

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St./11 rue Laurier**  
**Place du Portage, Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT**

<b>Title - Sujet</b> Construction Management Serv.	
<b>Solicitation No. - N° de l'invitation</b> EJ192-133526/A	<b>Date</b> 2013-05-10
<b>Client Reference No. - N° de référence du client</b> 20133526	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$FG-345-62738	
<b>File No. - N° de dossier</b> fg345.EJ192-133526	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-06-25</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Nealon, Shawn	<b>Buyer Id - Id de l'acheteur</b> fg345
<b>Telephone No. - N° de téléphone</b> (819) 956-3391 ( )	<b>FAX No. - N° de FAX</b> (819) 956-8335
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Cliff Central Heating and Cooling Plant, 1 Fleet Street, Ottawa, Ontario.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**Issuing Office - Bureau de distribution**

Construction Services Division/Division des services de  
construction  
11 Laurier St./11 Rue Laurier  
3C2, Place du Portage  
Phase III  
Gatineau, Québec K1A 0S5

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

## REQUEST FOR PROPOSAL

### IMPORTANT NOTICE TO BIDDERS

#### THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

#### **Government of Canada is moving its Government Electronic Tendering Service from MERX to [Buyandsell.gc.ca/tenders](http://Buyandsell.gc.ca/tenders) on June 1, 2013**

Starting June 1, 2013, federal government tenders (tender notices and bid solicitation documents) will be published and available free of charge on a Government of Canada Web site on [Buyandsell.gc.ca/tenders](http://Buyandsell.gc.ca/tenders).

The Government Electronic Tendering Service on [Buyandsell.gc.ca/tenders](http://Buyandsell.gc.ca/tenders) will be the sole authoritative source for Government of Canada tenders that are subject to trade agreements or subject to departmental policies that require public advertising of tenders.

Get more details in the Frequently Asked Questions section of [Buyandsell.gc.ca/tenders](http://Buyandsell.gc.ca/tenders).

After June 1, 2013, all tenders and related documents and amendments will be on [Buyandsell.gc.ca/tenders](http://Buyandsell.gc.ca/tenders).

**On June 1, 2013, suppliers must go to [Buyandsell.gc.ca/tenders](http://Buyandsell.gc.ca/tenders) to check for amendments to any tender opportunities that they have been following on MERX prior to June 1.**

Bookmark [Buyandsell.gc.ca/tenders](http://Buyandsell.gc.ca/tenders) now to be ready for June 1!

## **TABLE OF CONTENTS**

Special Instructions to Bidders (SI)

General Instructions to Bidders (GI)

Supplementary Conditions (SC)

Submission Requirements and Evaluation (SRE)

## **APPENDIX**

Appendix "A" - Price Proposal Form

Appendix "B" - Complete List of Each Individual who are Currently Directors of the Bidder

## **ANNEXES**

Annex "A" - Terms of Reference

Annex "B" - Basis of Payment

Annex "C" - Instructions to Obtaining Mandatory Security Clearances

Annex "D" - Security Requirements Check List

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

- SI01 Proposal Documents
- SI02 Definition of Bidder
- SI03 Enquiries During the Solicitation Period
- SI04 Optional Site Visit
- SI05 Late Submission
- SI06 Proposal Validity Period
- SI07 Rights of Canada
- SI08 Conduct of Evaluation
- SI09 Code of Conduct and Certifications - Proposal
- SI10 Conflict of Interest - Unfair Advantages
- SI11 Entire Requirement
- SI12 Security Clearance
- SI13 Web Sites

### **SI01 PROPOSAL DOCUMENTS**

1. The following are the proposal documents:

- (a) Request for Proposals - Page 1;
- (b) Special Instructions to Bidders;
- (c) General Instructions to Bidders;
- (d) Supplementary Conditions;
- (e) Submission Requirements and Evaluation;
- (f) Appendix A - Price Proposal Form
- (g) Appendix "B" - Complete List of Each Individual who are Currently Directors of the Bidder
- (h) Annex "A" - Terms of Reference
- (i) Annex "B" - Basis of Payments
- (j) Annex "C" - Instructions to Obtaining Mandatory Security Clearances
- (k) Annex "D" - Security Requirement Check List
- (l) Any amendments issued prior to proposal closing

Submission of a proposal constitutes acknowledgment that the Bidder has read and agrees to be bound by these documents.

### **SI02 DEFINITION OF BIDDER**

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

### **SI03 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this Request for Proposals must be submitted in writing to the Contracting Officer named on the Request for Proposals - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI20 of the General Instructions to Bidders, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.

3. All enquiries and other communications related to this Request for Proposals sent throughout the solicitation period are to be directed **ONLY** to the Contracting Officer named on the Request for Proposals - Page 1. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.

#### **SI04 OPTIONAL SITE VISIT**

1. There will be an optional on **May 22, 2013 at 10:00 a.m.** Interested bidders are to meet at the Cliff Central Heating and Cooling Plant (CHCP), 1 Fleet Street Ottawa, Ontario.
2. It is mandatory that all persons attending the site visit have the proper safety attire. Footwear (CSA approved green patch), Hard hats, safety glasses and vests are also required. Contractor's personnel/individuals who do not have the proper safety attire will be denied access to the site.

#### **SI05 LATE SUBMISSION**

1. It is PWGSC policy to return, unopened, submissions delivered after the stipulated closing date and time.

#### **SI06 PROPOSAL VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the proposal validity period prescribed in BA05 of the Price Proposal Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1) of SI07 is accepted, in writing, by all those who submitted proposals, then Canada shall continue immediately with the evaluation of the proposals and its approvals processes.
3. If the extension referred to in paragraph 1) of SI07 is not accepted in writing by all those who submitted proposals then Canada shall, at its sole discretion, either
  - (a) continue to evaluate the proposals of those who have accepted the proposed extension and seek the necessary approvals; or
  - (b) cancel the request for proposals.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI17 of the General Instructions to Bidders.

#### **SI07 RIGHTS OF CANADA**

1. Canada reserves the right to:
  - (a) reject any or all proposals received in response to the bid solicitation;
  - (b) accept any proposal in whole or in part without negotiations;
  - (c) cancel the proposal solicitation at any time;
  - (d) reissue the proposal solicitation;
  - (e) if no responsive proposals are received and the requirement is not substantially modified, reissue the proposal solicitation by inviting only the bidders who bid to resubmit within a period designated by Canada; and

- (f) negotiate with the sole responsive Bidder to ensure best value to Canada.

## **SI08 CONDUCT OF EVALUATION**

1. In conducting its evaluation of the proposals, Canada may, but will have no obligation to, do the following:
  - (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the proposal solicitation;
  - (b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
  - (c) request, before award of any contract, specific information with respect to bidders' legal status;
  - (d) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the proposal solicitation;
  - (e) verify any information provided by bidders through independent research, use of any government sources or by contacting third parties;
  - (f) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfil the requirement of the proposal solicitation.
2. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

## **SI09 CODE OF CONDUCT AND CERTIFICATIONS - PROPOSAL (2013/01/28)**

1. Bidders must comply with the Code of Conduct for Procurement. In addition to the Code of Conduct for Procurement, bidders must a) respond to bid solicitations in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts, c) submit bids and enter into contracts only if they will fulfill all obligations of the Contract.
2. Bidders further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any bid in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after contract award, that the Bidder made a false declaration, Canada will have the right to terminate the Contract for default. The Bidder will be required to diligently maintain up-to-date the information herein requested. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.
3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies,

and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Bidder's affiliates if:

- (a) directly or indirectly either one controls or has the power to control the other, or
  - (b) a third party has the power to control both.  
Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.
4. Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide with their bid or promptly thereafter the name of the owner. Bidders bidding as societies, firms, or partnerships do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.
5. The Bidder must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation. The Bidder must also, when so requested, provide Canada with the corresponding Consent Forms.
6. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
7. By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
8. By submitting a bid, the Bidder certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a contract arising from this bid solicitation. In addition, the Bidder certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions:
- (a) paragraph 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, or

- (b) 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 of Canada, or
  - (c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or
  - (d) section 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) under the Competition Act, or
  - (e) section 239 (False or deceptive statements) of the Income Tax Act, or
  - (f) section 327 (False or deceptive statements) of the Excise Tax Act, or
  - (g) section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or
  - (h) section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.
9. In circumstances where a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council, the Bidder must provide with its bid or promptly thereafter a copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive.
10. Bidders understand that Canada may contract outside of the present proposal process with a supplier who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, or who is affiliated with someone who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, when required to do so by law or legal proceedings, or when Canada considers it necessary to the public interest for reasons which include, but are not limited to:

Only one person is capable of performing the contract;  
 Emergency;  
 National security;  
 Health and safety;  
 Economic harm;

Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

## **SI10 CONFLICT OF INTEREST - UNFAIR ADVANTAGE (2011/05/16)**

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

- a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid proposal or in any situation of conflict of interest or appearance of conflict of interest;
  - b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
  3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

#### SI11 ENTIRE REQUIREMENT

1. The proposal solicitation documents contain all the requirements relating to the proposal solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the proposal solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

#### SI12 SECURITY CLEARANCE

**This document contains a mandatory security requirement for the performance of the subsequent contract (refer to clause SC04 of the Supplementary Conditions included herein).**

1. **At bid closing, the Bidder must hold a valid** Facility Security Clearance at level of **SECRET** as indicated in section SC04 of the Supplementary Conditions. Failure to comply with this requirement will render the proposal non-compliant and no further consideration will be given to the Proposal.
2. The Successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC04 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 any enquiries concerning the project security requirement, during the bidding period, the Bidder must follow the instructions as detailed in SI03 "Enquiries during the Solicitation Period" . Additional information on PWGSC security can also be found on the following web site: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html> or by dialing 1-866-368-4646 (Toll free)

### SI13 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appL>

Contracts Canada (Buy and Sell) <https://www.achatsetventes-buyandsell.gc.ca/eng/welcome>

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.pdf>

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

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

Certificate of Insurance (form PWGSC-TPSGC 357)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

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

Schedules of Wage Rates for Federal Construction Contracts

[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml)

PWGSC, Industrial Security Services [Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html](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/index-eng.html>

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)

<Http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

## GENERAL INSTRUCTIONS TO BIDDERS

GI01	Introduction
GI02	Overview of Selection Procedure
GI03	Completion of Proposal
GI04	Revision of Proposal
GI05	Responsive Proposal
GI06	Submission of Proposal
GI07	Debriefing
GI08	Performance Evaluation
GI09	Composition of Construction Management Team
GI10	Limitation of Submissions
GI11	Identity of Legal Capacity of the Bidder
GI12	Applicable Taxes
GI13	Capital Development and Redevelopment Charges
GI14	Listing of Subcontractors and Suppliers
GI15	Bid Security Requirements
GI16	Acceptance of Proposal
GI17	Proposal Costs and Limitation of Liability
GI18	Procurement Business Number
GI19	Compliance with Applicable Laws
GI20	Approval of Alternative Materials
GI21	Financial Statements

### GI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) intends to retain a Contractor to provide construction management services for the project as set out in this Request for Proposal (RFP).
2. Bidders responding to this Request for Proposal are requested to submit a full and complete proposal. The proposal will cover not only the qualifications, experience and organization of the Bidder, but also the detailed approach to the work, and the pricing and terms offered. A combination of the technical and price of services submissions will constitute the proposal.

### GI02 OVERVIEW OF SELECTION PROCEDURE

#### 2.1 Proposal

1. Proposals are submitted following a "two-envelope" procedure, in which Bidders submit the "technical" component of their proposal in one envelope and the proposed price of the services (price proposal) and bid security in a second envelope.
2. The information that Bidders are required to provide is set out in detail elsewhere in the Request for Proposal.

#### 2.2 Proposal Evaluation and Final Rating

1. Qualifications and technical components of all responsive proposals received are reviewed, evaluated and rated by an Evaluation Board in accordance with the evaluation criteria, components and weight factors set out in the Request for Proposal. Upon completion of the evaluation, Technical Ratings are established.

2. Technical Ratings are multiplied by pre-determined percentage factors to establish Technical Scores. Proposals achieving the minimum Technical Scores specified in the Submission Requirements and Evaluation section of the Request for Proposal are further considered.
3. The price envelopes of all responsive proposals achieving the minimum Technical Scores will be opened upon completion of the technical evaluation. The total fee proposed (fixed fee + percentage fee) will be divided by its technical score to determine a Fee per Point.
4. Neither the responsive proposal that receives the highest number of points nor the one that proposed the lowest fee will necessarily be accepted. The responsive proposal with the lowest evaluated Fee per Point will be recommended for award of a contract.

### **2.3 NOTIFICATION**

1. PWGSC normally expects to advise unsuccessful Bidders, in writing, within one (1) week after PWGSC has entered into a contractual arrangement with the successful Bidder.

### **2.4 BID OPENING**

1. There will be no public opening of proposals

### **GI03 COMPLETION OF PROPOSAL (2013/04/25)**

#### **1. The proposal shall be:**

- (a) submitted on the Price Proposal Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Price Proposal Form that must be identical in content and format to the Price Proposal Form provided through GETS;
  - (b) based on the Proposal Documents listed in the Special Instructions to Bidders;
  - (c) correctly completed in all respects;
  - (d) signed by a duly authorized representative of the Bidder; and
  - (e) accompanied by
    - (i) bid security as specified in G115; and
    - (ii) any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the bid.
2. Subject to paragraph 6) of G116, any alteration to the pre-printed or pre-typed sections of the Bid and Acceptance Form, or any condition or qualification placed upon the bid shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Price Proposal Form by the Bidder shall be initialed by the person or persons signing the proposal. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
  3. Unless otherwise noted elsewhere in the Proposal Documents, facsimile copies of bids are not acceptable.

**GI04 REVISION OF PROPOSAL (2010/01/11)**

1. A proposal submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of proposals, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall be on the Bidder's letterhead or bear a signature that identifies the Bidder. The facsimile number for receipt of revisions is (819) 956-1459.
2. A revision to a proposal that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
3. A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.
4. Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The proposal shall be evaluated based on the original proposal submitted and all other compliant revision(s).

**GI05 RESPONSIVE PROPOSALS**

To be considered responsive, a proposal must meet all of the mandatory requirements set out in the Request for Proposal. No further consideration in the selection procedure will be given to a Bidder submitting a non-responsive proposal.

