

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works & Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
1713 Bedford Row
Halifax, N.S./Halifax, (N.E.)
B3J 1T3
Halifax
Bid Fax: (902) 496-5016

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

Title - Sujet CONSULTANT SERVICES	
Solicitation No. - N° de l'invitation E0225-131729/A	Date 2012-12-05
Client Reference No. - N° de référence du client E0225-13-1729	
GETS Reference No. - N° de référence de SEAG PW-\$PWA-122-4951	
File No. - N° de dossier PWA-2-68083 (122)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-21	Time Zone Fuseau horaire Atlantic Standard Time AST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Chinye, Chukwudi	Buyer Id - Id de l'acheteur pwa122
Telephone No. - N° de téléphone (902) 496-5476 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA SEE HEREIN Canada	

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

Real Property Contracting
1713 Bedford Row
P.O. Box 2247/C.P.2247
Halifax, N.S./Halifax, (N.E.)
B3J 3C9
Halifax

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

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

Public Works and Government Services Canada (PWGSC) Real Property Branch (RPB) requires a third party independent review of its Atlantic Region's Safety Management Systems in accordance with Annex A- Statement of work. This requirement is not subject to the provisions of any international trade or internal trade agreements.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003(2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

2. Submission of Bids

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

DUE TO THE NATURE OF THE BID SOLICITATION, BIDS TRANSMITTED BY FACSIMILE TO PWGSC WILL NOT BE ACCEPTED.

3. Enquiries - Bid Solicitation

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

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

4. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (two hard copies) and (two soft copies of a DVD three minutes video presentation ONLY in accordance with **1.1.2 Point Rated Technical Criteria (RTC)- Total 100 Points below**)

Section II: Financial Bid (one hard copy)

Section III: Certifications (one hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

To be considered responsive, a bid must meet all of the following mandatory evaluation criteria. Bids not meeting all of the mandatory requirements will be given no further consideration. The proposal shall contain the names and resumes of the proposed project team members including the designated project leader.

	Mandatory Technical Criteria (MTC)
MTC1	Project leader of the consultant project team must be either registered as a Canadian Registered Safety Professional (CRSP)(to be confirmed at board's website) or have a comparable experience (3+ years) and academic record(ex. 1 year related OHS

	college/university training) regarding Loss Control Management/Risk Management (resume and copy of degrees/certifications must be submitted).
MTC2	The project leader or member of the consultant project team must have a minimum of 3+ years experience in Safety Consultancy related to the following types of activities or projects: asset construction, environmental remediation, building maintenance/management, office accommodation)
MTC3	The bidder must demonstrate capacity in completing the work in a 3 month time period by providing a listing of the proposed project team with a brief explanation of their roles and tasks in the project.
MTC4	The bidder must provide 2 letters of reference, with brief explanation, of projects of similar scope that have been carried out within the last 5 years. To be considered projects of similar scope, please submit references to projects meeting the following criteria: <ul style="list-style-type: none"> a. Work for client encompassed >250 employees b. > 120 hours of work was carried out c. A safety program or major portion thereof was implemented d. Client satisfied with services/products delivered

1.1.2 Point Rated Technical Criteria (RTC)- Total 100 Points:

The Bidder's Technical proposal will be evaluated and scored in accordance with the following evaluation criteria. Obtain a minimum passing mark of 60% points overall for the technical evaluation criteria. It is suggested you address the following evaluation criteria in sufficient depth in your proposal.

		Weighting (Points)
RTC1	<p>Experience and knowledge of federal/provincial safety related legislation and of safety at work sites (construction, renovation, property management or maintenance of building/infrastructure).</p> <p>Provide evidence of knowledge and/or experience of the proposed consultant project team with regards to the following:</p> <ul style="list-style-type: none"> a. federal legislation and regulations that guide PWGSC(ex. CLC Part II) b. the 4 Atlantic provincial OHS legislation and regulations c. safety advisory work on construction sites d. safety advisory work for Building Maintenance/Management 	<p>Max 25 points</p>
RTC2	<p>Experience and knowledge of the development of the organizational structuring required as well as development of the support systems/service agreements needed in place to implement and sustain a safety program.</p> <p>Provide evidence of knowledge and/or experience of the proposed consultant project team with regards to the following subject areas:</p> <ul style="list-style-type: none"> a. Development of organizational model to support safety program b. Risk management framework development to support decisions regarding implementing and maintaining a safety program 	<p>Max 25 points</p>

	c. Contractual (with 3rd party services) or inter-departmental Service Level Agreement development for establishing roles and services expected for the operation of a safety program	
RTC3	<p>Communications ability of proposed project team leader in understanding messages conveyed and in explaining to employees or management complex issues in a easy understandable manner with relevant examples.</p> <p>Bidder to produce a 3 minute video(saved to a DVD) where the proposed consultant project team lead responds to a question based on the following subject. The targeted audience is middle managers in the real estate/facility management group of a large private sector company that engages consultants to visit their building construction worksites on a weekly basis to update progress of work for progress payments, update As-Built data, and manage claims for change orders. The question is "What do we need to do from a company due diligence perspective with our consultants regarding their safety on job-sites?"</p>	Max 15 points
RTC4	<p>Proven ability to develop safety program deliverables meeting client needs.</p> <p>Bidder to provide examples of deliverables from past projects demonstrating their capability of meeting safety program requirements in innovative ways, in streamlined ways, and in practical ways. Bidder to provide brief explanation of the context and efforts taken to have deliverable meet/exceed client requirements. Provide 1 sample of the following:</p> <ol style="list-style-type: none"> Safe Work Procedure Hazard ID and Safety Plan Safety training requirements list for members of a workgroup Consultant evaluation re. required safety training 	Max 15 points
RTC5	<p>Innovative forward looking thinking in sustaining a safety program beyond the initial implementation.</p> <p>In an complex organization(such as PWGSC's RPB) that is constantly changing and where project development/real estate solutions fuels the interest and creativity of management and staff, interest in a safety program initiative can be "moved to the backburner". When that initiative evolves into an ongoing safety program that requires maintenance of training, refinement of procedures, auditing of adherence, and crucial management support, the organization can run the risk of "losing its safety culture" over time. The organization's staff manages consultants, contractors, service providers, and trades-persons on site- only 10% of staff carry out everyday physical work. Describe in 500 words or less the approaches that the organization could take in maintaining</p>	Max 20 points

management/staff interest and due diligence on a yearly basis-in other words, the development of a "safety culture" where safety elements such as hazard assessment, safety plan measures, and safety of one and all are near the forefront even when others(ex. contractor, service provider) are responsible for site safety.	
Total	100 points

1.2 Financial Evaluation

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price.

