

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Réception des soumissions - TPSGC / Bid
Receiving - PWGSC
1550, Avenue d'Estimauville
1550, D'Estimauville Avenue
Québec
Québec
G1J 0C7

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 GÉRANCE DE CONSTRUCTION - MPO	
Solicitation No. - N° de l'invitation EE474-160815/A	Date 2015-07-29
Client Reference No. - N° de référence du client EE474-160815	
GETS Reference No. - N° de référence de SEAG PW-\$QCM-009-16507	
File No. - N° de dossier QCM-5-38106 (009)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-08-21	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
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: Thellend, François	
Buyer Id - Id de l'acheteur qcm009	
Telephone No. - N° de téléphone (418) 649-2889 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC/TPSGC CE-SPT - DIRECTION COE-PTS 1550, AVENUE D'ESTIMAUVILLE QUEBEC Québec G1J 0C7 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

Delivery Required - Livraison exigée VOIR DOC	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

Issuing Office - Bureau de distribution
TPSGC-PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Solicitation No. - N° de l'invitation

EE474-160815/A

Amd. No. - N° de la modif.

File No. - N° du dossier

QCM-5-38106

Buyer ID - Id de l'acheteur

qcm009

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

EE474-160815

CCC No./N° CCC - FMS No/ N° VME

Page left blank voluntarily

Solicitation No – N° de l'invitation
EF474-160815/A
Client Ref No. – N° de réf. du client
EE474-16-0815

Amd. No. – N° de la modif.
File No. – N° du dossier
QCM-5-38106

Buyer ID – id de l'acheteur
QCM009

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Bidders", SI10, "Security related requirements" and "Supplementary Conditions" SC01 "Security related requirements, document safeguarding location".

TWO-ENVELOPE BID

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI05 of the Special Instructions to Bidders

SUPPORT THE USE OF APPRENTICES

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI11.

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Introduction
SI02	Integrity Provisions – Associated Information
SI03	Bid Documents
SI04	Enquiries During the Solicitation Period
SI05	Submission of Bid
SI06	Revision of Bid
SI07	Overview of Selection Procedure
SI08	Completion of Submission
SI09	Bid Validity Period
SI10	Security Related Requirements
SI11	Public Works and Government Services Canada Apprentice Procurement Initiative
SI12	Rights of Canada
SI13	Price Justification
SI14	Conduct of Evaluation
SI15	Joint Venture
SI16	Entire Requirement
SI17	Debriefing
SI18	Composition of the Construction Management Team
SI19	Limitation of Submissions
SI20	Web Sites

GENERAL INSTRUCTIONS – CONSTRUCTION SERVICES – BID SECURITY REQUIREMENTS

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

SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

SRE 1	General Information
SRE 2	Technical Proposal Submission Requirements and Evaluation
SRE 3	Evaluation and Rating
SRE 4	Price Evaluation
SRE 5	Basis of Selection

SUPPLEMENTARY CONDITIONS (SC)

SC01 Security Requirements
SC02 Insurance Terms
SC03 Replacement of Specific Individuals
SC04 Changes to Contract Documents
SC05 Determination of construction cost
SC06 Harassment in the Workplace
SC07 Access to Information

CONTRACT DOCUMENTS (CD)

BID AND ACCEPTANCE FORM (BA)

BA01 Identification
BA02 Business Name and Address of Bidder
BA03 The Offer
BA04 Bid Validity Period
BA05 Acceptance and Contract
BA06 Contract Period
BA07 Bid Security
BA08 Signature

LIST OF APPENDICES:

APPENDIX 1 COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND
OR OWNER OF THE BIDDER
APPENDIX 2 VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

LIST OF ANNEXES:

ANNEX "A" TERMS OF REFERENCE
ANNEX "B" BASIS OF PAYMENT
ANNEX "C" DEPARTMENTAL REPRESENTATIVE'S AUTHORITY
ANNEX "D" CONTRACTOR'S KEY PERSONNEL
ANNEX "E" VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT
ANNEX "F" SECURITY REQUIREMENT CHECK LIST (SRCL)
ANNEX "G" CERTIFICATE OF INSURANCE

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 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 RFP are requested to submit a full and complete quotation (refer to SI05 'Submission of Bid'). The bid will cover not only the qualifications, experience and organization of the Bidder (Envelope 1 – Technical Proposal), but also the pricing and terms offered (Envelope 2 – Price Proposal).
3. Note:
The terms "bid" and "proposal" are used to designate the documents filed by the Bidder in response to this request for proposal.

SI02 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in GI01 of Integrity Provisions - Bid of General Instructions – Construction Services – Bid Security Requirements. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

SI03 BID DOCUMENTS

1. The following are the bid documents:
 - a) Request for Proposals (RFP) - Page 1;
 - b) Special Instructions to Bidders (SI);
 - c) General Instructions - Construction Services – Bid Security Requirements (GI);
 - d) Supplementary Conditions (SC);
 - e) Submission Requirements and Evaluation (SRE);
 - f) Bid and Acceptance Form (BA)
 - g) Appendix 1 - Complete List of Each Individual who are Currently Directors of the Bidder;
 - h) Appendix 2 - Voluntary Certification to Support the Use of Apprentices;
 - i) Annex "A" - Terms of Reference;
 - j) Annex "B" - Basis of Payments;
 - k) Annex "C" – Departmental Representative's Authority;
 - l) Annex "D" – Key personnel of the Contractor;
 - m) Annex "E" - Voluntary Report for Apprentices Employed During the Contract;
 - n) Annex "F" - Certificate of Insurance;
 - o) Annex "G" - Security Requirement Check List;
 - p) Any amendments issued prior to proposal closing.