**GI06 SUBMISSION OF PROPOSAL (2008/12/12)**

1. The technical and price components Price Proposal Form duly completed, and the bid security of the proposal must be submitted in separate, easily identified envelopes in accordance with the instructions contained in the proposal documents. Both envelopes shall be submitted as one package to the office designated on the Front Page "Request for Proposals" for the receipt of proposals. The proposal must be received on or before the date and time set for solicitation closing.
2. Unless otherwise specified in the Special Instructions to Bidders
  - (a) the bid shall be in Canadian currency;
  - (b) exchange rate fluctuation protection is not offered; and
  - (c) any request for exchange rate fluctuation protection shall not be considered.
3. Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
  - (a) Solicitation Number;
  - (b) Name of Bidder;
  - (c) Return address; and
  - (d) Closing Date and Time.
4. Timely and correct delivery of proposals is the sole responsibility of the Bidder.

**GI07 DEBRIEFING**

1. A debriefing may be provided, on request, only following entry by Canada into a contractual arrangement with the successful Bidder. Should a Bidder desire a debriefing, the Bidder should contact the Contracting Officer identified on the front page of the Request for Proposal. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

**GI08 PERFORMANCE EVALUATION (2010/01/11)**

1. Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.
2. The form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

**GI09 COMPOSITION OF CONSTRUCTION MANAGEMENT TEAM**

1. By submitting a proposal, the Bidder represents and warrants that the entities and persons proposed in the proposal to perform the required services will be the entities and persons that will perform the services in the fulfillment of the project under any contractual arrangement arising from submission of the proposal. If the Bidder has proposed any person who is not an employee of the Bidder, the Bidder warrants that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the services to be performed.

**GI10 LIMITATION OF SUBMISSIONS**

1. While there is no requirement for firms to participate in this procurement in joint venture, they may elect to do so if they see fit. However, only one submission per bidder will be accepted, whether it is submitted by a firm as an individual Bidder or by that firm as part of a joint venture Bidder. If more than one submission is received from a firm acting either individually or in joint venture, all such submissions shall be rejected and no further consideration shall be given to the firm or to any proposed joint venture of which the firm forms part.
2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
3. An arrangement whereby Canada contracts directly with a Contractor who may retain sub-contractors to perform portions of the work is not a joint venture arrangement. A sub-contractor may be proposed as part of the Construction Management Team by more than one Bidder.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, no firm acting as an individual Bidder or as part of a joint venture Bidder, shall be proposed as a member of another Bidder's Team, either as a sub-contractor or as part

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of another joint venture Bidder. Failure to comply with this limitation will result in all submissions so involved being rejected.

5. Any joint venture must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

#### **GI11 IDENTITY OR LEGAL CAPACITY OF THE BIDDER (2007/05/25)**

1. In order to confirm the authority of the person or persons signing the bid or to establish the legal capacity under which the Bidder proposes to enter into Contract, any Bidder who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

- (a) such signing authority; and
- (b) the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this bid on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

#### **GI12 Applicable taxes (2013/04/25)**

1. "Applicable taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

#### **GI13 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES (2007/05/25)**

1. For the purposes of GC1.8, "Laws, Permits and Taxes", in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Bidder shall not include any monies in the bid amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

#### **GI14 LISTING OF SUBCONTRACTORS AND SUPPLIERS (2010/01/11)**

1. Notwithstanding any list of Subcontractors that the Bidder may be required to submit as part of the bid, the Bidder shall, within 48 hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its bid.

#### **GI15 BID SECURITY REQUIREMENTS (2013/04/25)**

1. The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount. The maximum amount of bid security required with any bid is \$2,000,000.
2. A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with original signatures and issued by an approved company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.

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3. A security deposit shall be an original, properly completed, signed where required and be either
- (a) a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - (b) bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
4. For the purposes of subparagraph 3. a. of G115
- (a) a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
  - (b) if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4.c. of G115, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
  - (c) An approved financial institution is
    - (i) a corporation or institution that is a member of the Canadian Payments Association as defined in the Canadian Payments Act;
    - (ii) a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
    - (iii) a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
    - (iv) a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the Income Tax Act; or
    - (v) Canada Post Corporation.
5. Bonds referred to in subparagraph 3. b. of G115 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be
- (a) payable to bearer;
  - (b) accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
  - (c) registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.

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6. As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
7. An irrevocable standby letter of credit referred to in paragraph 8) of G115 shall
- (a) be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
    - (i) is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
    - (ii) is to accept and pay bills of exchange drawn by the Receiver General for Canada;
    - (iii) authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
    - (iv) authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
  - (b) state the face amount which may be drawn against it;
  - (c) state its expiry date;
  - (d) provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
  - (e) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
  - (f) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600, Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
  - (g) be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
8. Bid security shall lapse or be returned as soon as practical following
- (a) the solicitation closing date, for those Bidders submitting non-compliant bids; and
  - (b) the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and
  - (c) the award of contract, for those Bidders submitting the second and third ranked bids; and

- (d) the receipt of contract security, for the successful Bidder; or
- (e) the cancellation of the solicitation, for all Bidders.

9. Notwithstanding the provisions of paragraph 8 of GI15 and provided more than three compliant proposals have been received, if one or more of the proposals ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant proposal in order to retain the bid security of at least three valid and compliant proposals.

#### **GI16 ACCEPTANCE OF PROPOSAL**

1. Canada may accept any proposal, whether it is the lowest or not, or may reject any or all proposals.
2. Without limiting the generality of paragraph 1) of GI16, Canada may reject a solicitation if any of the following circumstances is present:
  - (a) the Bidder's bidding privileges are suspended or are in the process of being suspended;
  - (b) the bidding privileges of any employee or subcontractor included as part of the proposal are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - (c) with respect to current or prior transactions with Canada
    - (i) the Bidder is bankrupt or if, for whatever reason, its activities are rendered inoperable for an extended period;
    - (ii) evidence, satisfactory to Canada, 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 Bidder, any of its employees or any subcontractor included as part of its bid;
    - (iii) Canada 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 Bidder, any of its employees or any subcontractor included as part of its bid; or
    - (iv) Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
3. In assessing the Bidder's performance on other contracts pursuant to subparagraph 2)(d)(iv) of GI16, Canada may consider, but not be limited to, such matters as:
  - (a) the quality of workmanship in performing the Work;
  - (b) the timeliness of completion of the Work;
  - (c) the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and

- (d) the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
- 4) Without limiting the generality of paragraphs 1), 2) and 3) of GI16, Canada may reject any proposal based on an unfavourable assessment of the
- (a) adequacy of the proposal price to permit the work to be carried out and, in the case of a proposal providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
  - (b) Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
  - (c) Bidder's performance on other contracts.
5. Where Canada intends to reject a proposal pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI16, other than subparagraph 2)(a) of GI16, the contracting Authority will inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the proposal rejection.
6. Canada may waive informalities and minor irregularities in proposals received if Canada determines that the variation of the proposal from the exact requirements set out in the Bid Documents can be corrected or waived without being prejudicial to other Bidders.

#### **GI17 PROPOSAL COSTS (2010/01/11)**

1. No payment will be made for costs incurred in the preparation and submission of a proposal in response to the proposal solicitation. Costs associated with preparing and submitting a proposal, as well as any costs incurred by the Bidder associated with the evaluation of the proposal, are the sole responsibility of the Bidder.

#### **GI18 PROCUREMENT BUSINESS NUMBER (2012/07/16)**

1. Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information system on the Contracts Canada Web site. For non-Internet registration, Bidders may contact the nearest Supplier Registration Agent.

#### **GI19 COMPLIANCE WITH APPLICABLE LAWS (2013/04/25)**

1. By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the bid and entry into any ensuing contract for the performance of the work.
2. For the purpose of validating the certification in paragraph 1) of GI19, a Bidder shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.

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3. Failure to comply with the requirements of paragraph 2) of GI19 shall result in disqualification of the bid.

**GI20 APPROVAL OF ALTERNATIVE MATERIALS (2007/05/25)**

1. When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the bid shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least ten (10) calendar days prior to the solicitation closing date. If the alternative materials are approved for the purposes of the bid, an addendum to the bid documents shall be issued.

**GI21 FINANCIAL STATEMENTS**

1. In order to confirm a Bidder's financial capability to perform the subject requirement, the Contracting Authority reserves the right to have access, during the technical evaluation of the proposals, to current bidder financial information. If requested, the financial information to be provided shall include, but not be limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer.
2. Should the Bidder provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as provided in the *Access to Information Act*.
3. In the event that a bid is found to be non-compliant on the basis that the Bidder is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the Bidder.

## SUPPLEMENTARY CONDITIONS

- SC01 Changes to Contract Documents
- SC02 Soliciting Bids
- SC03 Determination of Construction Cost
- SC04 Security Requirement for Canadian Contractors

### SC01 CHANGES TO CONTRACT DOCUMENTS

1. **R2810D:** Replace sub-paragraph 1) (f) under GC1.2.2 with  
  
(f) Terms of Reference
2. **R2850D:** The following paragraph is added to GC5.4:
  6. The portion of the Work done under the Fixed Fee shall be invoiced in equal monthly installments over the duration of the Contract. The installments shall be recalculated on a monthly basis to account for any changes in the completion date of the Work."
3. **R2860D:** GC6.4 is replaced in its entirety with the following:

#### GC6.4 Determination of Price

1. Any adjustment to the price of the Work that is resulting from a change in the Work pursuant to GC6.1 will represent all reasonable and proper costs including delay incurred by or savings accruing to the Contractor in respect of the labour, Plant and Material that are payable as Construction Costs.
2. If the final price of the Work, excluding the Contractor's fees, is not within 75 and 125 percent of the Estimated Construction Cost, either party to the Contract may request to negotiate a change in the Contractor's Percentage Fee for the Work outside of these thresholds. The onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation. In no event shall the total amount paid as the Contractor's Percentage Fee, amended as a result of a reduction in the price of the Work, exceed the amount that would have been payable to the Contractor had the price of the Work actually accounted for 75 percent of the Estimated Construction Cost.
3. The amount of the Contract shall be the final sum of the Fixed Fee, the actual Construction Cost, the Percentage Fee and any adjustments that are made in accordance with the Contract.

### SC02 SOLICITING BIDS

1. The Contractor shall solicit bids whenever it is cost effective to do so for any portion of the Work that is estimated at less than \$25,000.
2. The Contractor shall solicit a minimum of three (3) bids before any subcontract is entered into for any portion of the Work that is estimated at \$25,000 or more.
3. The Contractor, with Canada's agreement, may set aside the requirement to solicit three (3) bids if it is not in the public interest to do so, or less than three (3) firms are capable of performing the Work.

4. For subcontracts estimated at \$100,000 or more, including harmonized sales tax, the Contractor shall advertise publicly through MERX™ Private.

### SC03 DETERMINATION OF CONSTRUCTION COST

1. The price of any portion of the Work that is subcontracted shall be equal to the amount of the subcontract plus the applicable Contractor's Percentage Fee.
2. Any adjustment to the amount of a subcontract shall require Canada's approval in writing. The Contractor shall not be entitled to any additional fees other than the Percentage Fee.
3. Any request for adjusting the amount of a subcontract shall be substantiated with a cost estimate breakdown itemizing all labour, material, and plant costs, and the amount of any allowance. The Contractor shall ensure that all prices included in the breakdown are fair and reasonable and in conformance with the following:
  - (a) Labour rates shall be established in accordance with applicable trade union agreements. Non-union labour rates shall be established in accordance with the General Fair Wage Clause of the Labour Conditions. All labour rates shall require approval by Canada in writing.
  - (b) The costs of all material and plant must represent the actual amount paid to suppliers and said costs are to include all applicable discounts.
  - (c) Allowances shall be negotiated by the Contractor for each change and shall represent the reasonable amount for the nature and complexity of each change.
4. The price of any portion of the Work that is not subcontracted or paid for as a Fixed Fee shall be equal to the actual cost of that portion of the Work plus the applicable Contractor's Percentage Fee.

### SC04 SECURITY REQUIREMENT FOR CANADIAN CONTRACTORS

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) MUST **EACH** hold a valid personnel security screening at the level of **SECRET** granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:
  - (a) Security Requirements Check List attached at Annex "D" ;
  - (b) Industrial Security Manual (Latest Edition)

## Submission Requirements and Evaluation (SRE)

- SRE 1 General Information
- SRE 2 Technical Proposal Submission Requirements and Evaluation
- SRE 3 Price Evaluation
- SRE 4 Basis of Selection

## SUBMISSION REQUIREMENTS AND EVALUATION

### SRE 1 GENERAL INFORMATION

#### 1.1 Submission of Proposals

- 1.1.1 Proposals are to be submitted following a "two-envelope" procedure in which Bidders submit technical aspects of their proposal in one envelope and the proposed price and bid security in a second envelope.
- 1.1.2 Submit one (1) signed original and five (5) copies of the technical proposal (envelope one).
- 1.1.3 Submit one (1) signed original of the price proposal plus bid security in a sealed envelope (envelope two).

#### 1.2 Format of Proposals

##### 1.2.1 Technical Proposal

In their technical proposal, bidders should demonstrate their understanding of the requirements contained herein and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, clear and concise manner for carrying out the work.

The technical proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated. Simply repeating the statement contained in the proposal solicitation is not sufficient. In order to facilitate the evaluation of the proposal, Canada requests that the bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their proposals by identifying the specific paragraph and page number where the subject topic has already been addressed.

The following proposal format information should be implemented when preparing the proposal:

- Paper size should be - 216mm x 279mm (8.5" x 11")
- Smallest font size should be 11 point Times or equal
- Margins should be 12 mm left, right, top, and bottom
- Double-sided submissions are preferred
- One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper; 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two Pages.

The order of the technical proposal should follow the order established in the Submission Requirements Section of the RFP. The maximum number of pages (including text and graphics) to be submitted is 30. The following are not part of this page limitation:

- Covering Letter
- Front Page of the RFP
- Price Proposal
- Health and Safety documentation
- Resumes (limit 2 page each)
- Sample Project reports. Refer to SRE 2.1

The consequence of exceeding the maximum 30 page limitation is that all pages that extend beyond the 30 page limitation will be removed from the technical proposal submission and will not be forwarded to the PWGSC Evaluation Committee for evaluation.

