Process: Openness, Fairness and Transparency

(...)

In addition to the legal provisions, the tenets of fairness, openness and transparency are further assured by Treasury Board policies, Public Works and Government Services Canada (PWGSC) procurement policies and the internal procedures adopted by individual government departments and agencies.

(...)

Responsibilities

Public servants and vendors each have responsibilities in the contracting process.

Responsibilities of Public Servants

Public servants serve the Canadian public by acquiring goods and services, including construction services, required to achieve the objectives approved by the government. In performing these activities, including defining requirements and evaluating bids/offers/arrangements, they adhere to the laws, regulations and policies established by the government. As public servants, they commit to uphold the democratic, professional, ethical and people values of the *Values and Ethics Code for the Public Sector*. At the time of signing and accepting their offer of employment, public servants acknowledge that compliance with the *Values and Ethics Code for the Public Sector* is a condition of employment.

Public servants connected with the collection, management or disbursement of public money are required, under the *Financial Administration Act*, to report in writing to a superior officer any knowledge or information related to 1) the contravention of, or 2) fraud committed by any person against Her Majesty, under the *Financial Administration Act* or regulations or any revenue law.

Public servants must perform their duties and arrange their private affairs so that public confidence and trust in the integrity, objectivity and impartiality of government are maintained and enhanced. Public servants must comply with the requirements of the *Values and Ethics Code for the Public Sector* and of the Policy on Conflict of Interest and Post-Employment and with any additional departmental guidelines. The following elements of the *Values and Ethics Code for the Public Sector* and of the Policy on Conflict of Interest and Post-Employment are of particular relevance in procurement.

Conflict of Interest Measures

(Please refer to Appendix B of the Policy on Conflict of Interest and Post-Employment and to the *Values and Ethics Code for the Public Sector*)

A public servant maintains public confidence in the objectivity of the public service by preventing and avoiding situations that could give the appearance of a conflict of interest, result in a potential for a conflict of interest or result in an actual conflict of interest.

Public servants:

- are required to evaluate their assets and liabilities, taking into consideration the nature of their official duties and the characteristics of their assets. If there is any real, apparent or potential conflict of interest between the carrying out of their official duties and their assets and liabilities, they are to report this matter to their deputy head in a timely manner;
- may engage in employment outside the public service and take part in outside activities unless the employment or activities are likely to give rise to a real, apparent or potential conflict of interest or to undermine the impartiality of the public service or the objectivity of the public servant;
- considering involvement in political activity should seek the advice of their manager, a designated departmental official, the Public Service Commission (PSC) or a human resources advisor before acting;

- are not to accept any gifts, hospitality or other benefits that may have a real, apparent or potential influence on their objectivity in carrying out their official duties or that may place them under obligation to the donor. This includes activities such as free or discounted admission to sporting and cultural events, travel or conferences;
- may not solicit gifts, hospitality, other benefits or transfers of economic value from a person, group or organization in the private sector who has dealings with the government (with the exception of fundraising for charitable organizations such as the Government of Canada Workplace Charitable Campaign [GCWCC]). When fundraising for charitable organizations, public servants must ensure that they have prior written authorization from their deputy head in order to solicit donations, prizes or contributions in kind from external organizations or individuals;
- are responsible for demonstrating objectivity and impartiality in the exercise of their duties and in their decision-making, whether related to staffing, financial awards or penalties to external parties, transfer payments, program operations or any other exercise of responsibility.

Post-employment Measures

(Please refer to Appendix B of the Policy on Conflict of Interest and Post-Employment entitled “Requirements for Preventing and Dealing with Conflict of Interest and Post-employment Situations” as well as the *Values and Ethics Code for the Public Sector*.)

All public servants have a responsibility to minimize the possibility of real, apparent or potential conflict of interest between their most recent responsibilities within the federal public service and their subsequent employment outside the public service. Former public servants in executive positions or positions of risk for post-employment conflict of interest, for a period of one year after leaving office, shall not:

- accept appointment to a board of directors of, or employment with, entities with which they had significant official dealings during the period of one year immediately prior to the termination of their service. The official dealings in question may either be directly on the part of the public servant or through their subordinates;
- make representations on behalf of persons to any government department or organization with which they had significant official dealings during the period of one year immediately prior to the termination of their service. The official dealings in question may either be directly on the part of the public servant or through their subordinates;
- give advice to their clients using information that is not available to the public concerning the programs or policies of the departments or organizations with which they were employed or with which they had a direct and substantial relationship.