2. Basis of Selection

2.1 To be declared responsive, a bid must:

- a) Comply with all the requirements of the bid solicitation; and
- b) Meet all the mandatory technical evaluation criteria; and
- c) Obtain a minimum passing mark of 60% points overall for the technical evaluation criteria which is subject to Point Rating. The rating is performed on a scale of 100 points.

2.2 Bids not meeting (a) or (b) or (c) above will be declared non responsive and will be given no further consideration.

2.3 The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for price.

2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points/maximum number of points available multiplied by the ratio of 60%.

2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of contract.

The Table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price respectively. The total available points equals 100 points and the lowest evaluated price is \$30,000.00.

Basis of Selection- Highest Combined Rating Technical Merit (60%) and Price (40%)			
	Bidders		
	Bidder A	Bidder B	Bidder C
Overall Technical Score	93/100	86/100	72/100
Bid evaluated Price	\$36,000.00	\$30,000.00	\$38,000.00
Calculations			

Basis of Selection- Highest Combined Rating Technical Merit (60%) and Price (40%)			
	Bidders		
	Bidder A	Bidder B	Bidder C
Technical Merit score	93/100 x 60= 55.8	86/100 x 60= 51.60	72/100 x 60=43.20
Pricing score	30/36 x 40=33.3	30/30 x 40= 40.0	30/38 x 40=31.6
Combined rating	89.1	91.6	74.8
Overall rating	2nd	1st	3rd

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. 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. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. 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.

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 the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons 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) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) 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.

2.1 Federal Contractors Program - Certification

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a.() is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b.() is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c.() is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- d.() has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site.

2.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

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

- a.an individual;
- b.an individual who has incorporated;

c.a partnership made of former public servants; or

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

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

a.name of former public servant;

b.date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes () No ()

If so, the Bidder must provide the following information:

a.name of former public servant;

b.conditions of the lump sum payment incentive;

c.date of termination of employment;

d.amount of lump sum payment;

e.rate of pay on which lump sum payment is based;

f.period of lump sum payment including start date, end date and number of weeks;

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an

individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010C (2012-11-19), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2013 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Solicitation No. - N° de l'invitation

E0225-131729/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwa122

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

E0225-13-1729

File No. - N° du dossier

PWA-2-68083

CCC No./N° CCC - FMS No/ N° VME

Name: Chukwudi Chinye
Title: Real Property Contracting Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row, Halifax, NS B3J 3C9

Telephone: 902-496-5476

Facsimile: 902-496-5016

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

5.2 Project Authority

The Project Authority for the Contract is: (To be determined at contract award)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

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

5.3 Contractor's Representative (To be completed by bidder)

Name: _____

Telephone Number: _____

Cellular Number: _____

Facsimile Number: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, in Annex B. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.2 Limitation of Price

SACC *Manual* clause C6000C(2011-05-16) Limitation of Price

6.3 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Description or "Deliverable"	Firm Amount	Due Date or "Delivery Date"
1	Preliminary presentation of recommendations on Construction Project safety Management (1e in Statement of Work) that addresses the 10 items listed to the satisfaction of the project counselors	1/3 of contract value	During week 6 of contract duration
2	Delivery of all the deliverables and recommendations as required in the statement of work to the project counselors and to their satisfaction. Where there are significant errors or omissions, the consultant shall correct and resubmit their work.	2/3 of contract value	During the final week(week 12) of the contract.

6.3.1 Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.4 SACC *Manual* Clauses

T1204 - Direct Request by Customer Department

A9117C

2007-11-30

7. Invoicing Instructions-Progress Payment Claim

1.The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- a.all information required on form PWGSC-TPSGC 1111;
 - b.all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - c.a list of all expenses;
 - d.expenditures plus pro-rated profit or fee;
 - e.the description and value of the milestone claimed as detailed in the Contract.
- 2.The Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and payable under the previous claims for progress payments.
- 3.The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The "Project" Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

4.The Contractor must not submit claims until all work identified in the claim is completed.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions (2010C-2012-11-19-Services (Medium Complexity));
- (c) Annex A, Statement of Work;

-
- (d) Annex B, Basis of Payment;
 - (e) Annex D, List of Acronyms
 - (f) Annex E, Insurance Requirements
 - (g) Annex F, Code of Conduct and Certifications - Related documentation
 - (h) the Contractor's bid dated _____ (*insert date of bid*).

11. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex E . The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A"

STATEMENT OF WORK

An OHS organizational/operational review of Atlantic Region's Public Works and Government Services Canada (PWGSC) Real Property branch's safety management system.

Objectives:

Public Works and Government Services Canada(PWGSC), Real Property Branch(RPB) require a 3rd party independent review of its Atlantic region safety management system. The review consists of becoming familiar with federal and provincial legislation as well as the department's policies, processes, and practices, interviewing management and staff, analysing this information, and then provide several specific safety management system deliverables, and finally, to provide recommendations on various safety management system areas as an action plan for RPB.