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

SI04 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in G115, enquiries should be received no later than **ten (10) 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 bid sent throughout the solicitation period are to be directed **ONLY** to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI05 SUBMISSION OF BID

1. The bid shall be submitted following a "two-envelope" procedure in which the Bidder submits the Qualifications Form and any required associated document(s) in envelope 1 and the Bid and Acceptance Form and any required associated document(s) in a envelope 2. Both envelopes shall be enclosed and sealed together in a third envelope, the bid envelope. All envelopes are to be provided by the Bidder.
2. The bid envelope shall be addressed and submitted to the office designated on the Front Page of the Request for Proposal for the receipt of the bids, which is located at the following address:

Bid Receiving Unit – PWGSC
1550, D'Estimauville Avenue
Québec (Québec)
G1J 0C7

The bid must be received on or before the date and time set for solicitation closing. 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.
3. The technical proposal and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. ENVELOPE 1 – TECHNICAL PROPOSAL;
 - b. Solicitation Number; and
 - c. Name of Bidder.

Documents to be included in envelope 1 :

- a. Technical Proposal (1 original + 4 copies)

-
4. The Bid and Acceptance Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
- a. ENVELOPE 2 – PRICE PROPOSAL;
 - b. Solicitation Number; and
 - c. Name of Bidder.
- Documents to be included in envelope 2 :**
- a. Bid and acceptance form
 - b. Appendix 1 – Complete List of Each Individual who are currently directors and or owner of the bidder
 - c. Price table of Annex B – Basis of Payment
 - d. Bid security
5. The bid shall be in Canadian currency. Exchange rate fluctuation protection is not offered. Any request for exchange rate fluctuation protection shall not be considered.
6. Timely and correct delivery of bids is the sole responsibility of the Bidder.

SI06 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI10. The facsimile number for receipt of revisions is **418-648-2209**.

SI07 OVERVIEW OF SELECTION PROCEDURE

1. Proposal
 - a) 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.
 - b) The information that Bidders are required to provide is set out in detail elsewhere in this RFP.
2. Proposal Evaluation and Final Rating
 - a) 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 RFP. Upon completion of the evaluation, Technical Ratings are established.
 - b) Technical Ratings are multiplied by predetermined percentage factors to establish Technical Scores. Proposals achieving the minimum Technical Scores specified in the Submission Requirements and Evaluation section of the RFP are further considered.
 - c) The price envelopes of all responsive proposals achieving the minimum Technical Scores will be opened upon completion of the technical evaluation. The total proposal amount will be divided by its technical score to determine a Price per Point.
 - d) Neither the responsive proposal that receives the highest number of points nor the one that proposed the lowest amount will necessarily be accepted. The responsive proposal with the lowest evaluated Price per Point will be recommended for award of a contract.

3. Notification
 - a) 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.
4. Bid Opening
 - a) There will be no public opening of proposals

SI08 COMPLETION OF SUBMISSION

The Bidder shall base the Bid on the applicable bid documents listed in the Special Instructions to Bidders. It is the responsibility of the Bidder to obtain clarification on any terms, conditions or technical requirements contained in this document.

SI09 BID VALIDITY PERIOD

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of SI09 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. of SI09 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
 - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under [GI11](#).

SI10 SECURITY RELATED REQUIREMENTS

1. **At bid closing, the Bidder must hold a valid Security Clearance** as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.
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 SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful bidder's non-compliance with the mandatory security requirement.

-
3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" on the Standard Procurement Documents Web site [Industrial Security Program](#).

SI11 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (Appendix 2) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

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

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Appendix 2.

If you accept fill out and sign Appendix 2

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

SI12 RIGHTS OF CANADA

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- g. negotiate with the sole responsive Bidder to ensure best value to Canada.

SI13 PRICE JUSTIFICATION

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

SI14 CONDUCT OF EVALUATION

1. In conducting its evaluation of the bids, 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 bid 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 bid solicitation;
 - e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
 - f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
 - g. interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid 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.

SI15 JOINT VENTURE

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

SI16 ENTIRE REQUIREMENT

The bid solicitation documents contain all the requirements relating to the bid 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 bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

SI17 DEBRIEFING

Should a Bidder desire a debriefing, the Bidder should contact the person identified on the front page of the RFP within 15 working days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, by telephone or in person.

SI18 COMPOSITION OF THE CONSTRUCTION MANAGEMENT TEAM

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 in fulfillment of the project 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.

SI19 LIMITATION OF SUBMISSIONS

1. A Bidder may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one proposal is received from a Bidder (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given.
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 prime consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the Consultant Team by more than one Bidder. The Bidder warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Bidder shall not include in its submission another Bidder as a member of its consultant team, as a sub-consultant or specialist consultant.
5. Any joint venture entered into for the provision of professional services or other services 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.

SI20 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl>

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Bid Bond (form PWGSC-TPSGC 504)

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

Performance Bond (form PWGSC-TPSGC 505)

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

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

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

Standard Acquisition Clauses and Conditions (SACC) Manual

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

Solicitation No – N° de l'invitation
EF474-160815/A
Client Ref No. – N° de réf. du client
EE474-16-0815

Amd. No. – N° de la modif.
File No. – N° du dossier
QCM-5-38106

Buyer ID – id de l'acheteur
QCM009

PWGSC, Industrial Security Services
<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

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

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

GENERAL INSTRUCTIONS – CONSTRUCTION SERVICES – BID SECURITY REQUIREMENTS

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

GI01 (2015-07-03) Integrity Provisions – Bid

1. Interpretation

For the purposes of these Integrity Provisions, the following definitions apply:

2.