Responsibilities of Vendors

Vendors must respond to the government's solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid/offer/arrangement or contract documents, and submit bids/offers/arrangements and enter into contracts only if they will fulfill all obligations of the contract.

Vendors are obliged to alert the contracting authority to any factual errors that they discover in bid solicitations.

(...)

Respect for Responsibilities of Public Servants

To help ensure that the entire procurement process conforms to the highest standards of ethical conduct, vendors should avoid any action that would jeopardize current or former public servants' ability to respect their obligations under the *Values and Ethics Code for the Public Sector* and of the Policy on Conflict of Interest and Post-Employment.

Vendors will not offer or give public servants gifts, hospitality or other benefits that may have a real or apparent influence on their objectivity in carrying out their official duties or that may place them under obligation to the donor. This includes free or discounted admission to sporting and cultural events arising out of an actual or potential business relationship directly related to the public servants' official duties.

Vendors will not employ public servants in activities that might subject public servants to demands incompatible with their official duties or cast doubt on their ability to perform their duties objectively.

Vendors may not hire directly, or through a third party, former public servants during their one-year cooling-off period where this would constitute a violation of post-employment measures under the Policy on Conflict of Interest and Post-Employment and the *Values and Ethics Code for the Public Sector*.

(...)

References:

- *Financial Administration Act R.S.C., 1985, c. F-11*
- *Federal Accountability Act S.C., 2006, c. 9*

APPENDIX 2-III

DECLARATION FORM

(4 PAGES)

Declaration Form

(Article 2.12.10 *Declaration Form* of Section 2 – *Instructions to Tenderers*)

1. Tenderer Information

Where applicable, please complete the form, place it in a **sealed envelope marked “Confidential”**, to the attention of The Jacques Cartier and Champlain Bridges Incorporated, 1225 St. Charles Street West, Suite 500, Longueuil, Québec Canada, J4K 0B9 and include the sealed envelope with your tender.


Full corporate name of Tenderer:	
Address of Tenderer:	
Contract Number:	
Tender date: (YYYY-MM-DD)	

2. Canadian or Foreign Offences

Where a Tenderer is unable to certify that the Tenderer or one of its Affiliates has not been convicted of or pleaded guilty to an offence or held responsible for an act as described in paragraphs 2.12.5 *Lobbying Act*, 2.12.6 *Canadian Offences Resulting in the Incapacity to enter into a Contract with Her Majesty*, 2.12.7 *Canadian Offences* or 2.12.8 *Foreign Offences* of Article 2.12 *Integrity Provisions – Tender*, for which they have not received pardon or obtained discharge, the Tenderer shall complete this declaration form and submit it with its tender so that the latter is not rejected from the procurement process. By checking the box corresponding to an offence, the Tenderer acknowledges that the named party, whether the Tenderer or one of its Affiliates, has been found guilty of or pleaded guilty to such offence. In the “Comments” box, the Tenderer shall specify how the checked offence thereto applies.

	Tenderer/Affiliate	Comments
<i>Financial Administration Act (S.R.C., 1985, c. F-11)</i> 80(1) (d): False entry, certificate or return 80(2): Fraud against Her Majesty 154.01: Fraud against Her Majesty	<input type="checkbox"/> <input type="checkbox"/>	
<i>Criminal Code (S.R.C., 1985, c. C-46)</i> 121: Frauds on the government and Contractor subscribing to election fund 124: Selling or purchasing office 380: Fraud against Her Majesty 418: Selling defective stores to Her Majesty	<input type="checkbox"/> <input type="checkbox"/>	