Background:

Atlantic region RPB is 1 of 9 branches/ Special Operating Agencies(SOA) that comprise Atlantic region PWGSC. PWGSC nationally provide services through 5 regions plus a National Capital Area(NCA) serving Ottawa-Gatineau. PWGSC's Safety Program (policies, directives, training, roles & responsibilities) is national in scope; Atlantic region RPB's safety management system incorporates and implements the national safety program through work processes, coordinated employee training, construction safety advisors, contractual wording, compliance forms, arrangements with other branches, etc) to be safe and continue to delivery services. RPB is the largest branch in PWGSC and with the most complex safety related issues to content with.

PWGSC Atlantic Region RPB provides expertise real property services to other federal government departments (OGDs) as a common service provider through a series of internal Government of Canada (GOC) agreements with OGDs or through GOC program funding principally related to PWGSC's mandate to house OGD clients in PWGSC owned Government of Canada buildings (GOCBs) and through acquired lease space. The RP branch has approximately 425 employees within three Directorates: Professional & Technical Services (P&TS) ~290 employees, Accommodation & Portfolio Management Services(A&PMS) ~85 employees, and Environmental Services ~50 employees. RPB offers a vast array of services:

Planning, design & construction of OGD facilities (ex. prisons, labs, health clinics, fishing harbour infrastructure, roads & bridges, heritage assets such as forts, etc) and PWGSC assets(crowned owned GOCBs, lease space office/warehouse workspaces). These activities require legal, topographic or hydrographic surveys, site inspections, geotechnical investigation, construction site monitoring, renovations in operational space, commissioning, etc delivered through PWGSC staff or consultant/contractor resources.

Environmental site assessments and advice related to planned PWGSC or OGD project activities such as above, as well as environmental site assessments, design and remediation of contaminated sites, and the provision of environmental management and sustainable development plans for OGDs. Again, these activities require an on-site presence(soil & water sampling, site investigation, excavations, land surveys, construction site monitoring, etc) delivered through PWGSC staff or consultant/contractor resources in sometimes dealing with known or unknown hazardous materials.

Asset management of PWGSC assets(GOCBs, crown infrastructure, & lease space), provision of office accommodation for federal OGD clients(GOCB & lease space), real estate related services(acquisition, disposal, appraisals, advice), maintenance management and property management of GOCBs or OGD

facilities, lease space administration. Many aspects of the building site, the base building, and of the occupant space itself (building systems, elevator, accessibility, emergency evacuation, fire protection systems) serve to provide a safe working environment for PWGSC's clients and the public.

Presently, the RP branch utilize the private sector in out tasking a large percentage of it's A&E design services, inspection services, environmental site assessments, and environmental site remedial design services; all construction including environmental site remediation work is out tasked to contractors. Project Management services to a large part are still executed in-house. The property management of the GOCBs and some OGD assets are outsourced, yet, RPB directly provides Property Management services to a few clients as well. Thus, certain groups of RP branch are on worksites daily or weekly, while others rarely leave the office. In PWGSC's lease space that houses OGD clients, a lease agreement contract establishes the terms of the landlord's provision of space (& building services standards) to PWGSC's federal clients.

There are several federal government policies that inform and direct the RP branch's safety management system for assuring the safety of its employees, consultants, contractors, the public, and other civil servants be it on the job site or for those who are housed in PWGSC's GOCBs or lease space. As well, RPB share the responsibility for their safety management system with the Human Resource (HR) branch's Occupational Health & Safety (OHS) group who advises, provides training, liaises with provincial/federal labour authorities and performs audits in monitoring PWGSC's adherence to government policies such as PWGSC Departmental Policy (DP) 073, Canada Labour Code Part II, provincial OHS Acts & Regulations, etc. In simple terms, the two branches strive to keep the workplace safe wherever it may be. However, that said, the RP branch is seeking to better its safety management system to approach an end state of having the Certificate of Recognition (COR) qualities of a provincially recognized safety program yet meeting the federal policy requirements and accommodating the added complexities inherent in owning assets, outsourcing & out-tasking work, and providing office accommodation to federal civil servants in lease premises.

The RP branch is undergoing substantial changes to its way of doing business in moving to a Corporate Real Estate (CRE) model that emphasises service management through a wide array of service arrangements (ex. standing offer contracts, outsourced contracts, build to lease office space, and going forward, possible P3 arrangements). Therefore, the requirement of a safety management system to adapt to changing service delivery solutions is paramount.

Scope:

The consultant shall conduct interviews of management and staff as well as meet PWGSC project stakeholders at the PWGC Halifax, NS regional office - this will be the only location of work - there are no travel expenses. The project shall be completed within a 3 month period. The work to do can be encompassed under 5 main headings:

1) Construction Project Safety Management:

Clarification of roles and duties (ie. in plain language) of construction project stakeholders, recommended improvements to contractual documentation, recommended training regime and training materials for project team members, and recommended procedural revisions regarding project construction safety management as per PWGSC DP 073, provincial OHS Acts & regulations, other policies and best practices. Additionally, provide advice on construction project stakeholder roles re. DP 073 (OHS-Construction) given certain common combinations of contracted resources in PWGSC owned buildings (ex. PWGSC owned building property managed by outsourced service provider and a PWGSC project with an out-tasked contractor making repairs to the building).

2) Safety Training Requirements/PPE Requirements:

Review and provide recommendations of RPB safety training requirements for managers/employees with safety training requirement profiles developed for groups of like positions as well as recommendations for Personal Protective Equipment(PPE) requirements. Consider awareness/refresher training and knowledge evaluation to ensure management/staff competence.

3) Comprehensive HR branch, OHS group & RP branch Service Agreement:

Taking into account federal and departmental policy that already establishes certain roles/responsibilities for OHS in the PWGSC branches, distinguish the roles, accountabilities, and activities necessary to support a safety management system of the size and complexity of the Atlantic region RPB. Consider options such as contracting Construction Safety Officers, etc to supplement PWGSC resources. Review and provide recommendations for a service level type agreement between the RPB and HR branch OHS group for the operation and management of the safety management system including advice on required number of resources needed, job functions needed, and the mechanism needed to coordinate activities all culminating into a service level type agreement that is measureable, takes into account risk, and is renewed annually.