"Administrative Agreement"

is a negotiated agreement between a supplier/potential supplier and the Minister of PWGS as provided for in the [*Ineligibility and Suspension Policy*](#).

"Affiliate"

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

"Control"

means

a. direct control, such as where:

- i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
- ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
- iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which

- the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
- iv. the general partner of a limited partnership controls the limited partnership; and
 - v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b. deemed control, such as where:
a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity
- c. indirect control, such as where:
a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of
- i. any securities of the entity that are beneficially owned by that person, and
 - ii. any securities of the entity that are beneficially owned by any entity controlled by that person
- is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

"Ineligibility"

means not eligible for contract award.

"Suspension"

means a determination of temporary ineligibility by the Minister of PWGS.

2. Statement

- a. Bidders must comply with the [Code of Conduct for Procurement](#) and be eligible for contract award under the [Ineligibility and Suspension Policy](#). In addition, Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, and that accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts, and submit bids as well as enter into contracts only if they will fulfill all obligations of the Contract.
- b. By submitting a bid, bidders confirm that they understand that being convicted of certain offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of contract award. If it is determined by the Minister of PWGS, after contract award, that the Bidder made a false declaration, Canada will, following a notice period, have the right to terminate the Contract for default.

3. List of Names

- a. Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.
- b. If the required list of names 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 provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- c. The Bidder must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

4. Request for Additional Information

By submitting a bid, the Bidder certifies that it is aware, and that its Affiliates are aware, that Canada may request additional information, certifications, validations from a third party qualified by the Minister of PWGS, and other evidentiary elements proving identity or eligibility to contract with Canada. Canada may also verify the information provided by the Bidder, including the information relating to convictions for certain offences and any conditional or absolute discharges specified in these Integrity Provisions.

5. Lobbying Act

By submitting a bid, the Bidder certifies that neither it nor any of its 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](#).

6. Canadian Offences Resulting in Legal Incapacity

By submitting a bid, the Bidder certifies that:

- a. it and the Affiliates of the Bidder have not been convicted of or pleaded guilty to an offence under any of the following provisions which would result in a legal incapacity under section 750(3) of the [Criminal Code](#) and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
 - i. 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
 - ii. 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](#), or
- b. the Bidder has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract as described in (a).

7. Canadian Offences

By submitting a bid, the Bidder certifies that:

- a. the Bidder and the Affiliates of the Bidder have not, in the last three years, from the bid submission date, been convicted of or pleaded guilty to an offence under any of the following provisions for which they would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
 - i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#), or
 - ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the [Competition Act](#), or
 - iii. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
 - iv. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or

-
- v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the [*Corruption of Foreign Public Officials Act*](#), or
 - vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [*Controlled Drugs and Substance Act*](#); or
 - b. the Bidder has not been convicted of or pleaded guilty to the offences described in paragraph (a) and it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible for contract award as described in (a).
8. Foreign Offences
- By submitting a bid, the Bidder certifies that:
- a. the Bidder and its Affiliates have not, in the last three years, from the bid submission date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections, and for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned under the Foreign Pardons subsection and:
 - i. the court, before which the Bidder or its Affiliate appeared, acted within the court's jurisdiction;
 - ii. the Bidder or its Affiliate appeared during the court's proceedings or submitted to the court's jurisdiction;
 - iii. the court's decision was not obtained by fraud, and
 - iv. the Bidder or its Affiliate was entitled to present to the court every defence that the Bidder or its Affiliate would have been entitled to present had the proceeding been tried in Canada; or
 - b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract as described in (a).
9. Ineligibility for Contract Award
- a. The Bidder confirms that it understands that where it or any of its Affiliates have been convicted of certain offences or have been held responsible of certain acts, as described under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences, the Foreign Offences and the Lobbying Act subsections, the Bidder or its Affiliate is ineligible to be awarded a contract, subject to a Public Interest Exception.
 - b. The Bidder confirms that it understands that it is ineligible for contract award where it has been so determined by the Minister of PWGS under the [*Ineligibility and Suspension Policy*](#) and that the period of ineligibility or suspension has not expired.
10. Declaration of Convicted Offences
- Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed [*Declaration Form*](#), to be given further consideration in the procurement process.
11. Period of Ineligibility
- The following rules determine the period for which a Bidder or its Affiliate that has been convicted of certain offences is, ineligible to be awarded a contract:
- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Bidder or an Affiliate of the Bidder has pleaded guilty to or has

been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection.

- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Bidder or an Affiliate of the Bidder has pleaded guilty to or been convicted of, as the case may be, in the last three years, from the bid submission date, the period of ineligibility for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.
- c. subject to an Administrative Agreement, for violations of matters referenced in the Lobbying Act subsection for which a Bidder or an Affiliate of the Bidder has been found responsible, as the case may be, in the last three years, from the bid submission date, the period of ineligibility for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.

12. Canadian Pardons

A determination of ineligibility for contract award will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Bidder or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;
- c. been granted a pardon under section 748 of the [Criminal Code](#);
- d. received a record of suspension ordered under the [Criminal Records Act](#); and
- e. been granted a pardon under the [Criminal Records Act](#), as that Act read immediately before the day section 165 of the [Safe Streets and Communities Act](#) comes into force.

13. Foreign Pardons

A determination of ineligibility for entering into government contracts will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Bidder or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons, conditional discharges, absolute discharges, record suspensions, or restoration of legal capacities by the Governor in Council.