### 1.2.2 Price Proposal

Bidders must submit their price proposal in accordance with Appendix A - Proposal and Acceptance Form and GI15 Bid Security Requirements of the General Instructions to Bidders.

### 1.3 Evaluation of Proposals

1.3.1. To be declared responsive, a proposal must:

- a) comply with all the requirements of the proposal solicitation;
- b) meet all mandatory technical evaluation criteria;
- c) Price proposal form must be fully completed and accompanied by the required bid security.

1.3.2. Proposals not meeting 1.3.1 will be declared non-responsive. Responsive proposals will be evaluated and assigned a score against the criteria described in SRE 2.

### Mandatory Requirement

#### 2.0 Health and Safety:

The bidder **must** have an above-average health and safety record such that the bidder receives a reduction in fees from the worker's compensation regime within its province of operation. At the time of proposal submission, the bidder should provide proof from the appropriate worker's compensation regime body that it receives this reduction of fees.

In the case of a submission from a bidder in joint venture, each of the members of the joint venture must have an above-average health and safety record such that the bidder receives a reduction in fees from the worker's compensation regime within its province of operation. At the time of proposal submission, each member of the joint venture should provide proof from the appropriate worker's compensation regime body that it receives this reduction of fees.

If acceptable proof is not provided as requested, the Contracting Authority will so inform the bidder or bidder in joint venture and provide them five (5) working days within which to meet the requirement. **Failure to comply with the request of the Contracting Authority to meet the**

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**requirement within that time frame will render the proposal non-responsive and no further consideration will be given to the proposal.**

## **SRE 2 TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION**

### **2.1 TECHNICAL CRITERION 1 - Experience of the Bidder: (Maximum Points: 32.5 points)**

Describe the accomplishments and achievements of the Bidder for work related to the identified project.

#### **Information to be supplied:**

Description of a maximum of two (2) projects, where a Substantial Completion was issued within the last ten (10) years. Projects must be industrial in nature with a significant mechanical and electrical component. Industrial in nature means work that includes power piping (high pressure steam or gas or high temperature/pressure hot water, condensate and feed water distribution, etc.), high voltage power distribution, and natural gas piping. Include:

- A brief project description and intent including total construction value and contracts managed as well as start and Substantial Completion date. Clearly indicate how the project is comparable to the subject Project of this Request for Proposal;
- How budget was controlled and managed (i.e. contract price & final construction cost with explanation to address variances);
- How schedule was controlled and managed (i.e. initial schedule and revised schedule with explanation to address variances);
- How scope, quality and risks were managed to achieve client's expectations;
- Names of key personnel responsible for delivery; and
- Client references including name, address, phone and fax of client contact at the working level (PWGSC reserves the right to verify and consider the satisfaction of the referenced clients). The Contractor must ensure that all references provided are currently available and can be contacted by the PWGSC Evaluation Team within **five (5) working days** of bid closing.

### **2.2 TECHNICAL CRITERION 2 - Experience of Key Personnel of the Bidder: (Maximum Points: 27.5)**

Describe the accomplishments/achievements, relevant experience/expertise, roles/responsibilities/ degree of involvement/ years with the firm of all key personnel and their back-ups. The key personnel include, at a minimum, the Senior Project Manager, Site Superintendent, Field Engineer with industrial systems experience, Site Safety Officer.

#### **Information to be supplied for each member of the key personnel:**

- Relevant experience in the proposed position and number of years experience in both the proposed position and the construction industry (if not done with Bidder firm, specify name of firm);
- Role, responsibility and degree of involvement of individual in past projects (especially those identified in Criterion 1);
- Client references and acknowledgments: Provide name, address, phone and fax of client contact at working level. PWGSC reserves the right to verify and consider the satisfaction of the referenced clients. The Contractor must ensure that all references provided are currently available and can be contacted by the PWGSC Evaluation Team within **five (5) working days** of bid closing; and
- Name and qualifications of the back-up person for each key personnel
- Confirm, given constrained timeline, that proposed team is available immediately for this Project;
- Identify what other corporate resources may be necessary/available and explain how they will assist the Project team in specific areas.

### **2.3 TECHNICAL CRITERION 3 - Understanding of the Project (Maximum Points: 9)**

The Bidder should demonstrate an understanding of the goals, the constraints, the challenges and the issues of the Project that will shape the end product.

#### **Information to be supplied:**

- Description of the Project goals with highlights of those that are particularly significant to the Project;
- Description of the Contractor's Construction Management philosophy/methodology to meet the intent of the Project and PWGSC's expectations;
- Description of the approach to major issues to be dealt with during the Project such as:
  - Multiple stakeholders
  - Quality control
  - Coordination of multiple-path schedules (demolition and installation)

### **2.4 TECHNICAL CRITERION 4 - Management of Services: (Maximum Points: 10)**

The Bidder should demonstrate capability to manage the services and meet Project challenges and to ensure consistent control and communication efficiency. The Bidder should also demonstrate how the team will be organized and managed.

#### **Information to be supplied:**

- Organization chart with key personnel and other position titles and names of the Bidder's team;

- Description of reporting relationships within the firm and with PWGSC;
- Communication strategy;
- Description of how advice will be provided during the design and implementation stages;

## 2.5 TECHNICAL CRITERION 5 - Management of Services and Work (Maximum Points: 35)

The Bidder should describe how it proposes to perform the Services and deliver the Work while meeting the project constraints.

### Information to be supplied:

- Description of Time Services, explain how schedule control will be applied throughout the delivery of the Project;
- Description of Cost Services, explain how cost control will be applied throughout the delivery of the Project;
- Description of Scope control methodology;
- Description of Quality control methodology, explain how quality control will be applied throughout the delivery of the Project;
- Description of Tendering methodology;
- Description of Commissioning methodology; and
- Description of an above-average health and safety record such that the bidder receives a reduction in fees from the worker's compensation regime within its province of operation.

## SRE 3 PRICE EVALUATION

The price proposal and bid security shall be submitted in a separate sealed envelope. The price envelopes of all responsive proposals will be opened upon completion of technical submission evaluation. The price submitted by the Bidder will be divided by the Technical Score to establish the Price per Point of the Proposal.

$\frac{\text{"Price Proposal Form Amt"}}{\text{"Total Evaluated Score"}} = \text{Price per Point.}$

## SRE 4 BASIS OF SELECTION

Total maximum points for the sum of RS 2.1 through RS 2.5 (Technical Criteria) is 114 points; a minimum score of 40 points must be achieved to proceed to the opening of the price proposal; a score of 39 points or less will be considered non-responsive. The Bidder whose responsive proposal achieves the lowest overall Price per Point is the first entity that the Evaluation Board will recommend be approached to finalize the details of a Contract for the provision of the required

Services and Work. In the case of a tie, the Bidder submitting the lowest Total Proposed Amount will be selected. For a breakdown of the evaluation and grading of each technical criterion please refer to the table below.

<b>SRE2 - Technical Proposal Submission Requirements and Evaluation Matrix</b>		
<b>Criterion</b>		<b>Maximum Points</b>
<b>2.1 Technical Criterion 1 - Experience of the Bidder (32.5 Points)</b>		
<b>Project 1</b>		
Project Description		6
How budget was controlled and managed		3
How schedule was controlled and managed		3
How scope, quality, and risks were managed to achieve client's expectations		3
Names of key personnel responsible for delivery		2
Client references		3
<b>Project 2</b>		
Project Description		6
How budget was controlled and managed		1
How schedule was controlled and managed		1.5
How scope, quality, and risks were managed to achieve client's expectations		1
Names of key personnel responsible for delivery		2
Client references		1
<b>Total</b>		<b>32.5</b>
<b>2.2 Technical Criterion 2 - Experience of Key Personnel of Bidder (27.5 Points)</b>		
<b>Senior Project Manager</b>		
Relevant experience		2
Role, responsibility and degree of involvement of individual in past projects		3
Client references and acknowledgments		0.5
Name and qualifications of the back-up person for each key personnel		0.5
<b>Site Superintendent</b>		
Relevant experience		2
Role, responsibility and degree of involvement of individual in past projects		3
Client references and acknowledgments		0.5
Name and qualifications of the back-up person for each key personnel		0.5

	<b>Field Engineer</b>	
	Relevant experience	2
	Role, responsibility and degree of involvement of individual in past projects	3
	Client references and acknowledgments	0.5
	Name and qualifications of the back-up person for each key personnel	0.5
	<b>Site Safety Officer</b>	
	Relevant experience	2
	Role, responsibility and degree of involvement of individual in past projects	3
	Client references and acknowledgments	0.5
	Name and qualifications of the back-up person for each key personnel	0.5
	<b>Other</b>	
	Confirm, given constrained timeline, that proposed team is available immediately for this Project	0.5
	Other corporate resources	3
<b>Total</b>		<b>27.5</b>
<b>2.3 Technical Criterion 3 - Understanding of the Project (9 Points)</b>		
	Description of the Project goals with highlights of those that are particularly significant to the Project.	3
	Description of the Contractor's Construction Management philosophy/methodology	3
	Description of the approach to major issues to be dealt with during the Project such as: multiple stakeholders, quality control.	3
<b>Total</b>		<b>9</b>
<b>2.4 Technical Criterion 4 - Management Services (10 Points)</b>		
	Organization chart	2
	Description of reporting relationships within the firm and with PWGSC.	3
	Communication strategy	3
	Description of how advice will be provided during the design and implementation stages	2
<b>Total</b>		<b>10</b>

2.5 Technical Criterion 5 - Management of Services and Work (35 Points)		
	Description of Time Services, explain how schedule control will be applied throughout the delivery of the Project.	5
	Description of Cost Services, explain how cost control will be applied throughout the delivery of the Project.	5
	Description of Scope control methodology.	5
	Description of Quality control methodology, explain how quality control will be applied throughout the delivery of the Project.	5
	Description of Tendering methodology;	5
	Description of Commissioning methodology.	5
	Provided a Worker's Safety and Insurance Board (WSIB) certificate, or equivalent documentation from another jurisdiction.	5
	<b>Total</b>	<b>35</b>
	<b>Maximum Score</b>	<b>114</b>

Solicitation No. - N° de l'invitation

EJ192-133526/A

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

20133526

Amd. No. - N° de la modif.

File No. - N° du dossier

fg345EJ192-133526

Buyer ID - Id de l'acheteur

fg345

CCC No./N° CCC - FMS No/ N° VME

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## **APPENDIX "A"**

# **PRICE PROPOSAL FORM**

**APPENDIX "A"**

**PRICE PROPOSAL FORM (4 pages)**

**BA01 IDENTIFICATION**

- 1. Description of the Work: Construction Management Services for Chiller #4 Replacement. Cliff Central Heating and Cooling Plant  
1 Fleet Street, Ottawa, ON
- 2. Solicitation Number: EJ192-133526/A
- 3. Project Number: R.062561.001

**BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

- 1. Name: \_\_\_\_\_
- 2. Address: \_\_\_\_\_
- 3. Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

**BA03 THE OFFER**

- 1. The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Proposal Documents for the **TOTAL PROPOSAL AMOUNT** of

\$ \_\_\_\_\_ excluding all applicable taxes.

(to be expressed in numbers only)

The **TOTAL PROPOSAL AMOUNT** represents the sum of items (a) + (b) + (c) + (d) + (e) below, all excluding all applicable taxes:

- (a) Project Administration and Required Services, including construction coordination services. A fixed monthly fee (Item 2. A) of Annex "B" - Basis of Payment) of \$ \_\_\_\_\_ X 15 months = \$ \_\_\_\_\_
- (b) A Percentage Construction Fee of (Item 2. B) of Annex "B" - Basis of Payment) of \_\_\_\_\_% X \$7,360,000.00 = \$ \_\_\_\_\_
- (c) Estimated Construction Cost \$7,360,000.00
- (d) Bonding and Insurance (refer to Item 4. i ) of Annex "B" - Basis of Payment) \$ \_\_\_\_\_
- (e) Firm Per Diem Rates\* (inclusive of payroll costs, overhead and profit) for Additional Personnel (Item 2. C) of Annex "B" - Basis of Payment). See table below.

Category of Personnel	Quantity (days) (X)	Firm Per Diem Rate (Y)	Extended Price (X x Y)
Project Superintendent	20		
Health & Safety Officer	20		
Field Engineer	10		
Commissioning Specialist	10		
Total Extended Prices			

\*The quantities and categories of personnel identified in (e) above are for evaluation purposes only and shall not be interpreted by the Bidder to be a commitment by Canada to request the services of any of the personnel for any quantity of days whatsoever.

2. Any errors in the addition or multiplication of the amounts in subparagraphs 1)(a), (b), (c), (d) and (e) of BA03 shall be corrected by Canada to obtain the Total Proposal Amount
- 3) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.
- 4) Contractor is to hold the fixed monthly fee for any delays in any phases that would cumulatively affect the total duration of the phase by up to 3 months. The fixed monthly fee would be subject to negotiation for any phase which is delayed beyond 3 months.

#### **BA04 CONSTRUCTION COST OF THE WORK**

1. The cost of labour, Plant and Material referred to in subparagraph 1)(b) of BA03 shall be limited to the following categories of expenditure:
  - (a) payments to Subcontractors and Suppliers;
  - (b) wages, salaries, bonuses of employees of the Contractor provided they are actually and properly engaged on the Work under the Contract;
  - (c) assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and all applicable taxes collection costs;
  - (d) rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Contractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant has been approved by Canada;
  - (e) payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of Canada, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;

- (f) payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the Contract;
- (g) payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the Plant and Material necessary for and used in the performance of the Contract;
- (h) fee, permits and certificates; and
- (i) any other payments made by the Contractor with the approval Canada that are necessary for the performance of the Contract in accordance with the Contract Documents

#### **BA05 PROPOSAL VALIDITY PERIOD**

1. The proposal shall not be withdrawn for a period of **sixty (60) days** following the date of solicitation closing.

#### **BA06 CONTRACT DOCUMENTS**

1. The following are the contract documents:
  - a) Contract Page when signed by Canada;
  - b) Duly completed Price Proposal Form Appendix "A" attached thereto;
  - c) Request for Proposal all Annexes, Appendices and Amendments thereto;
  - d) Terms of Reference
  - e) General Conditions and clauses
 

i) GC1	General Provisions	R2810D (2013-04-25);
ii) GC2	Administration of the Contract	R2820D (2012-07-16);
iii) GC3	Execution and Control of the Work	R2830D (2010-01-11);
iv) GC4	Protective Measures	R2840D (2008-05-12);
v) GC5	Terms of Payment	R2850D (2010-01-11);
vi) GC6	Delays and Changes in the Work	R2860D (2013-04-25);
vii) GC7	Default, Suspension or Termination of Contract	R2870D (2008-05-12);
viii) GC8	Dispute Resolution	R2882D (2008-12-12);
ix) GC9	Contract Security	R2890D (2012-07-16);
x) GC10	Insurance	R2900D (2008-05-12);
  - Supplementary Conditions
  - Insurance Terms R2910D (2008-12-12);
  - Fair Wages and Hours of Labour - Labour Conditions R2940D (2012-07-16);
  - Allowable Costs for Contract Changes Under GC 6.4.1 R2950D (2007-05-25)
  - Schedules of Wage Rates for Federal Construction Contracts;
  - f) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - g) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - h) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
  - i) The Contractor's technical proposal

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2. The documents identified by title, number and date in paragraph 1) of the SA06 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-manua>  
↓
  3. Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:  
[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml).
  4. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

**BA07 ACCEPTANCE AND CONTRACT**

1. Upon acceptance of the Contractor's proposal by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents referred to in BA06 CONTRACT DOCUMENTS.
2. The contract value will be determined in accordance with amounts bid for items BA 03 (a) + (b) + (c) and (d) (All applicable taxes excluded).