4) Safety of PWGSC Office Accommodation Clients:

Become familiar with current lease agreement documentation, the Federal Real Property & Federal Immovables Act, related building/life safety systems verifications, CLC Part II(including referenced documents), and interview stakeholders to develop recommendations and develop plan of action in reinforcing safety requirements of landlords for provision of lease space under CLC Part II, and to establish roles, documentation requirements, and protocols(ex. communications) of PWGSC stakeholders. Additionally, review and recommend safety related improvements for PWGSC or service provider construction activities in GOCBs property managed under an outsourcing contract as well as safety related improvements for PWGSC concerning landlord construction activities of lease space for federal tenants.

Full Development of the safety management system:

Advise(with generic deliverables as detailed later) of what's required to develop a complete safety management system, given RPB's unique context, with next steps in such areas as a safety manual(or website), regional safety directives, hazard assessment procedures, safe work practices, evaluating out-tasked consultant safety program/safety plan, training policies, safety audits, ongoing improvement efforts, enforcement, handling changes to way-of-doing business environment, and sustaining a vibrant safety culture under a safety evaluation/compliance management model to aid RP management.

For each of the 5 areas of work the consultant has the following tasks:

- a) become familiar with policies, best practices, processes, documentation
- b) interview managers and key employees
- c) carry out analysis of the safety element
- d) prepare certain deliverables(document wording, training requirements profiles, etc) and
- e) provide recommendations to improve the safety element in a phased action plan.

In achieving this work, the consultant shall provide to PWGSC the foundation of a safety evaluation/compliance process for PWGSC's safety management system - a risk management tool going forward for evaluation and treatment of risks associated with the RPB's operation and changes to its safety management system. Where feasible, for each safety element listed above the consultant shall use their proposed safety evaluation/compliance process to set context, identify risks, analyze risks, evaluate risks, and treat risks thus providing to PWGSC a transfer of knowledge to use with the management of a safety management system. To this end, the consultant shall review PWGSC Departmental Policy DP 082(Integrate Risk Management Policy) and the related Risk Management Guide.

Tasks/Technical Specifications:

The consultant shall become familiar with provided documentation, interview stakeholders, analyse information gathered against desired outcomes, develop recommendations and provide specific deliverables as outlined below for each of the 5 work activities. PWGSC will assign an employee to assist in collecting the relevant documentation, and to arrange appointments with managers and staff within PWGSC. A project room will be made available at the Halifax regional office.

Representatives of HR branch OHS group and RPB will act as project counsellors to the safety consultant during the project -beginning with a project start-up meeting. These project counsellors will provide guidance on project context and scope, respond to questions, and essentially provide the consultant with their collective corporate knowledge to assist the consultant's understanding of the department's policy, organizational, and operational environment.

Specifically the services provided by the consultant shall include the following:

1) Construction Project Safety Management:

a) Become familiar with the following documentation as well as others that may become evident during the review stage:

- Departmental Policy (DP) 073, DP 007, Treasury Board OHS Policy, National Joint Council OHS Directive, and Canada Labour Code Part II(CLC Part II)
- ISO 9001 Quality Management system ISO process on project safety management & related checklists
- Forms and documents referenced in DP 073 and it's Code of Practice
- PWGSC's National Project Management System(NPMS) references to project safety
- HR OHS Construction Project Safety Management training material
- HR OHS recommended training regime for project managers, and others
- Acquisitions branch, Real Property Contracting(RPC) contract wording, DP 099(procurement..) , contractor required documentation, performance evaluation, and other documents
- RP, Architectural & Engineering Resources(A&ER) specification wording regarding safety
- Contractual wording & practices in employing consultants on construction sites by the following RP branch groups: P&TS Directorate(Project Mgt, A&ER, Maintenance Mgt, Asset and Facility Management Services(AFMS), Geomatics Services), Environmental Services Directorate(Environmental Assessments, Site Assessment & Remediation)
- DP 074(Environmental..) , Provincial OHS acts & regulations pertaining to workplace & environment safety
- Pertinent sections(or receive briefing) of the existing Alternative Forms of Delivery(AFD) contract for property management of PWGSC buildings in determining type of contractual relationship
- Generic Lease Agreement used in Atlantic region

b) Interview the following stakeholders as well as others that may become evident during the review stage:

- Regional Manager (RM) of Project Management
- Senior Project Managers(SPM) for Civil(Marine) based and land(ex buildings) based projects
- 2-3 Project Inspectors
- Manager, Hydrographic Surveys
- ISO 9001 Quality Manager
- Key Project Managers(lease space based projects, small \$ value projects, large \$ value projects, crown construct projects, major renovation projects in crown space)
- Regional Director(RD) of Environmental Services, Managers(3), and key personnel(~3)
- RMs of AFMS and Maintenance Mgt
- Technical Authority(TA) of Alternative Forms of Delivery(AFD)
- RM of HR OHS group
- HR OHS Construction Safety Advisor
- RPC Supply Specialist
- A&ER RM & key employee
- RM of Project Management in 2-3 other PWGSC Regions

c) Carry out analysis and do follow up interviews or investigation as needed to determine the current state and the refinements needed to meet PWGSC's responsibilities under federal regulations and provincial acts & regulations based on a risk based approach.

d) Incorporate into the following required specific deliverables the recommendations that come as a result of the analysis. However, before commencing with the specific deliverables, provide a preliminary presentation of recommendations to project counsellors and stakeholders for this specific safety element. The deliverables are as follows:

- (1d1) Safety & process training requirements profile for project managers and for RP branch staff who work on construction sites and/or are involved in contracting or preparing contract documentation
- (1d2) Contract wording/enhancements and procedural guide for consultants who perform duties on behalf of PWGSC on construction sites and prepare contract documentation
- (1d3) Training material to add to Project Manager safety training material to highlight the important differences between federal OHS regulations and each of the 4 Atlantic provinces' OHS Acts & Regulations

e) (1e) Recommendations for this safety element of RPB's safety management system include but are not limited to the following:

- Safety training, process training, awareness training required for Project Managers and others (incl. evaluation of knowledge, refresher training, mentoring)
- Process improvements (including notification methods between stakeholders)
- Documentation (forms, checklists, contract wording) advancements required
- Resourcing needed for supporting safe construction sites (ex. provision of advice, safety plan review, specification review, training & mentoring, site safety monitoring)
- Adequacy of contract documentation and recommended improvements
- Communications protocol for stakeholders (RPC, A&ER, Project Mgr, HR OHS, contractor)
- Construction project stakeholder roles re. DP 073 given approximately 6 scenarios of PWGSC, client, and contracted private sector resources
- Protocol for PWGSC projects in GOCBs property managed by outsourced service provider
- Protocol and documentation adjustments for lease space fitup projects done by landlord
- Documentation required to be on file for each project

Note: The consultant shall apply risk management methodology to this work; recommendations to fit into an overall action plan for RPB.

2) Safety Training Requirements/PPE Requirements:

a) Become familiar with the following documentation as well as others that may become evident during the review stage:

- Courses provided by HR OHS (ex. H&S Awareness for Employees, Project Safety Mgt.)
- Courses provide by NB, NS, & NL provinces Construction Safety Associations) and the PEI Construction Association
- Job description (Key Activities) of RP Branch management and employees or groups of employees
- Organizational chart of RPB
- Safety training requirements profile spreadsheets previously completed
- RPB Safety Training Tracker application
- HR OHS National Hazard Prevention Program (HPP) documentation
- DP 017 (PPE..), DP 018 (hazard occurrence investigation..), DP 022 (employee working alone..), DP 024 (safety training..), DP 036 (confined spaces..), DP 037 (WHMIS..), DP 057 (Asbestos mgt...), National Joint Council Travel Directive

b) Interview the following stakeholders as well as others that may become evident during the review stage:

- Approximately 35-40 RP employees((managers(RD, RM, RM-1) and employees)
- RM of HR OHS group
- HR OHS Construction Safety Advisor
- RPC Supply Specialist
- Representatives of the 3 provincial construction safety associations and the representative of the PEI Construction Association

c) Carry out analysis and do follow up interviews or investigation as needed to determine the current state and the refinements needed to meet PWGSC's responsibilities under federal regulations and provincial acts & regulations based on a risk based approach.

d) Incorporate into the following required specific deliverable the recommendations that come as a result of the analysis. The specific deliverable is as follows:

- (2d1) Training requirements profile for RP branch staff

e) (2e) Recommendations for this safety element of RPB's safety management system include but are not limited to the following:

- Best practices on maintaining the necessary training
- Orientation training for new employees, or employees new to a position
- Awareness training/leadership type safety training to renew management leadership and accountabilities to safety management system
- Awareness/orientation training for consultants working with RPB

Note: The consultant shall apply risk management methodology to this work; recommendations to fit into an overall action plan for RPB.

3) Comprehensive HR branch, OHS Group & RP branch Service Agreement:

· Become familiar with the following documentation as well as others that may become evident during the review stage:

- HR OHS National Hazard Prevention Program(HPP) documentation
- Other SLAs used in other regions of PWGSC
- DP 073 and Code of Practice
- A provincial COR safety program such as NS's
- CLC Part II
- Generic Lease Agreement used in Atlantic region
- AFD(Alternate Forms of Delivery) contract for Property Management of PWGSC(& OGDs)

assets

- PWGSC sample Service Level Agreement(SLA)

b. Interview the following stakeholders as well as others that may become evident during the review stage:

- RM of HR OHS, RD of HR Branch
- RDs of P&TS, A&PM, and Environmental Services
- RD of Corporate Services, Strategic Management & Communications(CSSMC)
- RMs of Project Management, AFMS, and Accommodation Management
- TA of Alternate Forms of Delivery(AFD)

c) Carry out analysis and do follow up interviews or investigation as needed to determine the current state and the refinements needed to meet PWGSC's responsibilities under federal regulations and provincial acts & regulations based on a risk based approach.

d) Incorporate into the following required specific deliverable the recommendations that come as a result of the analysis. The specific deliverable is as follows:

- (3d1) A framework SLA document with the sections, performance measures, etc required for an interdepartmental SLA between HR branch OHS group and RPB for management/operation of RPB's safety management system

e) (3e) Recommendations for this safety element of RPB's safety management system include but are not limited to the following:

- Resources(#s and roles) needed to support and evolve RP branch's safety management system
- Service level agreement requirements for a successful safety management system (key performance measures, internal /external audit frequency, committee overview, corrective measures, adapting to changing environment, etc)

Note: The consultant shall apply risk management methodology to this work; recommendations to fit into an overall action plan for RPB.

4) Safety of PWGSC Office Accommodation Clients

a. Become familiar with the following documentation as well as others that may become evident during the review stage:

- Generic Lease Agreement used in Atlantic region
- DP 099, Federal Real Property & Federal Immovables Act
- CLC Part II
- ELF form 5007 Life Safety Systems Compliance Testing Report
- AFD(Alternative Forms of Delivery) contract for Property Management of PWGSC(& OGDs)

assets

- PWGSC tenant safety plan(Dominion Public Building, Halifax)
- An OGD tenant safety plan(GOCB, lease facility multi tenant, lease facility single tenant)
- HR OHS National Hazard Prevention Program(HPP) documentation
- RPB's ISO 9001 lease project delivery process
- Standard Operating procedures(SOP) in buildings property managed by PWGSC staff

b. Interview the following stakeholders as well as others that may become evident during the review stage:

- RM of HR OHS
- RDs of P&TS, A&PM
- RMs of Project Management, Asset &Facilities Management(AFMS), Maintenance Management, and Accommodation Management
- Senior Leasing Officer
- TA of Alternate Forms of Delivery(AFD)
- 1-2 landlords of PWGSC leased space
- Manager at PWGSC National Service call centre
- RD of Corporate Services, Strategic Management & Communications(CSSMC)

c) Carry out analysis and do follow up interviews or investigation as needed to determine the current state and the refinements needed to meet PWGSC's responsibilities under federal regulations and provincial acts & regulations based on a risk based approach.

d) Incorporate into the following required specific deliverables the recommendations that come as a result of the analysis. The specific deliverables are as follows:

- (4d1) Briefing on the distinct differences of PWGSC's safety related responsibilities for the activities of project construction and property management in lease versus crown space(AFD managed and PWGSC managed)

e. (4e) Recommendations for this safety element of RPB's safety management system include but are not limited to the following:

- Approach and contract wording/enhancements to contractually meet PWGSC obligations re. CLC II in lease space including streamlined process to assure compliance
- Communications protocol between RPB and CSSMC when PWGSC staff are clients(ie. occupants) in PWGSC crown or lease space
- Roles and responsibilities of PWGSC when carrying out construction/maintenance projects in AFD managed crown building or in AFD managed OGD facilities and recommended approach going forward
- Roles and responsibilities of PWGSC when carrying out construction/maintenance projects in PWGSC managed crown building or in PWGSC managed OGD facilities and recommended approach going forward
- Roles and responsibilities of PWGSC when carrying out construction projects in facilities that are funded wholly or in part by OGD with facility management by private authorities(ex harbour authorities, airport authorities)

Note: The consultant shall apply risk management methodology to this work; recommendations to fit into an overall action plan for RPB.

5) Full Development of the safety management system:

a) Become familiar with the following documentation as well as others that may become evident during the review stage:

- Organizational charts for RP branch
- RP branch services offering summaries
- RP branch safety training requirement profiles
- Receive a briefing on RP1(RP branch's soon to be Property Mgt./Project Mgt. outsourcing contract)
- RP branch's Service Management Strategy
- HR OHS National Hazard Prevention Program(HPP) documentation
- DP 073, DP 007(Health & Safety..), DP 017, DP 018, DP 022, DP 024, DP 036, DP 037, DP 057, National Joint Council OHS Directive, and CLC Part II
- Generic Lease Agreement used in Atlantic region
- ELF form 5007 Life Safety Systems Compliance Testing Report
- AFD(Alternative Forms of Delivery) contract for Property Management of PWGSC(& OGDs) assets

b) Interview the following stakeholders as well as others that may become evident during the review stage:

- RM of HR OHS group & an HR OHS Construction Safety Advisor
- RDs of P&TS, A&PM, & Env. Services
- RMs of P&TS, A&PM, & Env. Services(~15)
- Acquisitions branch, RPC RM Halifax
- ISO 9001 Quality Manager

c) Carry out analysis and do follow up interviews or investigation as needed to determine the current state and the refinements needed to meet PWGSC's responsibilities under federal regulations and provincial acts & regulations based on a risk based approach.

d) Incorporate into the following required specific deliverables the recommendations that come as a result of the analysis. The specific deliverable is as follows:

· (5d1) Sample generic components of a safety management system that responds to the PWGSC national safety program but modelled on the components and approaches of a safety program such as a provincial COR safety program(see following examples in e) .

e) (5e) Recommendations for completing RPB's safety management system include but are not limited to the following:

· Broad outlines of a safety management system that meets federal and provincial legislation for RP branch's workforce, it's service providers, and for its housed clients, that is sustainable to maintain and evolve as RP branch evolves, that can be managed and supported through multi-branch resources, that can remain fresh as managers change or business direction change, and that can submit readily to a risk assessment process

· Roles and processes for HR OHS group monitoring of the RPB safety management system

· Composition and training needed to establish safety steering/management groups in charge of safety management system with best practice operating procedures, responsibilities, etc for vitality of safety management system

· Necessary safety management system components(with generic samples) that would provide RP branch with the foundation on which to establish a complete safety management system to support RP branch(ex. a safety manual(or website), regional safety directives, hazard assessment procedures, safe work practices, evaluating out-tasked consultant safety program/safety plan, training policies, safety audits, ongoing improvement efforts, enforcement, handling changes to way-of-doing business, etc)
Note: The consultant shall apply risk management methodology to this work; recommendations to fit into an overall action plan for RPB.

Schedule of Work/Acceptance of Deliverables:

The consultant shall accomplish all the project work within a 3 month period that would be expected to commence within 2 weeks of contract award. The following schedule outlines the schedule of work with the specific deliverables and the recommendations expected.

Month #1:

Start-up meeting with project counsellors

Start of data collection stage (documentation familiarization and interviews).

Consultant can request a meeting with project counsellors as needed during the project; project counsellors may schedule meetings with consultant to receive briefing updates of their work probably on a 2 week basis and normally of a short duration.

Month #2:

Data collection and analysis of information.

Project counsellors will schedule meeting to receive briefing on consultant's risk management methodology for assessment of safety related risks.

Project Counsellors will schedule meeting of project stakeholders and consultant for a preliminary presentation of recommendations on Construction Project safety Management.

Month #3:

Data collection and analysis of information.

Delivery of the Safety Training Requirements/PPE Requirements specific deliverable (2d1) and recommendations (2e).

Delivery of the following specific deliverables and recommendations:

Construction Project Safety Management (1d1), (1d2), (1d3) and (1e)

Comprehensive HR Branch, OHS Group & RPB Service Agreement (3d1) and (3e)

Safety of PWGSC Office Accommodation Clients (4d1) and (4e)

Full Development of the Safety Management System (5d1) and (5e)

PWGSC require specific deliverables and recommendations in electronic format compliant with the document formats of Microsoft office suite 2007(MS Word, MS Excel, MS PowerPoint). Acceptance of

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Buyer ID - Id de l'acheteur

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PWA-2-68083

CCC No./N° CCC - FMS No/ N° VME

work will be conditional on the review and acceptance of the project counsellors on behalf of PWGSC- where there are significant errors or omissions, the consultant shall correct and resubmit their work.