14. Suspension of Period of Ineligibility

The Bidder confirms that it understands that a determination of ineligibility for entering into government contracts made under these Integrity Provisions may be suspended by the Minister of PWGS through an Administrative Agreement, to the extent that it is permissible in law. The period of ineligibility applicable to that Bidder or its Affiliate and the right to participate in a given procurement process are guided by the terms and conditions of the Administrative Agreement. Subject to the Public Interest Exception, an Administrative Agreement may only suspend a period of ineligibility on solicitations issued after it has been concluded.

15. Period of Ineligibility for Providing False or Misleading Information

The Bidder confirms that it understands that where it has made a false declaration or provided false or misleading information under these Integrity Provisions, the Minister of PWGS will declare a Bidder to be ineligible to be awarded contracts for a period of ten years. The period of ineligibility is effective from the date of determination by the Minister of PWGS.

16. Period of Ineligibility for Breaching Administrative Agreements

The Bidder confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

17. Suspension of a Bidder

The Bidder confirms that it understands that the Minister of PWGS may suspend a Bidder from being awarded a contract for a period of up to 18 months, subject to renewal, pending completion of the criminal proceeding, if the Bidder has been charged with any of the offences listed in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections or if the Bidder has admitted to being guilty of any of these offences. The period of suspension is effective from the date of determination by the Minister of PWGS. A period of suspension does not abridge or suspend all other periods of ineligibility that may be imposed on a Bidder by the Minister of PWGS.

18. Third Party Validation

The Bidder confirms that it understands that where it or any of the Bidder's Affiliates has been subject to a period of ineligibility to be awarded contracts, for which the Canadian Pardons and the Foreign Pardons subsections do not apply, the Bidder must provide by bid closing date, a confirmation from an independent third party, recognized in advance by the Minister of PWGS, confirming that measures have been put in place in order to avoid the reoccurrence of such wrongdoings that led to the convictions. Failure to provide the said confirmation from an independent third party renders this bid non-responsive.

19. Subcontractors

The Bidder must ensure that contracts with first tier subcontractors include Integrity Provisions similar to those imposed in the resulting contract.

20. Public Interest Exception

The Bidder confirms that it understands:

- a. that, with the exception of a legal incapacity to contract resulting from section 750(3) of the Criminal Code, Canada may enter in a contract with a Bidder, or any of its Affiliates, which have been convicted of or have pleaded guilty to any of the offences referenced in the Canadian Offences and Foreign Offences subsections, where Canada considers it necessary to the public interest for reasons which include, but are not limited to:
 - i. the need is one of pressing emergency in which delay would be injurious to the public interest;
 - ii. the Bidder is the only person capable of performing the contract;
 - iii. the contract is essential to maintain sufficient emergency stocks in order to safeguard against possible shortages; and;
 - iv. not entering into the contract with the Bidder would have a significant adverse impact on the health, national security, safety, security or economic or financial well-being of the people of Canada or the functioning of any portion of the federal public administration;
- b. Canada may only enter into a contract with a Bidder under this subsection where the ineligible Bidder has concluded an Administrative Agreement with the Minister of PWGS, on such terms and conditions that are necessary to safeguard the integrity of the procurement process and can apply to any procurement. The Administrative Agreement need not be concluded in advance of the solicitation.

GI02 (2014-03-01) Completion of Bid

1. The bid shall be

- a. submitted on the Bid and Acceptance Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Bid and Acceptance Form that must be identical in content and format to the Bid and Acceptance Form provided through GETS;

-
- b. based on the Bid 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 GI08; 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 GI11, 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 may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Bid and Acceptance Form by the Bidder shall be initialed by the person or persons signing the bid. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
3. Unless otherwise noted elsewhere in the Bid Documents, facsimile copies of bids are not acceptable.
4. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

GI03 (2015-02-25) Identity or Legal Capacity of the Bidder

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.

GI04 (2015-02-25) Applicable Taxes

"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.

GI05 (2015-02-25) Capital Development and Redevelopment Charges

For the purposes of GC1.8, of R2810T "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.

GI06 (2015-02-25) Registry and Pre-qualification of Floating Plant

Dredges or other floating plant to be used in the performance of the Work must be on Canadian registry. For dredges or other floating plant that are not of Canadian make or manufacture, the Bidder must obtain a certificate of qualification from Industry Canada as described in the Floating Plant Appendix of the Bid and Acceptance Form, and this certificate must accompany the bid. Plant so qualified by Industry Canada may be accepted on this project.

GI07 (2015-02-25) Listing of Subcontractors and Suppliers

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.

GI08 (2014-06-26) Bid Security Requirements

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. Applicable Taxes shall not be included when calculating the amount of any bid security that may be required. 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 sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, [Acceptable Bonding Companies](#).
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 GI08
 - 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 GI08, 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 GI08 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.
 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 6) of GI08 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 GI08 and provided more than three compliant bids have been received, if one or more of the bids 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 bid in order to retain the bid security of at least three valid and compliant bids.

GI09 Submission of Bid

See **SI 05**.

GI10 (2010-01-11) Revision of Bid

1. A bid 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 bids, 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.
2. A revision to a bid 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 should be clearly identified as a confirmation.
4. Failure to comply with any of the above provisions may result in the rejection of the non-compliant revision(s) only. The bid shall be evaluated based on the original bid submitted and all other compliant revision(s).