	Tenderer/Affiliate	Comments
<p><i>Criminal Code (S.R.C., 1985, c. C-46)</i> 119: Bribery of judicial officers 120: Bribery of officers 346: Extortion 366 to 368: Forgery and other offences resembling forgery 382: Fraudulent manipulation of stock exchange transactions 382.1: Prohibited insider trading 397: Falsification of books and documents 422: Criminal breach of contract 426: Secret commissions 462.31: Laundering proceeds of crime 467.11 to 467.13: Participation in activities of criminal organization</p>	<p><input type="checkbox"/> <input type="checkbox"/></p>	
<p><i>Competition Act (S.R.C., 1985, c. C-34)</i> 45: Conspiracies, agreements or arrangements between competitors 46: Foreign directives 47: Bid rigging 49: Agreements or arrangements of federal financial institutions 52: False or misleading representation 53: Deceptive notice of winning a prize</p>	<p><input type="checkbox"/> <input type="checkbox"/></p> <p><input type="checkbox"/> <input type="checkbox"/></p>	
<p><i>Income Tax Act (S.R.C., 1985, c. 1 (5th supp.))</i> 239: False or deceptive statements</p>	<p><input type="checkbox"/> <input type="checkbox"/></p>	
<p><i>Excise Tax Act (S.R.C., 1985, c. E-25)</i> 327: False or deceptive statements</p>	<p><input type="checkbox"/> <input type="checkbox"/></p>	
<p><i>Corruption of Foreign Public Officials Act (S.C. 1998, c.34)</i> 3: Bribing a foreign public official 4: Accounting 5: Offence committed outside Canada</p>	<p><input type="checkbox"/> <input type="checkbox"/></p>	
<p><i>Controlled Drugs and Substance Act (S.C. 1999, c. 19)</i> 5: Trafficking in substance 6: Importing and exporting 7: Production of substance</p>	<p><input type="checkbox"/> <input type="checkbox"/></p>	

	Tenderer/Affiliate	Comments
Lobbying Act (S.R.C., 1985, c. 44 (4th supp.)) 5: Consultant lobbyists 7: In-house lobbyists (corporations and organizations)		

Other comments (optional)

3. Inability to certify as to a determination of ineligibility or suspension

<p>If the Tenderer is unable to certify that there is no determination of ineligibility or suspension rendered by Public Services and Procurement Canada with respect to the Tenderer or any of its Affiliates, the Tenderer must explain the reasons why in the space below.</p>

4. Declarations

I, (name)_____, (position)_____of (name of Tenderer)_____ authorizes The Jacques Cartier and Champlain Bridges Incorporated (the "**Owner**") to collect and use the information provided in this form as well as any other information that it may require to determine the eligibility of the Tenderer to be awarded the Contract, and, where applicable, to make the Tenderer's ineligibility under the provisions of Article 2.12 *Integrity Provisions – Tender public*.

I, (name)_____, (position)_____of (name of Tenderer)_____certify that the information provided in this form is, to the best of my knowledge, true and complete. I further acknowledge that if the information is found to be erroneous or missing, the **Owner** may reject the tender.


Name:

Duly authorized representative as he so declares

APPENDIX 2-IV

“PERFORMANCE EVALUATION” FORM

(6 PAGES)



Ponts
JACQUES CARTIER +
CHAMPLAIN
Bridges
Canada



PERFORMANCE EVALUATION



PRESENTATION

Manager of major structures, The Jacques Cartier and Champlain Bridges Incorporated (the Corporation) is a federal Crown corporation established in 1978 and responsible for the Jacques Cartier Bridge, the original Champlain Bridge, the Champlain Bridge Ice Control Structure, the Île des Sœurs Bypass Bridge, the Clément Bridge, the federal sections of both the Bonaventure Expressway and the Honoré Mercier Bridge, as well as for the Melocheville Tunnel.

On a daily basis, through the management, maintenance and rehabilitation of these infrastructures of importance for Greater Montreal, the **Corporation** ensures the safe passage of thousands of users. The **Corporation** ensures that these critical infrastructures remain safe, fully functional and attractive, both today and in the future. The **Corporation's** activities include the projects to construct, rehabilitate and reinforce the infrastructures under its responsibility, as well as their operation and maintenance.

COMMITMENTS

MISSION

Ensure the mobility of users, the safety and the longevity of infrastructure using a systemic management approach based on sustainable development.

VISION

Become a leader in major infrastructure management as an innovative expert, a mobility leader and a social and urban contributor.

VALUES

- + Team work
- + Transparency
- + Thoroughness
- + Innovation
- + Commitment

RESPONSIBLE AND PREVENTIVE PRACTICES

The **Corporation** ensures the proper maintenance and fluidity of its network by monitoring the condition of its structures on a daily basis, inspecting its structures periodically and planning the major work in collaboration with the mobility actors. To properly manage its assets and administer public funds, the **Corporation** combines the structural data (inspections, studies, instrumentation), the long-term development vision and the economical information to determine the best actions to be taken and the best time for such actions to be taken.







QUESTIONS AND ANSWERS

What is the performance evaluation?