**BA08 CONSTRUCTION TIME**

1. The full scope of the work is to be completed by August 15, 2014

**BA09 BID SECURITY**

1. The Bidder shall enclose bid security with its proposal in accordance with GI15 BID SECURITY REQUIREMENTS.

**BA10 SIGNATURE**


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

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Signature

---

Date

Solicitation No. - N° de l'invitation

EJ192-133526/A

Amd. No. - N° de la modif.

File No. - N° du dossier

fg345EJ192-133526

Buyer ID - Id de l'acheteur

fg345

CCC No./N° CCC - FMS No/ N° VME

20133526

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## **APPENDIX “B”**

# **COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER**



Solicitation No. - N° de l'invitation

EJ192-133526/A

Amd. No. - N° de la modif.

File No. - N° du dossier

fg345EJ192-133526

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CCC No./N° CCC - FMS No/ N° VME

20133526

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## **ANNEX “A”**

# **TERMS OF REFERENCE**

## **ANNEX "A"**

### **TERMS OF REFERENCE**

#### **SECTION 1 Description of Project**

- PD1 Project Information
- PD2 Project Description
- PD3 Project Team
- PD4 Project Goals

#### **SECTION 2 Description of Required Services and Work**

- RS1 General Administration Services
- RS2 Project Meetings
- RS3 Advice Throughout the Project
- RS4 Time Services
- RS5 Cost Services
- RS6 Risk Management
- RS7 Scope Control
- RS8 Not Applicable
- RS9 Reporting and Project Site Documents
- RS10 Health and Safety Planning and Implementation
- RS11 Ongoing PWGSC Projects and Operations
- RS12 Reserved
- RS13 Quality Control
- RS14 Commissioning
- RS15 Tendering the Work
- RS16 Construction Monitoring
- RS17 Changes (Notices and Orders)
- RS18 Construction General Instructions

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## SECTION 1 DESCRIPTION OF PROJECT

### PD1 PROJECT INFORMATION

The project concerns the removal and replacement of Chiller # 4 at the Cliff Central Heating and Cooling Plant, Ottawa, with a new 5,000 ton electric chiller. The Client's mandate is to complete this project prior to, or as soon as possible for use of the new chiller during the 2014 cooling season. Electrical upgrades to the existing plant infrastructure will also be necessary as part of this project.

- 1.1 **Location of the Project:** 1 Fleet St, Ottawa, ON.
- 1.2 **PWGSC Project Number:** R.062561.001
- 1.3 **Client:** PWGSC, National Capital Operations, Utility Management Services

### PD2 PROJECT DESCRIPTION

#### PD2.1 OVERVIEW

Public Works and Government Services Canada (PWGSC) plans on the replacement of older, steam-driven chillers at the Cliff CHCP, 1 Fleet Street, Ottawa, ON. This mandate will continue the process of eventual replacement of all the steam-driven chillers with more efficient electric chillers. The project also fulfills some environmental and sustainability concerns inasmuch as the steam-driven chillers use R-22, a refrigerant that poses risk to the environment and is subject to phase-out under the Montreal Protocol agreement. This project requires industrial construction and industrial commissioning. The purpose of this Request for Proposal is to engage the services of a successful bidder as Construction Manager (referred to as Contractor) in order to carry out the work and to accelerate project delivery.

The industrial nature of this work requires highly specialized trades who are experienced in high pressure Steam, chilled water and natural gas piping welding, industrial instrumentation, refrigeration piping, and high voltage electrical supply. It will also require trades capable of implementing minor architectural, structural, and civil changes to the Central Heating Plant.

PWGSC has retained a design firm for the complete engineering and contract administration of this project. The Contractor is required to work openly and proactively with the design team to find solutions to all issues.

#### PD 2.1.1 CONSTRUCTION OPERATIONS

**Construction operations shall be conducted as follows:**

- a) Provide manpower as required to achieve the complete Project scope within the mandatory milestones; and
- b) Two (2) parking spaces along with adequate room for a site trailer shall be provided by PWGSC; and
- c) Provide required sanitary facilities for the expected workforce.

**PD2.2 SCOPE OF WORK****An outline of the work is:**

- a) Site preparation and mobilization;
- b) Implement work packages as per construction documentation provided by Consultant.
- c) Demobilization from site;

**PD2.3 ESTIMATED CONSTRUCTION COST**

The estimated construction value will be \$7,360,000.00

The estimated breakdown of the construction value will be as follows:

Purchase of 5000 ton VFD Electric Chiller	\$3,200,000.00
Chiller Isolation and Demolition	\$700,000.00
Structural Floor Infill	\$160,000.00
Chiller Installation	\$1,200,000.00
Electrical Upgrades	\$2,100,000.00

**PD2.4 SCHEDULE**

- a) Substantial Performance of the Project is July 21, 2014, or sooner if possible.
- b) Final Completion of the Project is August 15, 2014, or sooner if possible.

**PD 3 PROJECT TEAM**

The Contractor shall report to the PWGSC Departmental Representative responsible for the management of this Contract and shall work with a Project team consisting of:

- a) The Departmental Representative;
- b) Project Management Support Services (PMSS);
- c) The Consultant;
- d) PWGSC technical specialists; and
- e) Other consultants or contractors as required (Time Specialist, Cost Specialist etc.)

**PD 3.1 PWGSC DEPARTMENTAL REPRESENTATIVE**

The PWGSC Departmental Representative is responsible for managing the Contractor's Contract. The Departmental Representative will assign PMSS Project Managers to manage portions of the Project and this Contract.

**PD 3.2 PWGSC COMMISSIONING MANAGER**

The PWGSC Commissioning Manager represents the PWGSC Departmental Representative and will work with the Consultant and Contractor to plan and implement the commissioning of the Work. He will be on Site during testing and will monitor the progress and quality of the Work in the commissioning process, including:

- a) Review all documentation at all stages of Project delivery;
- b) Monitor commissioning activities and the reported results;
- c) Ensure that all operation and maintenance issues are addressed;

- d) Witness tests with the Consultant and the Contractor's Commissioning Specialist; and
- e) Set up staffing, service contracts, spare parts and special equipment for operations in consultation with the Contractor and the Consultants

### **PD 3.3 CONSULTANT**

The Consultant and its team are responsible for, but not necessarily limited to:

- a) Analysis of Project requirements;
- b) Preparing design options and tender documents in consultation with the Contractor and PWGSC;
- c) Providing contract administration services related to the preparation and estimation of changes, certification of progress billings and recommendation to the Departmental Representative of acceptance of the Work;
- d) Cooperating with the Contractor and PWGSC;
- e) Providing general inspection services for quality control and responding to Site conditions/issues;
- f) Defining commissioning procedures and confirming that performance requirements have been met; verifying operating manuals, and ensure that record drawings are provided and are accurate; and
- g) Providing warranty period services.

### **PD 3.4 PWGSC TECHNICAL SPECIALISTS**

PWGSC's Centre of Expertise (COE) will oversee the entire design and construction program, providing all technical requirements. PWGSC Utilities Management Services Technical Specialists will provide additional operational requirements. As such, these stakeholders will have direct input to the design, construction and commissioning of the plant systems.

### **PD 3.5 CONTRACTOR**

The Contractor shall be contracted directly with PWGSC. The Contractor will provide all the Services and Work described in this document. The Contractor will coordinate and cooperate with all members of the Project team.

## **PD 4 PROJECT GOALS**

**The Project goals are:**

1. To complete the demolition of Chiller # 4 and the installation of the new electric chiller with minimal disruption to the client.
2. To complete all aspects of the project before August 15, 2014.

## SECTION 2 DESCRIPTION OF REQUIRED SERVICES and WORK

### RS 1 GENERAL ADMINISTRATION SERVICES

#### RS 1.1 GENERAL PROJECT DELIVERABLES

Provide three (3) paper copies in a size/format suitable for easy reading/understanding of the information being conveyed, plus one (1) electronic copy in unprotected native format and one (1) electronic copy in portable document format (\*.pdf), unless otherwise specified.

#### RS 1.2 ELECTRONIC COMMUNICATIONS

All Team participants including PWGSC, Consultants and Contractor must be able to communicate electronically by e-mail and using software acceptable to PWGSC. Acceptable software is:

For written reports and studies:	MS Word (*.doc)
For Spreadsheets and budgets:	MS Excel (*.xls)
For Presentations:	MS Power Point (*.pps)
For Schedules:	Primavera and/or Microsoft Project
For Drawings:	AutoCad (*.dwg)
For Specifications:	MS Word
For Web	Adobe PDF, HTML, Macromedia Flash

Provide a website for the project team to openly share project information

#### RS 1.3 CORRESPONDENCE

Distributed all correspondence related to this project as directed by the Departmental Representative. Develop a communication protocol to be approved by the Departmental Representative and incorporate into the Project delivery.

All communications must carry the Contract name/number, PWGSC Project title and PWGSC Project number. The date format will be yy-mm-dd. The only exception to this requirement is email correspondence.

All email correspondence must have subject lines with the PWGSC Project Number and wording of subject line must be clear.

Some examples of acceptable email subject lines:

- a) **R.062561.001** Communication Plan
- b) Communication Plan **R.062561.001**

Some examples of unacceptable email subject lines:

- a) Re:
- b) Com. Plan

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**RS 1.4 MEDIA RELATIONS**

Ensure that no staff from either the Contractor's firm or from the Contractor's Subcontractors grant interviews with the media unless requested to do so by the Departmental Representative. If contacted by reporters or others, refer reporters to the Departmental Representative immediately. Do not publish or agree to have published information on this Project or this Contract without the written approval of the Departmental Representative.

**RS 2 PROJECT MEETINGS**

Meetings will occur weekly, at the project site or in the offices of PWGSC or the Consultant.

**DESIGN MEETINGS**

The Departmental Representative or the Consultant shall chair these meetings and distribute the meeting minutes. The Contractor's Senior Project Manager shall attend these meetings.

**CONSTRUCTION MEETINGS:**

Hold construction meetings with Subcontractors, PWGSC, and the Consultant weekly. Meetings are to discuss and coordinate the Work and its progress. Prepare and distribute meeting minutes within one (1) working day, with copies to the Project team.

**COMMISSIONING MEETINGS:**

Once commissioning commences, hold separate commissioning meetings with Subcontractors, PWGSC, and the Consultant. Meetings are to discuss and coordinate the commissioning of Work and its progress. Prepare and distribute meeting minutes within one (1) working day, with copies to the Project team.

**RS3 ADVICE THROUGHOUT THE PROJECT**

Act as an advisor to the Project team throughout the life of the Project.

**The Contractor shall:**

- a) Analyze the background documents and reports. Provide recommendations on construction feasibility, availability of materials and labour and time requirements for installation and construction, and factors related to cost including costs of alternative designs or materials, preliminary budgets, and possible economies;
- b) Provide suggestions and/or alternatives for cost reductions or acceleration of the Project Schedule;
- c) Provide value engineering and life cycle costing for options being considered, if required; and
- d) Assist in providing liaison and coordination among government authorities such as NCC and others, utilities and other authorities having jurisdiction.

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### **RS3.1 REVIEW OF DESIGN AND CONSTRUCTION DOCUMENTS**

Review all design and construction document submissions as they are being prepared for constructability, coordination between all design disciplines (including architectural, structural, mechanical, and electrical), schedule impacts and pricing.

Recommend alternative solutions whenever design details affect construction feasibility or Schedules.

Review and return one marked-up set of documents with detailed, written comments relating to the reports, drawings, details, specifications, etc. to the Departmental Representative with a copy to the Consultant.

Refer all questions for the interpretation of the documents prepared by the Consultant to the Consultant. In the event of continuing interpretation difficulties, refer the issues with all required background material to the Departmental Representative for resolution; the Departmental Representative's interpretation shall be deemed final and conclusive.

### **RS 4 TIME SERVICES**

Planning and scheduling is a continuous interactive process involving planning, action, measurement, evaluations and revision.

Employ an experienced scheduler who is fully conversant with all aspects of project planning, scheduling and construction sequencing. The scheduler will play a major role in the development and monitoring of the Project Schedule, providing scheduling Services from commencement of the award of the Contract, through construction, commissioning, including the warranty period.

Prepare, monitor, update and maintain the overall Schedule for the duration of the Project, in accordance with appended specifications.

Following consultation with the Project team, incorporate the sequence and timing of the required basic program decisions, including design time, documentation, bid calls, bid evaluations, subcontract awards and on-site construction activities and commissioning into the Schedule. The Contractor shall also:

- a) Revise, monitor and update the preliminary Schedule as the Project proceeds;
- b) Finalize the overall Schedule for the approval of the Departmental Representative and estimate the manpower requirements for the Work. Break down the Schedule into individual networks and tasks for each package of Work in the Project. Indicate the sequence and timing for the construction operations and the milestone completion dates for the Work packages;
- c) During the design stage of the Services, identify items or processes where long lead times are required and that could jeopardize the Schedule. Pre-purchase items and implement procurement methodologies to ensure timely delivery to meet the Schedule and cash flow requirements. Assess the risk to the Project Schedule for late deliveries; and
- d) Identify and implement methodologies aimed at mitigating and minimizing the impact of construction activities on PWGSC operations.