GI11 (2014-09-25) Rejection of Bid

1. Canada may accept any bid, whether it is the lowest or not, or may reject any or all bids.
2. Without limiting the generality of paragraph 1) of GI11, Canada may reject a bid 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 bid 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. the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - d. 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;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;

-
- f. with respect to current or prior transactions with Canada
 - i. 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
 - ii. 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)(f)(ii) of GI11, 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 GI11, Canada may reject any bid based on an unfavourable assessment of the
 - a. adequacy of the bid price to permit the work to be carried out and, in the case of a bid 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 bid pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI11, other than subparagraph 2)(a) of GI11, 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 bid rejection.
 - 6. Canada may waive informalities and minor irregularities in bids received if Canada determines that the variation of the bid from the exact requirements set out in the Bid Documents can be corrected or waived without being prejudicial to other Bidders.

GI12 (2015-02-25) Bid Costs

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

GI13 (2015-02-25) Procurement Business Number

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](#).

GI14 (2013-04-25) Compliance with Applicable Laws

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 GI14, 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.
3. Failure to comply with the requirements of paragraph 2) of GI14 shall result in disqualification of the bid.

GI15 (2015-02-25) Approval of Alternative Materials

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.

GI16 (2010-01-11) Performance Evaluation

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.

GI17 (2011-05-16) Conflict of Interest - Unfair Advantage

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 solicitation 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.

SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

- SRE 1 General Information
- SRE 2 Technical Proposal Submission Requirements and Evaluation
- SRE 3 Evaluation and grading
- SRE 4 Price Evaluation
- SRE 5 Basis of Selection

SRE 1 GENERAL INFORMATION

1.1 BID PRESENTATION

- 1.1.1 Bidders must submit their bid in "two envelopes": the technical aspect of their proposal in one envelope and the financial aspect (price proposal) and the bid security in another envelope.
- 1.1.2 Submit one (1) signed original plus four (4) copies of the technical proposal (envelop 1)
- 1.1.3 Submit one (1) signed original of the price proposal and the bid security in a sealed envelop (envelop 2).

1.2 BID FORMAT

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 request for proposal (RFP) 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 should be implemented when preparing the proposal:

- Paper size : - 216mm x 279mm (8.5" x 11");
- Minimum font size - 11 point Times or equal;
- 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
- Resumes (limit 2 page each)

If the 30 page limit is not respected, any pages which extend beyond the page limitation and any other attachments will be extracted from the proposal and will not be forwarded to the PWGSC Evaluation Board members for evaluation.

1.2.2 Price proposal

Bidders must submit their price proposal in accordance with Annex B – Basis of Payment and GI08 – 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 request for proposal, including the security requirement at the solicitation closing date;
- 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.

SRE 2 TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION

2.1 TECHNICAL CRITERION 1 - Experience of the Bidder (Maximum Points: 300 points)

The Bidder is a company with experience of at least ten (10) years in the execution of construction and renovation of buildings. He also has experience in the realization of construction management project, experience gained during the ten (10) years.

Information to be provided

1) General experience of the bidder

Demonstrate that the bidder has the experience requirements set out above by describing the achievements and successes of the bidder as part of work with a scope (costs) and complexity (multiple and diverse works on different sites) are comparable to those of the present project.

2) Projects

Describe the accomplishments and achievements of the Bidder which the scale (costs) and complexity (various and multiple works) are comparable to these related to the identified project.

Description of **two (2) completed projects** (Substantial Completion Certificate issued) within the last **ten (10) years, executed in a construction management mode**. It must include:

- Provide a brief project description and intent including total construction value and contracts managed as well as the start date and end/Substantial Completion date. Clearly indicate how the project is comparable to the subject Project of this RFP;
- Describe how budget was controlled and managed (i.e. contract price & final construction cost with explanation to address variances);

- Provide how schedule was controlled and managed (i.e. initial schedule and revised schedule with explanation to address variances);
- Describe how scope, quality and risks were managed to achieve client's expectations (provide specific examples that are relevant to this project);
- Names of key personnel responsible for delivery; outline their roles and responsibilities; and
- Provide one reference from the work provider (client) for each of the projects, including name, address, phones and e-mail of client contact at the working level - (PWGSC reserves the right to verify the references to validate the accuracy of the information).

2.2 TECHNICAL CRITERION 2 - Experience of Key Personnel of the Bidder (Maximum Points: 220)

Describe the accomplishments / achievements, relevant experience / expertise, roles / responsibilities / degree of involvement / years with the firm of all key personnel. The key personnel include a Project Officer, a Cost Estimation & Control Specialist and a Superintendent.

These key people must have a minimum of ten (10) years of experience in performing duties related to each of these positions. Each position must be occupied by different individuals.

Please see paragraph PD3.5 to know the terms for the of more than one superintendent or to know the experience requirements for the foremen.

Project Officer

In addition to having a minimum of ten (10) years of experience as a project officer, he shall have ten (10) years of construction management experience. It will be the contact person of the PWGSC project manager with the bidder.

Information to be provided :

- Relevant experience in the proposed position and number of years of experience in both the proposed position and in the construction industry (if not done with Bidder firm, specify name of firm);
- Role, responsibility and degree of involvement of this individual in past projects;
- Present **two construction management projects** executed and completed during the past 10 years and provide references and acknowledgments of the client (customer) : provide the name, address, phone numbers and electronic address of the contact. PWGSC reserves the right to verify the references in order to validate the accuracy of information.