The performance evaluation is a process conducted by the Corporation that consists in evaluating and documenting the quality of the services rendered by a consultant, a contractor or a supplier, during and/or at the end of the service delivery. The performance evaluation is based on criteria that cover all activities. The content of the performance evaluation will be objective, rigorous and impartial.

Can the consultant/contractor/supplier comment its performance evaluation?

The consultant/contractor/supplier has fourteen (14) days from receipt of its performance evaluation to comment it and sign it. If the duly signed form is not returned within this period, the **Corporation** will consider that the consultant/contractor/supplier doesn't have any comments on the performance evaluation.

What is an unsatisfactory performance evaluation?

The pass mark is 70%. A performance evaluation with a score lower than 70% is considered unsatisfactory

What are the consequences of an unsatisfactory performance evaluation?

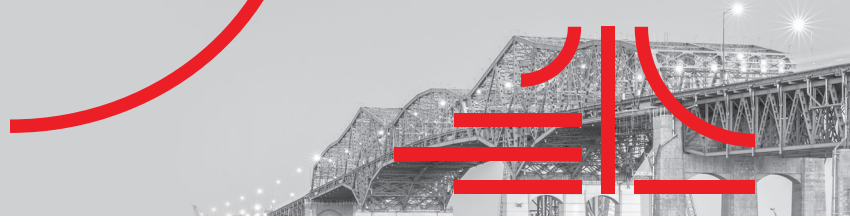
The **Corporation** reserves the right, based on the circumstances, to register the consultant/contractor/supplier, on a List of consultants/contractors/suppliers with an unsatisfactory performance.

What are the consequences for a consultant/contractor/supplier to be registered on the List of consultants/contractors/suppliers with an unsatisfactory performance?

The **Corporation**, in its sole discretion, may elect:

- + not to invite the consultant/contractor/supplier to submit a tender or a proposal in response to one or more call for tenders or requests for proposals by invitation;
- + to reject the tender or proposal submitted by the consultant/contractor/supplier;
- + to terminate an ongoing contract;
- + not to exercise any option year(s) provided for in an ongoing contract.

PERFORMANCE EVALUATION



INFORMATION ON THE CONTRACT

Contract N°:		Contract amount at the time of award:	
Contract title:			

CONSULTANT'S/CONTRACTOR'S/SUPPLIER'S REFERENCES

Corporate name:		Division:	
Client Manager's name:		Type of contract:	
Contract Manager's name:		Discipline:	
Contract Manager's email address:		Project N°:	
		Deliverable evaluated:	
		Deliverable value/Contract evaluated:	
		Date of receipt of the deliverable:	

PERFORMANCE	SCALE	PERFORMANCE	SCALE	SCORE
A. CONTRACT MANAGEMENT/ADMINISTRATION				20 POINTS
Unacceptable	0-5	Satisfactory	14-17	/20
Unsatisfactory	6-13	Superior	18-20	
B. QUALITY OF THE WORK/DELIVERABLES/RESULTS				20 POINTS
Unacceptable	0-5	Satisfactory	14-17	/20
Unsatisfactory	6-13	Superior	18-20	
C. SCHEDULE MANAGEMENT				10 POINTS
Unacceptable	0-2	Satisfactory	7-8	/10
Unsatisfactory	3-6	Superior	9-10	
D. COST MANAGEMENT				10 POINTS
Unacceptable	0-2	Satisfactory	7-8	/10
Unsatisfactory	3-6	Superior	9-10	
E. RESOURCE MANAGEMENT AND ORGANIZATION				20 POINTS
Unacceptable	0-5	Satisfactory	14-17	/20
Unsatisfactory	6-13	Superior	18-20	
F. COORDINATION AND COMMUNICATION				20 POINTS
Unacceptable	0-5	Satisfactory	14-17	/20
Unsatisfactory	6-13	Superior	18-20	
TOTAL SCORE				/ 100

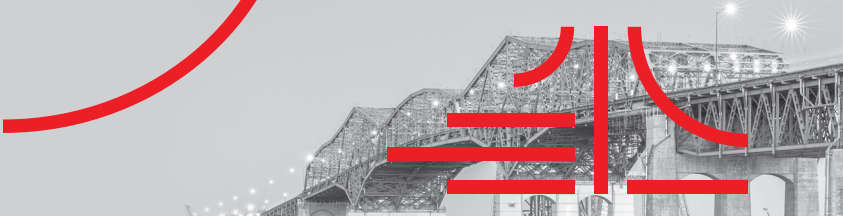
STRENGTHS

WEAKNESSES

	PRINTED NAME	SIGNATURE	DATE
File Manager/JCCBI			
Director/JCCBI			
Project Director/JCCBI			
Senior Director/JCCBI			
Senior Project Director/JCCBI			
Consultant's/Contractor's/Supplier's Contract Manager			