## RS 5 COST SERVICES

Provide costing and cost control services for all aspects of the Services and Work from commencement of contract award through to the completion of the Project including:

- a) At completion design development, tender documents (50%, 99%,100%);
- b) Prior to and after award of each tender package;
- c) Monthly during the delivery of the Project;
- d) During the warranty period;
- e) When there is any Project scope change affecting the construction estimates by more than 5%.

Work with the Consultant and the Departmental Representative to come up with the best overall solution to meet the program requirements, Estimated Construction Cost and the Schedule. The Contractor is to establish a cost control program and prepare a projected cash flow for the Project, based upon reconciled estimates.

Within the limits of the Estimated Construction Cost, establish estimates for Work packages, as well as make and document assumptions for Work not yet defined. Submit to the Departmental Representative for review. Update and refine the estimates for the approval of the Departmental Representative as the development of the drawings and specifications proceeds.

The intent is to ensure that, at all times during the Project, a comprehensive construction estimate is in place, which includes all aspects of the Project, even those which are not fully developed and/or which have not yet been assigned to any specific Work package.

The Contractor's estimator is expected to review all information provided and to visit the Work and it's Site, as required throughout the course of Project, in order to become familiar with the Site conditions, Site access, on-site progress, etc.

Incorporate into cost estimating process and cost estimates a broad range of cost techniques, especially the following:

**Risk Analysis:** All construction estimates (except the final pretender estimate) shall include and identify design, estimating, inflation escalation and currency exchange allowances as are deemed necessary in light of the current information available.

**Life Cycle Costing:** In advising the Consultant of the cost information for alternative materials, methods and systems. Use all available information to ensure that the Project Estimated Construction Cost (upon which design and construction decisions will be made) is respected.

**Cash Flow:** Provide and maintain a cash flow for the Work, based upon the Project Schedule and the current estimate at each stage. The cash flow is be updated at each stage of the Project.

At all times, provide the Departmental Representative and the Consultant all costing estimates, information, assumptions, etc. related to the Work.

Prepare Class A cost estimates for each Work package in advance of the tender of that package.

Submit a monthly report outlining activities during the previous month, highlighting any areas of concern and new information received etc., along with forecast and proposed construction estimate revisions. Include, as separate cost categories, the Contractor's fixed fee and percentage fee.

**A typical Milestone Report from the Contractor will contain:**

1. Elemental or other format Estimate Summary;
2. Estimate Back-up Detail;  
Basis for escalation, inflation and contingency calculations;  
Detailed measurement and pricing;
3. Narrative;  
Outline description of estimate basis;  
Description of information obtained and used in the estimate.  
Listing of notable inclusions;  
Listing of notable exclusions; listing of items/issues carrying significant risk;
4. Reconciliation against last submission; and
5. Any other relevant information

Provide a sample of the report to the Departmental Representative for acceptance. Revise as required incorporating comments of the Departmental Representative.

Each monthly report shall be based on the previous report and will provide the Departmental Representative with up to date information on all aspects of the construction estimate and the Contractor's fees. Indicate all costs committed and expended to date. Identify for each Work package, the original estimate amount, the contract amount, the breakdown and total of approved change orders, estimated amounts on contemplated change orders, the revised contract amount, the total cost anticipated and the cost to complete the Project.

Inform the Departmental Representative and Consultant in writing immediately of any issue. Recommend actions to ensure the Project remains within the Estimated Construction Cost.

Provide timely identification and early warning of all changes that affect or potentially affect the Construction Budget. Suggest appropriate mitigating measures including proposed alternative design solutions to bring the Project back on budget.

**An exception report will include sufficient description and cost detail to clearly identify:**

1. Scope Change: Identifying the nature, reason and total cost impact of all identified and potential Project scope changes affecting the Estimated Construction Cost.
2. Cost overruns and under runs: Identifying the nature, the reason and the total cost impact of all identified and potential cost variations.
3. Options enabling a return to the Estimated Construction Cost: Identifying the nature and potential cost effects of all identified options proposed to return the Project within Estimated Construction Cost.

No acceptance or approval by PWGSC, whether expressed or implied shall be deemed to relieve the Contractor of its professional or technical responsibility for the Contractor's estimates and monthly reports.

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Neither does acceptance of an estimate by PWGSC in any way abrogate the Contractor's responsibility to maintain the Estimated Construction Cost throughout the life of the Project and to undertake corrective action should the lowest acceptable bid, for any Work package, differ significantly from the approved estimate.

## **RS 6 RISK MANAGEMENT**

Provide support to the Departmental Representative in identifying risks throughout the Project life cycle, providing input and assessment of the Project risk plan. Provide the Departmental Representative written comment on the Project risk plan at each stage of the Project.

## **RS 7 SCOPE CONTROL**

Immediately advise the Departmental Representative of any potential increase or decrease in scope **before** it affects project cost, Schedule, or quality.

## **RS 8 NOT APPLICABLE**

## **RS 9 REPORTING AND PROJECT SITE DOCUMENTS**

Submit written reports to the Departmental Representative. Submit sample reports to the Departmental Representative for approval. Incorporate comments into report format. Two types of reports are required: weekly and monthly.

### **RS 9.1 NOT APPLICABLE**

### **RS 9.2 WEEKLY REPORTING**

Reports are to be completed and submitted on Friday of each work week. Include:

- a) Summary of work completed over the past week shall be referenced to Project Schedule, including time/date stamped photographs clearly showing progress of Work; and
- b) Weekly look ahead schedule, for the next two-week period (that shall be referenced to Project Schedule) of expected progress and upcoming construction activities or operational matters that may impact construction.
- c) Update of the overall job hazard analysis for the entire site, with specific details on changes in any given area of the plant. If no change has occurred, indicate so.

### **RS 9.3 MONTHLY REPORTING**

Reports are to be completed and submitted on last working day of each month, along with the Request For Progress payment. Include:

- a) Schedule update (PDF and native format) and narrative summary report;
- b) Construction Budget report, including detailed change order log, invoicing and payments;
- c) Quality management report, including listing of new and outstanding issues;
- d) Environmental and waste management report;

- e) Health and safety status report, including narrative on the application or adjustment to the Construction Manager's Health and Safety Plan, Site-specific risk and hazard assessments, as well as any incidents, near misses and resulting actions; and
- f) A copy of the Site Superintendent's daily logbook and daily photographs, certified as true copies, as a separate report or volume.

#### RS 9.4 PROJECT SITE DOCUMENTS

Maintain at the Project Site, on a daily basis, records of all necessary contracts, samples, purchases, materials, equipment, maintenance and operating manuals and instructions, and other Work related documents, including revisions

#### RS 10 HEALTH AND SAFETY PLANNING AND IMPLEMENTATION

- a) Assume the role of "Constructor" as defined in the Occupational Health and Safety Act and Regulations for Construction Projects (Revised Statutes of Ontario, 1990 Chapter O.1, as amended) and be fully responsible for ensuring compliance with OSHA for all aspects of the Project. Further, comply with and enforce the requirements of 1) the National Building Code of Canada 2005 (NBC), Part 8 Safety Measures at Construction and Demolition Sites and Provincial Regulations for Construction Projects; and 2) the Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and the provision of Material Safety Data Sheets (MSDS) acceptable to Human Resources and Social Development Canada, Labour Program.
- b) Schedule and administer Health and Safety meeting with Departmental Representative prior to commencement of Work.
- c) Comply with Ontario Health and Safety Act and Regulations for Construction Projects.
- d) Give precedence to safety and health of public and Site personnel and protection of environment over cost and Schedule considerations for Work. Work at Site will involve contact with hazardous materials.
- e) Perform Site-specific safety hazard assessment related to the entire Site and Work within the Cliff CHCP.
- f) Develop and implement a Site-specific safety plan for all aspects of this Project. The Site-specific safety plan shall be based on a preliminary and ongoing hazard assessment of the Project to be performed. Update the Site-specific safety plan as Site conditions or hazards change. Inform all persons on the Site, daily, in the change of conditions or hazards. Resubmit the updated plan to the Departmental Representative immediately.
- g) Departmental Representative will review Contractor's Site-specific Health and Safety Plan and provide comments to Contractor within **five (5) days** after receipt of plan. Revise plan as appropriate and resubmit plan to Departmental Representative within three (3) days after receipt of comments from Departmental Representative. Departmental Representative's review of Contractor's final Health and Safety plan should not be construed as approval and does not reduce the Contractor's overall responsibility for construction Health and Safety.

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- h) Develop an On-site Contingency and Emergency Response Plan, which must address standard operating procedures to be implemented during emergency situations.
  - i) File Notice of Project with Provincial authorities prior to commencement of Work.
  - j) Be responsible for health and safety of persons on site, safety of property on Site and for protection of persons adjacent to Site and environment to extent that they may be affected by conduct of Work. Provide Site-specific safety orientation sessions over the duration of the project.
  - k) Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with Site-specific Health and Safety Plan.
  - l) Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of the Project, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction. Advise Departmental Representative verbally and in writing.
  - m) Ensure applicable items, articles, notices and orders are posted in conspicuous location on Site in accordance with Acts and Regulations of Province having jurisdiction, and in consultation with Departmental Representative.
  - n) Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Departmental Representative. Provide Departmental Representative with written report of action taken to correct non-compliance of health and safety issues identified. Departmental Representative may stop Work if non-compliance of health and safety regulations is not corrected.
  - o) Use powder actuated devices only after receipt of written permission from Departmental Representative. Blasting or other use of explosives is not permitted without prior receipt of written instruction by Departmental Representative.

### **RS 10.1 ON SITE PERSONNEL**

When construction operations are underway, provide:

- a) One (1) qualified Site Superintendent; and
- b) One (1) full-time Health and Safety Officer, who will be at the Site to document Site conditions, job hazards and provide direction to construction workers or operational personnel on health and safety matters. Ensure safety inspections occur daily, directing workers or operational personnel on health and safety matters.

### **RS 11 ONGOING PWGSC PROJECTS AND OPERATIONS**

PWGSC may have ongoing projects within the Cliff Central Heating and Cooling Plant.

#### **RS 11.1 PWGSC OPERATIONS**

The Contractor shall fully coordinate, daily and more frequently as the need arises, all construction operations and Site Safety requirements with the Cliff Central Heating and Cooling Plant.

**RS 12 NOT APPLICABLE****RS 13 QUALITY CONTROL**

Develop a Quality Management System to ensure that the specified quality standards for the Project are achieved.

The Work must meet the design and operational intent and criteria. The Contractor's continuous adherence, daily, to quality management of the entire construction process throughout all aspects of construction is essential. The significance of this issue cannot be understated. Actively document non-compliance, monitor and follow-up on the Work of all Subcontractors to ensure the construction is realized, as designed. The Contractor is not to solely rely upon the Consultant to document non-compliance with the design, but rather take a leading role in managing the Subcontractors and their Work, establishing a quality management database to ensure all construction issues, observations and reports are recorded and closed out, completely and correctly, to the approval of the Departmental Representative.

Establish, monitor, update and report on a quality management database specific to this Project. Inputs to the database will come from PWGSC, the Consultant team, Contractor's team daily Site observations, etc. Output from the database will go to Subcontractors, suppliers, as required, the Consultant and the Departmental Representative. All quality issues are to be addressed promptly, to ensure the pace of construction is maintained without the need for rework of the Work.

**Provide field engineering quality control services responsible for:**

- a) Day-to-day execution of the Quality Plan - architectural, mechanical, electrical and structural components and systems;
- b) Working with Subcontractors to explain the nature of the Quality Plan and their role in it and ensuring quality workmanship on Site;
- c) Maintaining quality records on Site including:
  - i) Inspections and tests reports;
  - ii) Non-conformance reports; and
  - iii) Corrective actions reports and sign-offs.
  - iv) Facilitating quality inspections by the Departmental Representative, the HoC Technical Authority and the Consultant;
- d) Reporting to the Contractor's project manager on the quality process for the Project.

**RS 14 COMMISSIONING**

Retain an experienced Commissioning Specialist who is conversant in industrial heating plant operations. The Contractor's Commissioning Specialist will be the Commissioning Authority for the Project, directing a commissioning process, or program of activities, for all of the Work that is reasonable and practical. This specialist will assist in documenting, witnessing test results.

The PWGSC Departmental Representative, the Contractor and Contractor's Commissioning Specialist, the Subcontractors, the Consultants, the PWGSC Commissioning Manager will form the commissioning team. The commissioning team must work together in a collaborative and open manner to successfully complete the commissioning process. The Contractor and the Contractor's Commissioning Specialist shall take on a key and leading role in driving the commissioning process to successful completion.

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## RS14.1 COMMISSIONING PLAN

Commissioning is an integral part of all phases of the Work. Commissioning and performance verification is a key element of the Project Quality Management Plan and shall be conducted at all stages of the Project. Develop and update a Commissioning Plan throughout the Project, with input and direction from the Consultant. Administer, and manage the implementation of the Commissioning Plan. Commission each phase of the Work and the overall Work and make every effort to reduce the Project Schedule and Estimated Construction Cost.