Cost Estimation & Control Specialist

Information to be provided :

- Relevant experience in the proposed position and number of years of experience in both the proposed position and in the construction industry (if not done with Bidder firm, specify name of firm);
- Role, responsibility and degree of involvement of this individual in past projects;

Superintendent

Information to be provided :

- Relevant experience in the proposed position and number of years of experience in both the proposed position and in the construction industry (if not done with Bidder firm, specify name of firm);
- Role, responsibility and degree of involvement of this individual in past projects;

2.3 TECHNICAL CRITERION 3 - Understanding of the Project (Maximum Points: 100)

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

Information to be provided:

- Description of the Project goals /constraints / challenges / issues of the Project with highlights of those that are particularly significant to the Project;
- Description of the Bidder's construction management philosophy/methodology to meet the intent of the project and PWGSC's expectations;
- Description of the approach to issues to be dealt with during the Project such as:
 - Multiple stakeholders
 - Quality control
 - Coordination of multiple-path schedules

2.4 TECHNICAL CRITERION 4 - Management of Services: (Maximum Points: 80)

The Bidder should demonstrate capacity to manage the services and meet the 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 provided:

- Organization chart with key personnel to be involved in this project and other position titles and names of the Bidder's team;
- Description of reporting relationships within the firm, with PWGSC and with external stakeholders;

- Internal and external communication strategy, including but not limited to meetings, communication tools, reporting tools and format, etc.
- 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: 300)

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

Information to be provided:

- Describe the time services; explain how schedule control will be applied throughout the delivery of the Project;
- Present a preliminary schedule with periods of work for each site.
- Describe the cost control services; explain how cost control will be applied throughout the delivery of the Project;
- Specify the resources to be allocated for each site (Superintendent(s), foreman(s) depending on the scope and duration of work for different sites.
- Describe the scope control methodology; explain how the control will be applied throughout the delivery of the Project;
- Describe the tendering strategies / methodologies you plan to use for the work of the different sites in respect of the PWGSC requirements stated in SRE15 of the RFP.

SRE 3 EVALUATION AND RATING

At first, the envelopes containing the price proposals will not be opened and only the technical aspects of the compliant proposals will be examined, evaluated and rated by a PWGSC Evaluation Committee in accordance to the following in order to establish the technical ratings:

Criterion	Score	Weight	Maximum mark
SRE 2.1 - Technical Criterion 1 - Experience of the Bidder			
General experience of the Bidder	0-10	2	20
Subtotal – General experience of the Bidder:			20
Project 1			
Project Description	0-10	3.5	35
How budget was controlled and managed	0-10	4	40
How schedule was controlled and managed	0-10	4	40
How scope, quality, and risks were managed to achieve client's expectations	0-10	2	20
Client reference	0-10	0.5	5
Subtotal – project 1:			140

Criterion	Score	Weight	Maximum mark
Project 2			
Project Description	0-10	3.5	35
How budget was controlled and managed	0-10	4	40
How schedule was controlled and managed	0-10	4	40
How scope, quality, and risks were managed to achieve client's expectations	0-10	2	20
Client reference	0-10	0.5	5
Subtotal – Project 2:			140
Subtotal SRE 2.1:			300
SRE 2.2 - Technical Criterion 2 - Experience of Key Personnel of Bidder			
Project Officer			
Relevant experience (including the description of the two construction management projects)	0-10	6	60
Role, responsibility and degree of involvement of individual in past projects	0-10	3	30
Client reference	0-10	1	10
Subtotal - Project Officer:			100
Cost estimation & control Specialist			
Relevant experience	0-10	4	40
Role, responsibility and degree of involvement of individual in past projects	0-10	2	20
Subtotal - Cost estimation & control Specialist :			60
Superintendent			
Relevant experience	0-10	4	40
Role, responsibility and degree of involvement of individual in past projects	0-10	2	20
Subtotal - Superintendent:			60
Subtotal EPEP 2.2:			220
SRE 2.3 - Technical Criterion 3 - Understanding of the Project			
Description of the Project goals with highlights of those which are particularly significant to the Project.	0-10	5	50
Description of the Contractor's Construction Management philosophy/methodology	0-10	3	30
Description of the approach to major issues to be dealt with during the Project such as: multiple stakeholders, quality control.	0-10	2	20
Subtotal EPEP 2.3:			100
SRE 2.4 - Technical Criterion 4 - Management Services			
Organization chart	0-10	2	20
Description of reporting relationships within the firm and with PWGSC.	0-10	2	20
Communication strategy	0-10	2	20
Description of how advice will be provided during the design and implementation stages	0-10	2	20
Subtotal EPEP 2.4:			80
SRE 2.5 - Technical Criterion 5 - Management of Services and Work			
Description of Time Services, explain how schedule control will be managed/ controlled throughout the delivery of the Project.	0-10	9	90
Description of Cost Services, explain how cost control will be applied throughout the delivery of the Project.	0-10	5	50

Criterion	Score	Weight	Maximum mark
Specify how resources will be allocated for each site (Superintendent(s) and / or foreman(s)	0-10	7	70
Description of Scope/Quality control methodology, explain how control will be applied throughout the delivery of the Project.	0-10	4	40
Description of Tendering methodology;	0-10	3	30
Description of Commissioning methodology.	0-10	2	20
Subtotal EPEP 2.5:			300
TOTAL TECHNICAL RATING Sum of subtotal SRE 2.1 to SRE 2.5:			1000

Generic Evaluation Table

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Bidder's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below:

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Bidder do not possess qualifications and experience	Bidder lacks qualifications and experience	Bidder has an acceptable level of qualifications and experience	Bidder is qualified and experienced	Bidder is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

To be considered further, bidders **must** achieve a minimum Technical Rating of six hundred (600) points out of the thousand (1,000) points available as specified above.

No further consideration will be given to bidders not achieving the pass mark of six hundred (600) points.