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PWA-2-68083

CCC No./N° CCC - FMS No/ N° VME

ANNEX "B"
BASIS OF PAYMENT

Column A	Column B
Total firm price for a third party independent review of Atlantic Region's Safety Management System in accordance to Annex A- Statement of Work	\$ _____
Total amount	\$ _____

Total Amount=\$ _____

Total amount will be the amount that will be considered during price evaluation of all bids tendered.

Annex C**SCORING TABLES**

Bidder:

Mandatory Evaluation Criteria

Mandatory Criteria Requirements	Met	Not Met	Comments
1. Project leader of the consultant project team must be either registered as a CRSP or have comparable experience & academic record re. Loss Control...			
2. Project leader of consultant project team must have a minimum of 5+ years experience in Safety Consultancy related to real property...			
3. Bidder must demonstrate capacity in completing the work in a 4 month time period...			
4. Bidder must provide 2 references, with brief explanation, of projects of similar scope that have been carried out within the last 5 years...			

Point Rated Evaluation Criteria Requirements**100 Points**

	Max. Pts	Score	Comments
1. Experience and knowledge of federal/ provincial safety related legislation and of real property work sites...	25		
2. Experience and knowledge of the development of the organizational structuring required as well as development of the support systems/ service agreements needed in place...	25		
3. Communication ability of proposed project team leader in understanding	15		

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E0225-13-1729

PWA-2-68083

messages conveyed and in explaining to employees or management...			
4. Proven ability to develop safety program deliverables meeting client needs..	15		
5. Innovative forward looking thinking in sustaining a safety program beyond the initial implementation...	20		
Total	100		Pass Mark 60

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**ANNEX D
LIST OF ACRONYMS
(Attached)**

ANNEX E INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - r. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

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Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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ANNEX F

Code of Conduct and Certifications - Related documentation

Bidder's List of Directors below: Please provide a list of names of all individuals who are currently Directors **in** accordance with **PART 5-CERTIFICATION**.

Directors: (Please print clearly)

NAME	NAME	NAME	NAME

Attach additional names on a separate sheet if required.

List of Acronyms

A&ER	Architectural and Engineering Resources, a group within the Professional & Technical Services Directorate of the Real Property Branch of Atlantic region Public Works and Government Services Canada
A&PMS	Accommodation and Portfolio Management Services, one of three Directorates that comprise the Real Property Branch of Atlantic region Public Works and Government Services Canada
AFD	Alternate Forms of Delivery, a title given to outsourcing contracts for the Property Management and minor Projects Management for, principally, Public Works and Government Services Canada office building assets
AFMS	Asset and Facilities Management Services, a group within the Professional & Technical Services Directorate of the Real Property Branch of Atlantic region Public Works and Government Services Canada
CLC Part II	Canada Labour Code Part II, a federal government act governing Occupational Health and Safety in the federal workplace
COR	Certificate of Recognition, a program recognizing companies who have implemented a successful safety program.
CRE	Corporate Real Estate, a term describing the real property held or used by a business enterprise or organization for its operational purposes.
CSSMC	Corporate Services, Strategic Management & Communications, a branch of Atlantic region Public Works and Government Services Canada
DP	Departmental Policies of Public Works and Government Services Canada
DP007	Departmental Policy 007: Health and Safety Policy
DP017	Departmental Policy 017: Personal Protective Equipment for Employees
DP018	Departmental Policy 018: Hazardous Occurrence Investigation, Reporting and Recording
DP022	Departmental Policy 022: Employees Working Alone
DP024	Departmental Policy 024: Safety and Health Training
DP036	Departmental Policy 036: Entry into Confined Spaces
DP037	Departmental Policy 037: Workplace Hazardous Materials System(WHMIS) Policy
DP057	Departmental Policy 057: Asbestos Management
DP073	Departmental Policy 073: Occupational Health and Safety-Construction
DP074	Departmental Policy 074: Environmental Policy
DP082	Departmental Policy 082: Integrated Risk Management Policy
DP099	Departmental Policy 099: PWGSC Policy on Procurement
ELF	Electronic Forms, a forms application used by all branches of Public Works and Government Services Canada
GOC	Government of Canada
GOCB	Government of Canada Building, an building asset owned by Public Works and Government Services Canada
HPP	Hazard Prevention Program, a Public Works and Government Services Canada national Occupational Health and Safety effort to assess and identify hazards to employees and develop preventive measures and training requirements

HR	Human Resources, a branch of Atlantic region Public Works and Government Services Canada
ISO 9001	International Organization for Standardization standard on quality management system designed to help organizations meet the needs of customers while meeting statutory/regulatory requirements related to product or services.
NCA	National Capital Area, one of six regions across the country that constitute Public Works and Government Services Canada, it's geographical limits are constrained to the Gatineau-Ottawa area
NPMS	National Project Management System, a system developed that describes the basic minimum Public Works and Government Services Canada requirements to follow in the project life cycle for delivery of projects
OGD	Other Government Departments, a term used by Public Works and Government Services Canada to describe all other federal government departments
OHS	Occupational Health and Safety
P&TS	Professional and Technical Services, one of three Directorates that comprise the Real Property Branch of Atlantic region Public Works and Government Services Canada
PPE	Personal Protective Equipment
PWGSC	Public Works and Government Services Canada, a federal department of the government of Canada
RD	Regional Director, a director of a branch of Atlantic region Public Works and Government Services Canada or, for the Real Property Branch, a director of one of the three directorates
RM	Regional Manager, a manager of business unit regional in scope that forms part of a branch or, in the case of the Real Property Branch, forms part of a directorate
RP	Real Property, a term that describes real estate assets(land, property rights, and immovable infrastructure)
RP1	Real Property One, a term to describe Public Works and Government Services' next outsourcing contract for property management and project management services for, principally, Public Works and Government Services Canada office building assets
RPB	Real Property Branch a branch of Atlantic region Public Works and Government Services Canada comprised of three Directorates
RPC	Real Property Contracting, a service of the Acquisition Services branch of Atlantic region Public Works and Government Services Canada for contracting services such as design, construction, property management, etc
SLA	Service Level Agreement, an agreement between two parties to facilitate a partnership whereby accountabilities, roles, and services are developed and agreed to
SOA	Special Operating Agency, a federal government organization given increased management flexibility in operating like a business with heightened expectations on operational results
SOP	Standard Operating Procedures used in OHS programs for safely accomplishing the work
SPM	Senior Project Manager, a term used to describe a manager of a Project Management group that forms part of the regional Project Management group that is within the Professional & Technical Services Directorate of the Real Property Branch of Atlantic region Public Works and Government Services Canada