### **The Contractor and the Contractor's Commissioning Specialist are responsible for:**

- a) Ensuring that all required commissioning activities are identified in the Project Schedule and in construction documents;
- b) Ensuring that information on labeling protocols, maintenance data requirements and protocols are relayed to the Subcontractors and related information sessions with PWGSC are scheduled as required;
- c) Confirming that Subcontractors' Work is sufficiently complete to warrant inspection and testing, by the Consultant and for scheduling of the required inspections and tests;
- d) Developing and implementing a Site quality assurance program to minimize delays as a result of poor workmanship or Subcontractor error; to reduce deficiencies and callbacks during warranty periods; to reduce long-term risk to PWGSC arising from poor workmanship;
- e) Administrating and managing independent quality control testing as may be required by PWGSC, the Consultant or the Contractor to confirm the adequacy of a Subcontractor's Work or commissioning reports;
- f) Ensuring that all test results, documents, manuals are provided by Subcontractors; monitoring the Consultant review process and reporting to PWGSC on the progress of the commissioning effort;
- g) Directing Subcontractors to complete, repair, adjust or rebuild portions of the Work that do not meet the verification standards including monitoring deficiencies and ensuring that they are corrected;
- h) Ensuring that seasonal commissioning activities are detailed within the Project Schedule, are completed on time, and with the proper documentation and or follow-up action;
- i) Monitoring and inspecting with the Consultant the Work during its warranty period and during seasonal commissioning activities to ensure defects are corrected. The frequency of monitoring and inspection expected to occur twice during the warranty period - three and eleven months;
- j) Ensuring that testing and commissioning of equipment is witnessed and inspected by the Consultant and the required authority;
- k) Coordinating the federal, provincial and municipal inspections required for occupancy;
- l) Scheduling and following-up on the three and eleven month inspections after the issuance of the Substantial Performance;

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- m) Undertaking all actions required to close-out subcontracts including final warranty reviews, contract close-outs;
  - n) Coordinating the training of PWGSC operational staff and the equipment handovers;
  - o) Monitoring and reporting to PWGSC on the progress of the commissioning process against the plan;
  - p) Witness all testing including testing of all components, systems and integrated systems. This includes, but is not limited to, a complete verification of the controls sequence of all systems;
  - q) Complete and sign-off all verification reports and compile into a comprehensive Commissioning Manual as the Project progresses, including Commissioning Manual updates to include seasonal commissioning activities;
  - r) Organize commissioning meetings at a minimum weekly, preparing agenda, chairing meetings, preparing minutes and distributing them;
  - s) Provide Schedules related to all commissioning activities as well as reporting and monitoring. Present an updated commissioning Schedule at all commissioning meetings. Identify any variances and issues to be addressed at those commissioning meetings;
  - t) Assist in the labeling protocols by gathering all forms dealing with product information from various Subcontractors and reviewing and verifying that the information is correct. The physical labeling requirements are the responsibility of the Subcontractors;
  - u) Confirm that the Subcontractors' Work is sufficiently complete prior to start up so that inspections are carried out, deficiencies identified by the Consultants and corrected by the Subcontractors;
  - v) Gather all the start-up reports, reviewing format and content against manufacturer's instructions prior to start-up, ensuring that they reflect the procedures listed in the manufacturer's instructions;
  - w) Manage the process of developing the testing and performance verification. The Commissioning Specialist will prepare verification forms and make them Project specific. All forms will be submitted to the Consultant and PWGSC Commissioning Manager for review and comment. Update the forms as required. During testing the Commissioning Specialist will record all results and report any variances to the PWGSC Commissioning Manager and Consultant; and
  - x) Coordinate all shutdowns of the Cliff Central Heating and Cooling Plant with the Plant Superintendent, the Departmental Representative and UMS team.

## RS 15 TENDERING THE WORK

While the Contract for the delivery of construction management services for the Cliff CHCP Chiller #4 Replacement is between the Department and the CM, it is understood that the CM will deliver the construction services called for in this Terms of Reference through subcontractors.

As an independent entity, the CM will select its own subcontractors. It is most important that these selection processes are fair, open and transparent and that all qualified subcontractors have the opportunity to be considered for the construction Work. PWGSC believes that competitive bidding and open tendering processes will yield the best value at lowest cost for subcontracted Work.

The Contractor shall allow for up to ten (10) major tenders (over \$25,000) and up to five (5) minor tenders (less than \$25,000).

**The Contractor will:**

- 1.) In subcontracting for the construction the CM shall:
  - (a) In consultation with the Consultant, prepare tender and contract documents that clearly set out the requirements for materiel and services;
  - (b) Using standard construction industry documents, such as CCDC 11 - 1996 (R2006) Contractor's Qualification Statement, ensure that subcontractors in trades that are essential to the successful delivery of the Work, are pre-qualified prior to being invited to submit tenders;
  - (c) Enter into contracts with qualified subcontractors who submit the lowest-priced compliant tenders;
  - (d) Manage subcontractors and ensure they provide the required services in a manner consistent with the terms and conditions of this Contract and achieve timely delivery of quality services at the lowest cost;
  - (e) Establish quality and performance requirements and monitor subcontractor performance, including quality of deliverables, adherence to schedules and costs;
  - (f) Provide for dispute resolution, initiation of subcontract amendments and payments; and
- 2.b) The CM shall obtain open, fair and competitive bids for the subcontracts required for each portion of the Work in accordance with the following requirements:
  - (a) Subcontracts estimated at less than \$25,000 including Harmonized Sales Tax, may be single-sourced to qualified suppliers only upon the written approval of the Departmental Representative.
  - (b) For subcontracts estimated at less than \$100,000, including Harmonized Sales Tax, and upon the written approval of the DR, the CM may invite a minimum of 3 qualified suppliers to submit bids.
  - (c) For subcontracts estimated at less than \$100,000, including Harmonized Sales Tax, the CM, upon the written agreement of the DR, may set aside the requirement to solicit a minimum of three bids if it has demonstrated to the satisfaction of the DR, that less than three firms are capable of performing the Work.
- 3.c) For subcontracts estimated at \$100,000 or more, including harmonized sales tax, advertise publicly through MERX™ Private, in accordance with the following open bidding procedures:
  - (a) The public advertisement shall include, at a minimum, a description of the nature of the Work to be performed, information regarding any technical requirements, financial guarantees or other documentation to be provided with the bid, the completion date for the Work, the address of the bid closing location and the final date and time for receiving bids, the identification of a contact point for obtaining bid documents and from which further information may be obtained, the date, time and place of the public opening of the bids.
  - (b) Tender documentation shall include all of the public advertisement information, as well as identification of the bid validity period, the criteria for awarding the contract including any factors other than price to be considered in the evaluation of bids, the terms of payment and any other terms or conditions.
  - (c) During the solicitation the Construction Manager shall reply promptly to any request for bid documents or any reasonable request for relevant information made by a supplier participating in

the tender. Information provided in response to questions during the tender period must be provided to all bidders.

- d) The receipt and opening of bids and the awarding of contracts must be consistent with the following:
- (a) Bids must be opened in the presence of a least two representatives of the Construction Manager, as well as a representative of Canada, all of whom will act as witnesses to the opening by verifying and signing the Record of Bids received.
  - (b) Contracts shall be awarded in accordance with the requirements specified in the notices and bid documentation, and must be submitted by a supplier that complies with the terms and conditions of the bid documents.
  - (c) The CM shall, upon request, promptly inform suppliers participating in the bid of decisions on contract awards.
- e) The CM shall:
- (a) Seek pre-approval from the DR for any deviation from the competitive subcontracting process and make the documentation available to PWGSC.
  - (b) Demonstrate to the DR that it has a competitive subcontracting process and a prequalification process, reflecting best industry practices.
- f) The CM shall analyze the bids received and recommend awards to the DR through a trade contract award recommendation. The format of the trade contract award recommendation is the responsibility of the CM, however, at a minimum; the recommendation must include copies of the following documents:
- (a) Prequalification Phase (if applicable) – copies of prequalification documents such as CCDC 11 - 1996 (R2006) Contractor's Qualification Statement or equivalent, the list of contractors submitting applications for prequalification and the results of the evaluation of prequalification submissions
  - (b) Tender Phase: copies of all bids received, verification (e.g. a time stamp) that bids were received on time prior to the time scheduled for bid closing, a copy of the Record of the bid opening, properly witnessed, a copy of the MERX TM notice, or invitation to tender if the Work is valued at under \$100,000, a copy of all solicitation documents, a summary of all tenders received with bid amount breakdowns and totals, verification that bid security (if applicable) was provided with the bid, information on any tender qualifications or disqualifications; and identification of the supplier recommended for contract award
- g) When the DR approves the expenditure and the procurement process, the CM shall prepare the subcontracts for execution. No award of subcontracts to a Subcontractor can proceed without an approved trade contract award recommendation.
- h) The CM, and anyone not at arm's length to the CM, shall be ineligible to submit bids for any construction tenders issued for work tendered as part of the Cliff CHCP Chiller #4 Replacement, Construction Management contract. For further clarity, the CM will be deemed to have a Conflict of Interest that would prevent it from being eligible to submit bids for any tenders issued in connection with the Project. This does not limit the CM's ability to use its own forces when permitted by the DR.
- i) Canada reserves the right to require the CM to enter into subcontracts for the supply of services or materials with Subcontractors that have been prequalified by Canada for any component of the Work. Any such subcontract shall form part of the Cost of the Work.

## RS 15.1 NEGOTIATION

Analyze and reconcile any differences between pretender estimates and the submitted bids. Advise the Departmental Representative of lowest compliant bidder and bidders tender price.

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Ensure the Estimated Construction Cost is not exceeded to the Completion of the Project. In order to maintain the Estimated Construction Cost, if required, negotiate with lowest compliant bidder prior to awarding the Contract. Prior to negotiation, provide cost and scope deduction recommendations to the Consultant and the Departmental Representative to assist them in making the decisions to accept the reductions. Negotiation is to be based on the agreed scope reductions.

## **RS 16 CONSTRUCTION MONITORING**

Monitor the Work of the Subcontractors. Coordinate the Work with suppliers, PWGSC and the Consultant. Drive the Work to completion.

- a) **Maintain competent personnel on site as follows:**  
One (1) full-time superintendent, one (1) full-time safety officer, one (1) field engineer (as required), and one (1) commissioning specialist (as required) on Site during implementation of the Work to monitor and provide general direction to all those associated with the Work.
- b) Identify unacceptable Work early to avoid delays that might arise as a result of required corrections of deficient Work. Ensure that comprehensive quality management processes are followed daily. Ensure that adequate back-up personnel are available;
- c) Establish on-site organization and lines of authority in order to carry out the overall plans of the Contractor and PWGSC;
- d) Recommend to the Departmental Representative for comments, acceptance, or rejection the procedures for coordination among occupants, PWGSC Project and operations staff, the Consultant, Subcontractors and the Contractor with respect to all aspects of the Project. Implement approved procedures;
- e) Attend all meetings. Schedule and conduct progress meetings at which Subcontractors, PWGSC, Consultant and Contractor can discuss jointly such matters as procedures, progress, problems, costs and scheduling;
- f) Provide daily monitoring of the Schedule as the Work proceeds;
- g) Complete the Work according to the accepted construction documents, Project Schedule and Project Estimated Construction Cost;
- h) As part of a comprehensive quality management process, provide daily inspection of all aspects of the Work, documenting matters for action or follow-up by Subcontractors, or referral to the Consultant. Ensure the Work is constructed as specified. Use photographs to document issues and their correction;
- i) Review the adequacy of the Subcontractors personnel and equipment and availability of material and supplies to meet the Schedule. Implement remedial action when requirements of a subcontract or the Project Schedule are not being met;
- j) Prepare and maintain a decision log recording all decisions affecting Schedule, construction estimates, scope, or quality, including dates, place, and participants. These records are to be made available to PWGSC at all times; and
- k) Monitor and document all health and safety matters daily.

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**RS 17 CHANGES (NOTICES AND ORDERS)**

- 17.1** The Contractor shall submit a cost estimate breakdown for each contemplated change to Departmental Representative and the Consultant for review and approval before proceeding with the change. **The breakdown shall itemize all labour, material, plant and equipment costs estimated by the Contractor.**
- 17.2** It is the responsibility of the Contractor to ensure that all prices included in the Contractor's breakdown, including the costs and mark-ups of Subcontractors, are fair and reasonable.
- 17.3** Labour rates, for all trades, shall only be paid in accordance with trade union agreements and with the approval of the Departmental Representative.
- 17.4** The costs of all material, plant and equipment must be based on the actual amount paid to suppliers by the Contractor or Subcontractors and said costs are to include all applicable discounts.
- 17.5** The Contractor's percentage fee of the Project Estimated Construction Cost will include for all Services and Work associated with changes and shall not be subject to any mark-ups or additional fees.
- 17.7** A detailed log of the cost of forecasted final subcontract amounts, change notices and change orders is to be maintained by the Contractor for all subcontracts, at all times throughout the Project.

**RS 18 CONSTRUCTION GENERAL INSTRUCTIONS****RS 18.1 MINIMUM STANDARDS**

Materials shall be new and work shall conform to the minimum applicable standards of the Canadian General Standards Board, the Canadian Standards Association, the National Building Code of Canada 1995 (NBC) and all applicable Provincial and Municipal codes. In the case of conflict or discrepancy the most stringent requirement shall apply

**RS 18.2 SHOP DRAWINGS**

Submit for the Departmental Representative's review, six (6) copies of each shop drawing.

The review is for the sole purpose of ascertaining conformance with the general design concept, and does not mean approval of the design details inherent in the shop drawings, responsibility for which shall remain with the Contractor. Such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or of his responsibility for meeting all requirements of the Contract Documents.

Do not commence manufacture or order materials before shop drawings are reviewed

**RS 18.3 SAMPLES**

Not applicable

**RS 18.4 PRODUCT DATA**

Product data: manufacturers catalogue sheets, brochures, literature, performance charts and diagrams, used to illustrate standard manufactured products.

Submit six (6) copies of product data.

Delete information not applicable to project.

Cross-reference product data information to applicable portions of Contract Documents.

## **RS 18.5 TAXES**

Pay all taxes properly levied by law (including Federal, Provincial and Municipal).

## **RS 18.6 FEES, PERMITS AND CERTIFICATES**

Pay all fees and obtain all permits. Provide authorities with plans and information for acceptance certificates. Provide inspection certificates as evidence that work conforms to requirements of Authority having jurisdiction.

## **RS 18.7 FIRE SAFETY REQUIREMENTS**

Comply with the National Building Code of Canada [1995] (NBC) for fire safety in construction and the National Fire Code of Canada 1995 (NFC) for fire prevention, fire fighting and life safety in building in use.

Comply with Human Resources Development Canada (HRDC), Fire Commissioner of Canada (FCC) standards:

- .1 No. 301: Standard for Construction Operations
- .2 No. 302: Standard for Welding and Cutting
- .3 No. 374: Fire Protection Standard for General Storage (Indoor and Outdoor)
- .4 available from Fire Protection Engineering Services, Labour Program, HRDC or following internet site: [http://info.load-otea.hrdc-drhc.gc.ca/fire\\_prevention/standards/commissioner.shtml](http://info.load-otea.hrdc-drhc.gc.ca/fire_prevention/standards/commissioner.shtml)
- .5 Retain all fire safety documents and standards on site.