SRE 4 PRICE EVALUATION

Total maximum points for the sum of SRE 2.1 through SRE 2.5 (Technical Criteria) is 1,000 points. A minimum score of 600 (60% of total score) points must be achieved to proceed to the opening of the price proposal, and all proposal being assessed a score of less than 600 points will be considered non-responsive.

All price proposal envelopes corresponding to responsive proposals which have achieved the pass mark of six hundred (600) points will be opened upon completion of the technical evaluation.

SRE 5 BASIS OF SELECTION

The price submitted by the Bidder will be divided by the Technical Score to establish the Price per Point of the Proposal. The Bidder whose responsive proposal achieves the lowest overall Price Per Point is the first entity that the Evaluation Board will recommend for contract award. In the case of a tie, the bidder submitting the lower price for the services will be recommend by the Evaluation Comitee. The Table below presents a breakdown of the evaluation and grading of each technical criterion.

Example :

	Bidder 1	Bidder 2	Bidder 3	Bidder 4
Technical score	750 / 1000	600 / 1000	580 / 1000	700 / 1000
Minimum score	600	600	600	600
Pass/Fail	Pass	Pass	Fail	Pass
Price	\$1,000,000	\$1,000,000	-	\$1,300,000
Price per Point:	\$1,333	\$1,667	-	\$1,857
Ranking	1	2	Disqualified	3

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY REQUIREMENTS, DOCUMENT SAFEGUARDING LOCATION

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, 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/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex G;
 - (b) Industrial Security Manual (Latest Edition).

SC02 INSURANCE TERMS

1. Insurance Contracts
 - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
 - (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
2. Period of Insurance
 - (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
 - (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.
3. Proof of Insurance
 - (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
 - (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4. Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5. Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

SC03 REPLACEMENT OF SPECIFIC INDIVIDUALS

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

SC04 CHANGES TO CONTRACT DOCUMENTS

The General Conditions are modified as follow:

1. **R2810D –General Provisions - Construction Services:**

Replace paragraph 1) of clause GC1.2.2 "Order of Precedence" with the following:

1. In the event of any discrepancy or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:
 - a. any amendment or variation of the contract documents that is made in accordance with the General Conditions;
 - b. any amendment issued prior to tender closing;
 - c. Supplementary Conditions;
 - d. General Conditions;
 - e. the duly completed Bid and Acceptance Form when accepted;
 - f. the Terms of Reference;
 - g. drawings and specifications.

later dates shall govern within each of the above categories of documents.

2. R2850D – Terms of Payment

Paragraph GC5.4 1. a. is replaced in its entirety with the following:

- a. a written progress claim in a form acceptable to Canada that fully describes **any services rendered**, any part of the Work that has been completed, and any Material that was delivered to the Work site but not incorporated into the Work, during that payment period, and

3. R2860D - Delays and Changes in the Work

Paragraph 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, allowable disbursements and any adjustments that are made in accordance with the Contract.

SC05 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.

SC06 Harassment in the Workplace

- 1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on Harassment Prevention and Resolution, which is also applicable to the Contractor, is available on the Treasury Board Web site.
- 2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

SC07 Access to Information

Records created by the Contractor, and under the control of Canada, are subject to the Access to Information Act. The Contractor acknowledges the responsibilities of Canada under the Access to Information Act and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the Access to Information Act provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act is guilty of an offence and is liable to imprisonment or a fine, or both.

CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:
 - a. Contract Page when signed by Canada;
 - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
 - c. Drawings and Specifications;
 - d. General Conditions and clauses

GC1 General Provisions	R2810D	(2015-07-09);
GC2 Administration of the Contract	R2820D	(2015-02-25);
GC3 Execution and Control of the Work	R2830D	(2015-02-25);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2015-02-25);
GC6 Delays and Changes in the Work	R2860D	(2013-04-25);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2882D	(2015-02-25);
GC9 Contract Security	R2890D	(2014-06-26);
GC10 Insurance	R2900D	(2008-05-12);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
Supplementary Conditions		
 - e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

Solicitation No – N° de l'invitation
EF474-160815/A
Client Ref No. – N° de réf. du client
EE474-16-0815

Amd. No. – N° de la modif.
File No. – N° du dossier
QCM-5-38106

Buyer ID – id de l'acheteur
QCM009

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Construction management services as part of the execution of various works in Mont-Joli, Québec, Trois-Rivières and Sorel.

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

Email: _____

BA03 THE OFFER

Please refer to **Annex B "Basis of Payment"**.

BA04 BID VALIDITY PERIOD

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

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

BA06 CONTRACT PERIOD

The contract is effective from its award date until March 31, 2017.
Regarding the period of work, please refer to paragraph "PD 2.4 – Schedule".

BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI08 General Instructions - Construction Services - Bid Security Requirements.

Solicitation No – N° de l'invitation
EF474-160815/A
Client Ref No. – N° de réf. du client
EE474-16-0815

Amd. No. – N° de la modif.
File No. – N° du dossier
QCM-5-38106

Buyer ID – id de l'acheteur
QCM009

BA08 SIGNATURE

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

Signature

Date

Buyer ID – id de l'acheteur
QCM009

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

APPENDIX 2 – VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

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

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Number of company employees: _____

Number of apprentices planned to be working on this contract: _____

Trades of those apprentices:

ANNEX "A" – TERMS OF REFERENCE

SECTION 1 Description of the 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

SECTION 1 DESCRIPTION OF THE PROJECT

PD1 PROJECT INFORMATION

The project will include a series of work to be done on the Department of Fisheries and Oceans' buildings located on different sites in the Province of Quebec.