PERFORMANCE EVALUATION



OWNER'S COMMENTS

CONSULTANT'S/CONTRACTOR'S/SUPPLIER'S COMMENTS



PERFORMANCE EVALUATION SUB-CRITERIA

A. CONTRACT MANAGEMENT/ADMINISTRATION		CONSULTANT*	CONTRACTOR**	SUPPLIER***
Sub-criteria that may apply to the management and administration of the contract:				
1	Understanding of the contract	X	X	X
2	Quality of the work plan/surveillance plan and compliance therewith	X		X
3	Compliance with the contract requirements (laws, standards, plans and specifications)	X	X	X
4	Compliance with the quality assurance program	X	X	X
5	Ensure the implementation of the occupational health and safety rules and standards	X	X	X
6	Ensure the implementation of the traffic management plan	X	X	
7	Ensure the implementation of the environmental requirements	X	X	X
8	Proactive management of the leases and permits	X	X	
9	Ensure the compliance of the inspection work, inspection sheets, photos and reports	X		
10	Implementation of corrective actions and remedial action plan	X	X	X
11	Thoroughness in the preparation of the documents and/or deliverables requested in the contract	X	X	
12	Change notifications/change orders within the timelines and of the quality requested	X	X	X
13	Accuracy and conformity of the DCMP file	X		
B. QUALITY OF THE WORK/DELIVERABLES/RESULTS				
Sub-criteria that may apply to the quality of the work, deliverables and results:				
1	Technical content	X	X	X
2	Quality of the documents/deliverables	X	X	X
3	Quality of the work/services	X	X	X
4	Compliance with all certifications required	X	X	X
5	Quality of the reports, site logs, minutes, etc.	X	X	X
C. SCHEDULE MANAGEMENT				
Sub-criteria that may apply to schedule management:				
1	Work planning and sequences	X	X	X
2	Compliance with the work schedule	X	X	X
3	Schedule update	X	X	X
4	Implementation of corrective actions and/or remedial action plan	X	X	X
D. COST MANAGEMENT				
Sub-criteria that may apply to cost management:				
1	Establishment of fees and compliance therewith	X		X
2	Billing, payment requests	X	X	X
3	Estimated cost of work and services under quota (CN/CO)	X	X	X
4	Accuracy of the major maintenance contract estimates	X		
5	Cost optimization	X	X	X
E. RESOURCE MANAGEMENT AND ORGANIZATION				
Sub-criteria that may apply to the management and organization of resources:				
1	Team supervision	X	X	X
2	Team performance	X	X	X
3	Organization and management of the team	X	X	X
4	Maintenance of the proposed team	X		
5	Autonomy	X	X	X
6	Condition, efficiency and availability of equipment	X	X	X
F. COORDINATION AND COMMUNICATION				
Sub-criteria that may apply to coordination and communication:				
1	Coordination as well as written and verbal communications	X	X	X
2	Optimization of hindrances and compliance with the RSI (request for specific interventions) timelines	X	X	X
3	Nomenclature of correspondence and administrative designation	X	X	
4	Response time (calls and emails)	X	X	X
5	Issue and dispute management/work environment	X	X	X
6	Soft skills	X	X	X
7	Degree of proactivity and customer service	X	X	X
8	Compliance with formal communication rules and channels	X	X	X

EXPLANATORY TABLE OF THE SCORING SCALE

PERFORMANCE	APPRECIATION	DEFINITION
Superior	Exceeds most expectations	The performance for the majority of the evaluation sub-criteria exceeds the Contract requirements.
Satisfactory	Meets basic expectations or exceeds certain expectations	The performance for the evaluation sub-criteria meets the Contract requirements and the performance for certain evaluation sub-criteria exceeds the Contract requirements.
Unsatisfactory	Does not meet certain expectations	The performance for certain evaluation sub-criteria does not meet the Contract requirements.
Unacceptable	Does not meet the basic expectations	The performance for most evaluation sub-criteria does not meet the Contract requirements.

* Consultant : professional services contracts

** Contractor: construction contracts

*** Supplier: all other goods and services contracts