Welding and cutting: Before cutting and welding operations commence, issue hot work permits then continuously monitor all welding, soldering, grinding and/or cutting work. Store flammable liquids in approved CSA containers. No open flame shall be used unless permitted and authorized by the Contractor.

At least 48 hours prior to commencing cutting, welding or soldering procedure, advise the Departmental Representative:

- .1 Notice of intent, indicating devices affected, time and duration of isolation or bypass.
- .2 Completed welding permit as defined in FC 302.
- .3 Return welding permit to Site Superintendent immediately upon completion of procedures for which permit was issued.

A fire watcher as described in FC 302 shall be assigned when welding or cutting operations are carried out in areas where combustible materials within 10m may be ignited by conduction or radiation.

Where work requires interruption of fire alarms or fire suppression, extinguishing or protection systems:

- .1 Provide watchman service as described in FC 301; In general, watchman service is defined as an individual conversant with Fire Emergency Procedures, performing fire picket duty within an unprotected and unoccupied (no workers) area once per hour.
- .2 Retain services of manufacturer for fire protection systems on daily basis or as approved by FCC, to isolate and protect all devices relating to:
  - .1 modification of fire alarms, fire suppression, extinguishing or protection systems; and/or
  - .2 cutting, welding, soldering or other construction activities which might activate fire protection systems.

Immediately upon completion of work, restore fire protection systems to normal operation and verify that all devices are fully operational.

Inform fire alarm system monitoring agency and local Fire Department immediately prior to isolation and immediately upon restoration of normal operation.

#### **RS 18.8 FIELD QUALITY CONTROL**

Carry out Work using qualified licensed workers or apprentices in accordance with Provincial Act respecting manpower vocational training and qualification.

Permit employees registered in Provincial apprenticeship program to perform specific tasks only if under direct supervision of qualified licensed workers.

Determine permitted activities and tasks by apprentices, based on level of training attended and demonstration of ability to perform specific duties

#### **RS 18.9 HAZARDOUS MATERIALS**

Comply with the requirements of the Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labeling and the provision of Material Safety Data Sheets (MSDS) acceptable to Human Resources Development Canada, Labour Program.

For work in occupied buildings give the Departmental Representative 48 hours notice for work involving designated substances (Ontario Bill 208), hazardous substances, and before painting, caulking, installing carpet or using adhesives.

#### **RS 18.10 TEMPORARY UTILITIES**

Existing services required for the work, may be used by the Contractor without charge. Ensure capacity is adequate prior to imposing additional loads. Connect and disconnect at own expense and responsibility.

Give the Departmental Representative one (1) week notice related to each necessary interruption of any mechanical or electrical service throughout the course of the work. Keep duration of these interruptions to a minimum. Carry out all interruptions after normal working hours of the occupants, preferably on weekends.

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**RS 18.11 REMOVED MATERIALS**

Unless otherwise specified, materials for removal become the Contractor's property and shall be taken from site.

**RS 18.12 PROTECTION**

Protect finished work against damage until take-over.

Protect adjacent work against the spread of dust and dirt beyond the work areas.

Protect operatives and other users of site from all hazards.

Protect mobilization area so run-off into existing storm water systems is contained.

**RS 18.13 USE OF SITE AND FACILITIES**

Execute work with least possible interference or disturbance to the normal use of premises. Make arrangements with Departmental Representative to facilitate work as stated.

Maintain existing services to adjacent buildings and areas and provide for personnel and vehicle access.

Where security is reduced by work provide temporary means to maintain security.

Where elevators, dumbwaiters, conveyors or escalators exist Contractor may use these at Departmental Representative's discretion. Protect from damage, safety hazards and overloading of existing equipment.

Provide separate men's and women's sanitary facilities adjacent to Site offices. Keep facilities clean.

Maintain an office at the site until Project Completion. Provide and setup Site offices for Contractor's dedicated site staff, include for one separate consultant office, meeting area and separate lunchroom facilities trade workers. Office areas are to be secure, clean and quiet (by construction site standards). Each office shall be maintained in clean condition during the progress of the Work and adequately lighted, heated, ventilated and air conditioned space for meetings, filing and plan tables for Contract Documents. Provide:

- a) Meeting space to accommodate minimum five (5) persons;
- b) A file room for drawings, specifications, operating manuals and all other printed material to be kept at the Work Site;
- c) Cooled bottled water at all times with disposable drinking cups in each office;
- d) Administrative / reception area with photocopy and facsimile machines. All office supplies;
- e) All facilities required by the Contractor for the accommodation of its staff, including:
  - i Fax machine for own use and use of Departmental Representative (on a separate line from the telephone);
  - ii Computer with high-speed e mail connection for own use;
  - iii Filing cabinets;
  - iv Project documentation; and

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v Adequate required first aid facilities.

**RS 18.14 SITE STORAGE**

Provide all required storage space, which shall be equipped and maintained by the Contractor.

Do not unreasonably encumber site with materials or equipment.

Move stored products or equipment which interfere with operations of Departmental Representative or other contractors.

Obtain and pay for use of additional storage or work areas needed for operations

**RS 18.15 CUT, PATCH AND MAKE GOOD**

Cut existing surfaces as required to accommodate new work. Ultrasound scanning is mandatory prior to all structural or slab cutting and coring work.

Remove all items so shown or specified.

Patch and make good surfaces cut, damaged or disturbed, to Departmental Representative's approval. Match existing material, colour, finish and texture.

**RS 18.16 SLEEVES, HANGERS AND INSERTS**

Co-ordinate setting and packing of sleeves and supply and installation of hangers and inserts. Obtain Departmental Representative's approval before cutting into structure

**RS 18.17 EXAMINATION**

Examine site and conditions likely to affect work and be familiar and conversant with existing conditions.

Provide photographs of surrounding properties, objects and structures liable to be damaged or be the subject of subsequent claims, daily

**RS 18.18 SIGNS**

Provide common-use signs related to traffic control, information, instruction, use of equipment, public safety devices, etcetera, in both official languages or by the use of commonly-understood graphic symbols to the Departmental Representative's approval.

No advertising will be permitted on this project

**RS 18.19 ACCESS AND EGRESS**

Design, construct and maintain temporary "access to" and "egress from" work areas, including stairs, runways, ramps or ladders and scaffolding, independent of finished surfaces and in accordance with relevant municipal, provincial and other regulations. Ingress and egress of Contractor vehicles at Site is limited to the road north Lyon Street.

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**RS 18.20 SCAFFOLDS AND WORK PLATFORMS**

Design, install, and inspect scaffolds and work platforms required for work in accordance with relevant municipal, provincial and other regulations.

Provide design drawings, signed and sealed by qualified Professional Engineer licensed in the province of Ontario, where prescribed.

Additions or modifications to scaffolding must be approved by Professional Engineer in writing

**RS 18.21 PUBLIC WAY PROTECTION**

Design, erect and maintain hoarding and covered pedestrian walkways to support all loads including wind loads and provide protection, complete with signs and electrical lighting as required by authority having jurisdiction.

Provide one lockable truck entrance gate[s] and one pedestrian door as directed and conforming to applicable traffic restrictions. Equip gates with locks and keys. Paint public side of site enclosure in colour selected by Departmental Representative.

**RS 18.22 WASTE MANAGEMENT**

Comply with the Environmental Protection Act, Ontario Regulations O.Reg. 102/94 and O. Reg. 103/94 for waste management program on construction and demolition projects.

PWGSC will provide a "waste audit" to advise of waste generated during demolition or construction operations, prepare written "waste reduction work plan" and implement procedures to reduce, reuse and recycle materials to the extent possible.

Provide a "source separation program" to disassemble and collect in an orderly fashion the following "materials designated for alternative disposal" from the "general waste" stream.

- .1 brick and Portland cement concrete.
- .2 cardboard (corrugated).
- .3 gypsum board (unfinished).
- .4 steel.
- .5 wood (not including treated or laminated wood).

Submit complete records of all removals from site for both "materials designated for alternative disposal" and "general waste" including:

- .1 Time and date of removal
- .2 Description of material and quantities.

Proof that materials have been received at an Approved Waste Processing Site or certified Waste Disposal Site as required.

**RS 18.23 OPERATIONS AND MAINTENANCE MANUALS**

Two (2) weeks prior to any scheduled training, submit to Departmental Representative four (4) copies of approved Operations Data and Maintenance Manual in both official languages, compiled as follows:

- .1 Bind data in vinyl hard cover 3 "D" ring type loose leaf binders for 212 x 275 mm size paper. Binders must not exceed 75 mm thick or be more than 2/3 full.
- .2 Enclose title sheet labeled "Operation Data and Maintenance Manual," project name, date and list of contents. Project name must appear on binder face and spine.
- .3 Organize contents into applicable sections of work to parallel project specifications breakdown. Mark each section by labeled tabs protected with celluloid covers fastened to hard paper dividing sheets.

Include following information plus data specified.

- .1 Maintenance instruction for finished surface and materials.
- .2 Copy of hardware and paint schedules.
- .3 **Description:** Operation of the equipment and systems defining start-up, shut-down and emergency procedures, and any fixed or adjustable set points that affect the efficiency of the operation. Include nameplate information such as make, size, capacity and serial number.
- .4 **Maintenance:** Use clear drawings, diagrams or manufacturers' literature which specifically apply and detail the following:
  - .1 lubrication products and schedules.
  - .2 trouble shooting procedures.
  - .3 adjustment techniques.
  - .4 operational checks.
  - .5 Suppliers names, addresses and telephone numbers and components supplied by them must be included in this section. Components must be identified by a description and manufacturers part number.
- .5 Guarantees showing:
  - .1 Name and address of projects.
  - .2 Guarantee commencement date (date of Interim Certificate of Completion).
  - .3 Duration of guarantee.
  - .4 Clear indication of what is being guaranteed and what remedial action will be taken under guarantee.
  - .5 Signature and seal of Guarantor.
  - .6 Additional material used in project listed under various Sections showing name of manufacturer and source of supply.

**Spare parts:** List all recommended spares to be maintained on site to ensure optimum efficiency. List all special tools appropriate to unique application. All parts/tools detailed must be identified as to manufacturer, manufacturer part number and supplier (including address).

Include one complete set of final shop drawings (bound separately) indicating corrections and changes made during fabrication and installation.

**RS 18.24 RECORDS**

As work progresses, maintain accurate records to show deviations from contract drawings. Just prior to Departmental Representative's inspection for issuance of the Certificate of Completion, supply to the Departmental Representative one (1) set of white prints with all deviations neatly inked in. The Departmental Representative will provide two sets of clean white prints for this purpose.

**RS 18.25 GUARANTEES AND WARRANTIES**

Before completion of work collect all manufacturer's guarantees and warranties and deposit with Departmental Representative

**RS 18.26 CLEAN UP**

Clean up work area as work progresses. At the end of each work period, and more often if ordered by the Departmental Representative, remove debris from site, neatly stack material for use, and clean up generally.

Upon completion remove scaffolding, temporary protection and surplus materials. Make good defects noted at this stage.

Clean areas under contract to a condition at least equal to that previously existing, including building exterior and surrounding site, to approval of Departmental Representative.

**RS 18.27 SECURITY CLEARANCES**

All personnel employed on this project will be subject to security check. Refer to Appendix B - Security Clearance Instructions and Forms. Obtain requisite clearance, as instructed, for each individual required to enter the premises.

**RS 18.28 SITE SECURITY**

Contractor shall be responsible for security of the entire Site until the facility is ready for intended use. Develop a security plan in consultation with the Departmental Representative. Revise plan as required to approval of Departmental Representative. Update plan to meet requirements of Departmental Representative as Project progresses. Be responsible for:

- a) Coordination of construction activities and PWGSC operations;
- b) Access to the Site including sign-in procedures and security clearances;
- c) Off-hours security including procedures to "escort", to "lockup", evening and weekend surveillance, fire watches, emergency procedures and responses;
- d) All safety issues related to the Work or it's Site to be performed as required by federal, provincial or municipal regulations;
- e) Safeguarding of components to be reused or recycled;
- f) Protection of materials, equipment, workmanship and, throughout the implementation of the Project, any PWGSC items installed prior to the building being ready for use; and

g) A Site protocol to be developed and enforced, including

:

- i) No CDs, radios or tape machines;
- ii) Noise control;
- iii) No parking on Site; and
- iv) Due regard for the general public's expectations with respect to behavior, language and dress in public places (all portions of the Site are deemed to be public).

Provide emergency response coordination and for responses to Site problems during non-working hours. In consultation with the Departmental Representative, establish a list of contacts for responses and communication. In the event of any problems, contract Departmental Representative immediately. In case of an emergency where the safety of persons or property is concerned, or Work is endangered by the actions of the subcontractors or other persons, take immediate action. If required, stop Work. In all situations, notify the Departmental Representative. Give immediate written notice to the subcontractor or other person of the hazard.

#### **RS 18.29 BUILDING SMOKING ENVIRONMENT**

Smoking is not permitted in the Cliff Central Heating and Cooling Plant. Obey smoking restrictions on building property.

#### **RS 18.30 DUST CONTROL**

Provide dust tight screens or partitions to localize dust-generating activities, and for protection of workers, finished areas of work and public.

Maintain and relocate protection until such work is complete

#### **RS 18.31 TESTING / LABORATORY SERVICES**

Departmental Representative will appoint and will reimburse Contractor for costs of inspection and testing services, unless indicated otherwise.

Provide safe working areas and assist with testing procedures, including provisions for materials or services and co-ordination, as required by testing agency and as authorized by Departmental Representative.

Where tests indicate non-compliance with specifications, contractor to pay for initial test and all subsequent testing of work to verify acceptability of corrected work

#### **RS 18.32 SCHEDULING**

Carry out Work in accordance with PD 2.1.1 - Construction Operations.

#### **RS 18.33 COST BREAKDOWN**

Before submitting first progress claim submit breakdown of Contract Amount in detail as directed by Departmental Representative and aggregating the Contract Amount. After approval by Departmental Representative cost breakdown will be used as the basis of progress payments.

Solicitation No. - N° de l'invitation

EJ192-133526/A

Amd. No. - N° de la modif.