TA Technical Authority, the Real Property Branch technical representative for managing of the outsourcing contract for Property Management and Project Management of Public Works and Government Services Canada building assets

WHMIS Workplace Hazardous Material Information System



FOR GOVERNMENT USE ONLY POUR USAGE DU GOUVERNEMENT SEULEMENT	
Special Investigations Directorate File No. N° de dossier de la Direction des enquêtes spéciales	Date Received (Y-A M D-J) Date de réception

CONSENT TO A CRIMINAL RECORD VERIFICATION CONSENTEMENT À LA VÉRIFICATION DE L'EXISTENCE D'UN CASIER JUDICIAIRE

This form must be completed and signed by each individual who is currently a director of the Bidder/Offeror/Supplier and provided with the Bid/Offer/Arrangement.

Le présent formulaire doit être rempli et signé par chaque individu qui est actuellement un administrateur du soumissionnaire/de l'offrant/du fournisseur et fourni avec la soumission/l'offre/l'arrangement.

A	PRIVACY ACT STATEMENT ÉNONCÉ CONCERNANT LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS
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The personal information requested on this form is collected under the authority of subsection 750(3) of the *Criminal Code*, paragraph 42(1(c)) of the *Financial Administration Act*, and sections 7 and 21 of the *Department of Public Works and Government Services Act*. The information will be used for validating the criminal conviction certifications necessary for obtaining and maintaining a procurement instrument. It may be shared with other government departments, agencies, as well as provincial, territorial, and federal courts, within the limits of what is required to conduct the criminal conviction verification.

Les renseignements personnels demandés dans le présent formulaire sont recueillis en vertu du paragraphe 750(3) du *Code criminel*, du paragraphe 42(1(c)) de la *Loi sur la gestion des finances publiques* et des articles 7 et 21 de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux*. Ces renseignements seront utilisés pour valider les attestations de condamnation au criminel nécessaires pour obtenir et conserver un instrument d'approvisionnement. Les renseignements peuvent être diffusés à d'autres ministères et organismes fédéraux, ainsi qu'à des tribunaux provinciaux, territoriaux et fédéraux, dans les limites de ce qui est requis pour la vérification des condamnations au criminel.

A refusal to provide information will result in the bid/offer/arrangement being rejected or the contract terminated, the standing offer being set-aside or the supply arrangement being cancelled, as applicable.

À défaut de fournir les renseignements demandés, la soumission/l'offre/l'arrangement sera rejeté ou le contrat résilié, l'offre à commandes sera mise de côté ou l'arrangement en matière d'approvisionnement sera annulé, selon le cas.

The personal information is described in personal information bank PWGSC PPU 184 - Integrity Assessment Program. Individuals have a right of access to, correction of and protection of their information in accordance with the *Privacy Act*.

Les renseignements personnels sont décrits dans les fichiers de renseignement personnels n° TPSGC PPU 184 - Programme de l'évaluation de l'intégrité. Les personnes ont le droit d'accéder aux renseignements personnels qui les concernent, ainsi que de les faire corriger ou protéger, conformément à la *Loi sur la protection des renseignements personnels*.

B	BIOGRAPHICAL INFORMATION - Must be completed by the individual RENSEIGNEMENTS BIOGRAPHIQUES - À remplir par l'individu
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Family Name (Last Name) - Nom (de famille)	Family Name at Birth - Nom de famille à la naissance
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Full Given Names (No initials) - Prénoms au complet (aucune initiale)

All other previously used names (i.e. maiden name, previously married names, legal name change, nicknames) Tout autre nom utilisé (tel que nom de jeune fille, noms maritaux précédents, changement de nom légaux, sobriquets)

Gender - Sexe <input type="checkbox"/> Male / Masculin <input type="checkbox"/> Female / Féminin	Date of Birth - Date de naissance (Y-A M D-J)
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**Current Permanent Residential Information
Information résidentielle permanente actuelle**

Apartment No. - N° d'appartement	Street No. - N° civique	Street Name - Nom de la rue
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City - Ville	Province/State - État
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Country - Pays	Postal Code/Zip Code - Code postal/Code zip
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C	CONSENT - Must be signed by the individual CONSENTEMENT - Doit être signé par l'individu
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I, the undersigned, confirm that I have read and understand the above *Privacy Act* statement and that I consent to the collection and use of my personal information as described therein.

Je, soussigné, confirme avoir pris connaissance de l'Énoncé concernant la *Loi sur la protection des renseignements personnels* et consens à la collecte et à l'utilisation des renseignements personnels fournis aux présentes.

Signature	
Print Name - Nom en lettres moulées	Date (Y-A M D-J)

D	ADMINISTRATIVE INFORMATION - Internal Government Use Only RENSEIGNEMENTS ADMINISTRATIFS - Pour usage interne du gouvernement seulement
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Requesting Branch/Sector/Directorate/Division - Direction générale/Secteur/Direction/Division requérante

Solicitation/Proposed Contract No. - N° de la demande de soumission/N° du contrat	Date of Request (Y-A M D-J) Date de la demande
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Requesting Contact Person - Personne-ressource requérante	Contact Person Tel. No. - N° de tél. de la personne-ressource
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