File No. - N° du dossier

fg345EJ192-133526

Buyer ID - Id de l'acheteur

fg345

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

20133526

CCC No./N° CCC - FMS No/ N° VME

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# **ANNEX "B"**

## **BASIS OF PAYMENT**

## **ANNEX "B"**

### **BASIS OF PAYMENT**

- 1. The Basis of Payment of the contract is comprised of the following**
- 2. Construction Manager's Fee**
  - Fixed Monthly Fee
  - Percent Construction Fee
  - Additional Personnel
- 3. Construction Costs**
- 4. Allowable Disbursements**

---

**1. The Basis of Payment of the contract is comprised of the following:**

- The Contractor's Fee; and
- Reimbursement of Construction Costs; and
- Allowable disbursements

**2. Construction Manager's Fee**

The Contractor's Fee will be paid monthly in arrears for the term of the contract. The Contractor's fee is based on the aggregate of the following:

**A) Fixed Monthly Fee**

The fixed monthly fee will be paid in equal monthly installments in arrears over the Term of the Contract. The fixed monthly fee will constitute reimbursement for Services provided by the Contractor's Staff as specified in detail in the Terms of Reference. All services specified in the Terms of Reference are to be included in the Fixed Monthly Fee portion of the contract.

**The fixed monthly fee will include:**

- i) all overhead, administration, mark-up and profit for the Contractor's operations, including, but not limited to standard office expenses such as any photocopying, computer and software costs, Internet, all telephone and fax, cellular telephones, depreciation, rent and maintenance of office facilities, furniture, office equipment and supplies, taxi charges, parking. Note: Site office costs are included in the percent construction fee.
- ii) the actual cost of all personnel employed or contracted by the Contractor to deliver the services specified in the Terms of Reference and includes all payroll costs such as salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums and any other benefits. Do not include contracted personnel of sub-trades that will perform the construction;
- iii) The salaries, benefits or other compensation for the Contractor's officers, directors, principals and support staff;
- iv) Travel and accommodation costs related to the Work for the duration of the Contract, of the Contractor's personnel;
- v) All other costs which may be considered disbursements unless specifically listed;
- vi) Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work, unless otherwise expressly provided herein;
- vii) All field personnel such as superintendents, health and safety officers, assistant superintendents, field engineers, commissioning agent, etc., including vehicles and vehicle expenses

**B) Percent Construction Fee****The percent construction fee includes:**

- (a) The Contractor's percentage mark-up for overhead, profit and general administration costs that are not included in b. (below).
- (b) The construction, maintenance and operation of a site field office at the Site, including, but not limited to standard office expenses such as any photocopying, computer costs, Internet, all telephone and fax, cellular telephones, depreciation, rent and maintenance of office facilities, furniture, office equipment and supplies, taxi charges, parking, communication equipment, advertising and publications, long distance phone, bottled water, courier, stamps, software, office supplies and petty cash items .
- (c) All costs that have not been identified for reimbursement under Annex B: Basis of Payment, Item 2 A) Fixed Monthly Fee, Item 2 C) Additional Personnel, Item 3 Construction Costs and Item 4 Allowable Disbursements shall be included in the Percent Construction Fee. The percent construction fee will be paid in arrears for each progress claim submitted in accordance with GC5 - Terms of Payment, during the Term of the Contract. The value of the percent construction fee for the payment period will be based on the construction cost of the work actually incurred during that period.

**C) Additional Personnel**

The Contractor shall include in the Fixed Monthly Fees sufficient personnel to complete the Work within the time frame stipulated in BA08 – Construction Time.

However, should Canada determine that, for the purposes of schedule acceleration, additional personnel is required, Canada will have the right to request that the Contractor provide such additional personnel for the performance of the Work or any part or parts thereof.

For additional personnel requested by Canada, the Contractor will be reimbursed in accordance with the firm per diem rates (including payroll costs, overhead and profit) quoted in the Bid and Acceptance form for the identified categories of personnel or in accordance with rates which have been negotiated and mutually agreed to between Canada and the Contractor for personnel that were not pre-identified in the Bid and Acceptance Form. Such costs will be payable monthly in arrears.

**3. Construction Costs**

- A) Determination of Construction Cost will be in accordance with SC03. Construction Costs will be reimbursed in accordance with GC5 - Terms of Payment.

**Construction Costs will include:**

- I. The actual, reasonable and direct costs of subcontracts;
- ii. The actual, reasonable and direct costs incurred by the Contractor, as previously agreed to by Canada in performing the Work, as follows:
  - 1) Materials incorporated into the Work, including costs of transportation;

- 
- 2) Materials, products, supplies, equipment, temporary services and facilities, including transportation and maintenance thereof, which are consumed in the performance of the Work, and cost less salvage value on such items used, but not consumed, which remain the property of the Contractor;
  - 3) Tools, machinery and equipment, exclusive of hand tools, used in the performance of the Work, whether rented by the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof;
  - 4) Site engineering, as-built drawings, maintenance manuals and all other documents required to be provided prior to certification of Substantial Performance, as well as commissioning activities;
  - 5) Independent inspection and testing services other than those described in the construction documents;
  - 6) Temporary services, O & M Manuals, as-builts, engineering drawings and rental costs of site trailers;
  - 7) Site washrooms other than those furnished by Canada;
  - 8) Health and Safety sundries for visitors (hard hats, boots, gloves, goggles, masks, etc.);
  - 9) Bilingual Site signage;
  - 10) Utility costs, as applicable;
  - 11) The cost of safety measures and requirements;
  - 12) Cleaning materials supplies, hand tools and consumables;
  - 13) Site photos;
  - 14) Printing of construction documents;
  - 15) Removal and disposal of waste products and debris.

**Site Labour Costs (allowance is included within Estimated Construction Cost)**

The Contractor shall not use its own forces or the forces of a non-arms length entity to provide Trade Work unless the Contractor has been specifically authorized to do so by Canada.

However, the Contractor will be reimbursed for the labour expended by the Contractor's carpenters and general site labourers for any physical construction work related to RS 18 which received prior approval from the Departmental Representative. Site labour costs that have been authorized by the Departmental Representative will be paid monthly in arrears.

Notwithstanding the above, Canada may require that the Contractor competitively procure any or all of the construction work, including work that may be completed by the Contractor's own labourers.

- B) Any costs incurred by the Contractor due to failure on the part of the Contractor to exercise reasonable care and diligence in the Contractor's attention to the Work shall be borne by the Contractor.

#### **4. Allowable Disbursements**

In addition to the Contractor's Fee, Canada will reimburse at actual cost, without any administrative cost or mark-up for overhead or profit, the following disbursements supported by Invoices/receipts:

- i. The cost of the Contractor's insurance and bonding;
- ii. Fees, levies, permits, costs and charges levied by authorities having jurisdiction at the Site;

Travel, if requested in writing by Canada, would be reimbursed in accordance with the National Joint Council Travel Directives without any administrative cost or mark-up for overhead or profit.

Solicitation No. - N° de l'invitation

EJ192-133526/A

Amd. No. - N° de la modif.

File No. - N° du dossier

fg345EJ192-133526

Buyer ID - Id de l'acheteur

fg345

CCC No./N° CCC - FMS No/ N° VME

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# **ANNEX “C”**

## **INSTRUCTIONS TO OBTAINING MANDATORY SECURITY CLEARANCES**

## ANNEX "C"

### INSTRUCTIONS TO OBTAINING MANDATORY SECURITY CLEARANCES

PWGSC Parliamentary Precinct Security Office will be the central point of contact for any and all Requests for Building Access and contractor security clearances.

1. Construction Manager (CM) to assign a designated representative attached to the Project, who will act as the single source of security information to and from the CM. The CM to provide PWGSC Departmental Representative (DR) with security representative contact information.
2. Designated CM representative to obtain and assemble all of the CM and subcontractor employee's names and date of birth information and is to ascertain if the applicant has current valid clearances.
3. If applicant has current valid clearance, CM representative provides PWGSC Departmental Representative (DR) with applicant's complete name and date of birth. Information to be used by PWGSC DR to complete the Request for Building Access Form. Completed Request for Building Access forms are to be forwarded to the PWGSC Security office for security clearance verification 48 hours in advance of date access required.

**Note:** for planning purposes where PWGSC DR wishes to perform an initial verification of CM and/or Subcontractor in advance of CM and/or sub contractors requiring building access, PWGSC DR can submit a request for security clearance verification via e-mail to NCR PPB Security - RCN DGCP Sécurité. Requests shall include name of company along with name and date of birth of the individuals to be verified.

4. If applicant does not have reliability security clearance, the applicant must complete and submit the following completed forms to PWGSC PPB Security Office

TBS-330-23 E Personal Screening request and authorization

Forms are to be filled out IN ADVANCE and delivered to the security desk at 185 Sparks Street during regular business hours. Only after a thorough preliminary verification of the forms has been completed, documented and retained by the Unit Security Officer or Alternate Unit Security Officer (USO/AUSO) will a request for a Security Screening be submitted to Personnel Security Screening Division (PSSD) of the Canadian Industrial Security Directorate (CISD) for processing. If forms are not complete the PWGSC Departmental Representative is notified in writing.

**Note:** Applicants are strongly encouraged to hand deliver completed applications to the security desk at 185 Sparks Street and personally review their information with the PWGSC security representative, ensuring completeness, which will reduce delays in obtaining clearances.

The applicant shall ensure that they provide sufficient information to permit government authorities to conduct a background inquiry covering the last five years. In cases where this requirement cannot be met or the applicant has resided outside Canada during the past five years, the USO/AUSO shall consult PSSD for further instructions prior to the submission of the forms.

- 
5. Upon successful verification of completeness the forms are then logged and tracked and subject to PWGSC internal security process. This process will take 7 working days, under normal circumstances.
  6. Upon receipt of the results of the applicant's security clearance request, PWGSC Security will advise the PWGSC DR.
  7. IF and WHEN APPROVED, PWGSC Security will advise the PWGSC DR to have applicant appear in person at PWGSC security office, 185 Sparks Street, ground floor, and sign a security debriefing form.

The USO/AUSO is directly responsible to verify the identity of an applicant by using two or more of the official documents listed below. The USO/AUSO shall undertake the verification either themselves, or they shall be responsible to ensure that an approved employee of the organization has conducted such verification and has obtained copies of the documentation to confirm the background/identity of the applicant.

- Current passport;
  - Birth certificate;
  - Baptismal certificate;
  - Citizenship certificate or Immigrant Visa and Record of Landing document;
  - Canadian work permit/visa;
  - Valid driver's license that has been issued in Canada which includes a laminated photograph; or
  - Provincial Health Card
8. Access to Site shall be granted to applicant within 48 hrs of applicant signing Security Debriefing form.
  9. A Project specific ID Card (Contractors Pass) will be given to applicants who are granted Reliability security clearance. The PWGSC Departmental Representative will contact the CM and provide instructions for the approved applicant to proceed to 185 Sparks for their photo ID card.
  10. IF NOT APPROVED, determination is made as to further security checks required, re-submittal or clarification of applicant's personal information. Notification is sent to the PWGSC Departmental Representative of results and/or additional applicant information required.

PROTECTED (when completed)

Government of Canada / Gouvernement du Canada		OFFICE USE ONLY	
Reference number	Department/Organisation	File number	

**PERSONNEL SCREENING, CONSENT AND AUTHORIZATION FORM**

NOTE: For Privacy Act Statement refer to Section C of this form and for completion instructions refer to attached instructions. Please transmit or advise by block letters.

**A ADMINISTRATIVE INFORMATION (To be completed by the Authorized Department/Agency/Organization Official)**

New   
  Update   
  Upgrade   
  Transfer   
  Supplemental   
  Re-activation

The requested level of reliability, security check(s):

Reliability Status   
  Level I (CONFIDENTIAL)   
  Level II (SECRET)   
  Level III (TOP SECRET)

Other \_\_\_\_\_

**PARTICULARS OF APPOINTMENT/ASSIGNMENT/CONTRACT**

Indefinite   
  Term   
  Contract   
  Industry   
  Other (specify assignment, assignment, etc.) \_\_\_\_\_

Justification for security screening requirement \_\_\_\_\_

Position/Competition/Contract number		Title		Group/Level (Rank if applicable)	
Employee ID number/PRA Rank and Service number (if applicable)		If term of contract, indicate duration period		From	To
Name and address of department / organization / agency		Name of official		Telephone number	Facsimile number

**B BIOGRAPHICAL INFORMATION (To be completed by the applicant)**

Surname (Last name) \_\_\_\_\_ Full given names (no initials) underline or circle usual name used \_\_\_\_\_ Family name at birth \_\_\_\_\_

All other names used (i.e. Nicknames) \_\_\_\_\_ Sex:  Male  Female

Date of birth: Y M D \_\_\_\_\_ Country of birth: \_\_\_\_\_ Date of entry into Canada (if born outside Canada): Y M D \_\_\_\_\_

RESIDENCE (provide addresses for the last five years, starting with the most current) \_\_\_\_\_ Daytime telephone number: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Apartment number	Street number	Street name	Civic number (if applicable)	From	To
1				Y M	present
City		Province or state	Postal code	Country	
Telephone number					
2				Y M	Y M
City		Province or state	Postal code	Country	
Telephone number					

Have you previously completed a Government of Canada security screening form?  Yes  No    If yes, give name of employer, level and year of screening: \_\_\_\_\_

**CRIMINAL CONVICTIONS IN AND OUTSIDE OF CANADA (see instructions)**

Have you ever been convicted of a criminal offence for which you have not been granted a pardon?  Yes  No    If yes, give details, (charge(s)), name of police force, city, province/state, country and date of conviction: \_\_\_\_\_

Charge(s)		Name of police force		City
Province/State	Country	Date of conviction		Y M D

TBS/SCT 350-24C (Rev. 2008/02) Canada

Solicitation No. - N° de l'invitation

EJ192-133526/A

Amd. No. - N° de la modif.

File No. - N° du dossier

fg345EJ192-133526

Buyer ID - Id de l'acheteur

fg345

CCC No./N° CCC - FMS No/ N° VME

20133526

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## **ANNEX “D”**

# **SECURITY REQUIREMENT CHECK LIST (SRCL)**

# ANNEX "D"



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat EJ192 13 3526
Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction RPB
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Construction Management Services for the Chiller #4 Replacement at the Cliff CHCP		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

# ANNEX "D"



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat EJ192 13 3526
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

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

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

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

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

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

Special comments: Only security screened personnel to be utilized.  
Commentaires spéciaux :

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

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

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

# ANNEX "D"



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat EJ192 13 3526
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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