- 1.1 Location of the project :**
Mont-Joli, Québec, Trois-Rivières and Sorel.
- 1.2 PWGSC Project Numbers :**
R.077085.300
R.077085.500
R.077085.600
R.077085.700
- 1.3 Client :**
Public Works and Government Services Canada (PWGSC)

DDP 2 PROJECT DESCRIPTION

Within the scope of the Accelerated Infrastructure Program, (AIP2), PWGSC has been mandated by the Department Fisheries and Oceans Canada for the management and implementation of a project comprising a series of works in accordance with the recommendations of status reports and building up to standard.

The architecture, structural, mechanical, electrical and civil work will be carried out on buildings located on different sites.

Maurice-Lamontagne Institute (IML)
850, de la Mer, Mont-Joli (Québec)

Base de Québec (BQ)
101, boulevard Champlain, Québec (Québec)

Trois-Rivières (T-R)
Base des aéroglisseurs
7100, rue du Pont, Trois-Rivières (Québec)

Sorel
Base de Sorel
15, rue Prince, Sorel (Québec)

Bidder / Contractor

PWGSC intends to commission a specialized company in building construction work for construction management services. For this section as well as the following sections, the bidder will be defined as the contractor.

Generally, the Contractor's scope of work is defined as follows :

-
- In Collaboration with consultants, validate and if necessary redefine the scope of work in order to respect the overall budget for all the work and budgets.
 - Prepare Estimates of class B and A for all the work for each site.
 - Apply Cost Control of the work to meet the overall budget and the budgets for each of the sites.
 - Prepare a detailed schedule including the design phases and those works.
 - Set the bidding strategies depending on the scope of work of the various sites and coordinate with the consultants preparing the necessary technical documents.
 - Launch, receive and analyze tenders (scope of the work / costs), and recommend contract awards.
 - Plan in detail and execute all work for each site within budget and schedule.
 - Evaluate, negotiate and process all modifications in concert with consultants and recommend a fair and reasonable price.
 - In collaboration with consultants, coordinate commissioning when required (equipment, systems etc.).
 - Ensure that the work will be performed in accordance with the contract documents.
 - Ensure specialist contractors correct defects.
 - Ensure the maintenance manuals are completed and that the guarantees are issued.

For the details of the mandate, see Section 2 Description of Required Services and Work.

PD 2.1.1 CONSTRUCTION WORKS

- a) Provide a sufficient labour force to complete all the work within the deadlines in consideration that several works on various sites must be carried out simultaneously.
- b) Depending on the size and type of work to be done on the various sites, plan services and superintendents and/or foremen and/or supervisors so as to ensure:
 - that this work will be borne by the contractor, are well coordinated with the subcontractors.
 - that this work will comply with the contract documents.
 - that this work to be carried out in busy places are safe for workers and the occupants.
 - that this work will be done to minimize the impact on occupants.
- c) Parking
Generally, parking spaces will be available to the Contractor and his workers close to the work places and for different sites with the exception of the Quebec Base where parking will be restricted.
- d) Office of Professional / Construction site trailer / sanitation trailers
Trois-Rivières site:
It is not required to provide a construction trailer and an office for meetings. If necessary, meetings will be held in a local of the building. However, sanitary facilities must be provided.
 - Sites of the Maurice Lamontagne Institute (MLI), the Quebec and Sorel Base:
A construction trailer, an office for professionals as well as sanitation services are going to be required.

PD2.2 SCOPE OF WORK

This table, provided as an indication, indicates a brief description of the scope of work according to the different sites and periods (seasons) and times at which the work could be realized.

At first, this scope of work that will be defined by the consultants and will be revised based on estimates produced by the contractor and the total authorized budget according to the total budget and the approved budget per site.

Federal Accelerated Infrastructure Program (AIP2) – Project Management – Quebec Region

	Restrictions	Schedule	Commissioning
MONT-JOLI			
Building D - Safety issue / permanent outdoor shelter		Day	
Outdoor unheated warehouse to house CCG equipment + Science Branch		Day	
Parking and equipment storage outside workshops ships		Day	
Repaint and redo outside sealing		Day	
Replacing the countertops and floor covering of food Room B-120 - Block B		Evening	
Modification to the long counter B133 - Block B		Evening	
Re-fit of the 6th floor - Block A modification: (Replace flooring outline only)		Evening	
Design, plan & specs, change DAR outside norm		Evening	
Refrigeration unit not strong enough to UAC B-137 - Block B		Evening	
Installing a salt water injection system to the high salinity water tank.	Inside / Outside Work	Day / Evening	Yes
Upgrading elevator controls (3) 100K plus the inside cabins, Block B		Day	Yes
Install safe railings, to the access to overhead cranes, Block C		Day	
Implement the recommendations following the assessment of water consumption		Day	
Implement the recommendations following the assessment of water consumption		Day	
Strengthen the security of the building		Evening	
Design, plan & specs for replacement of lamps of the ship's workshop , atrium, C-120 warehouses and main entrance		Evening	
QUÉBEC			
Replacement of the main entrance door, porch ceramic and the hinges of main door of the building 100 (river side) must be fitted with at least two non-removable plugs + astragals to change		Evening	Yes
Repair doors, seals, ceilings, corridor lighting giving access to the cafeteria		Evening	
Analyse main entrance insulation problems		Day	
Repair and refresh porch door - 5-150-1		Day	

	Restrictions	Schedule	Commissioning
Changing west side windows + their insulation		Day	
Fit-up of lobby sprinklers and the mezzanine, (welding workshop)		Day	
Repainting of stairs of the main entrance cage		Day	
Fire dampers, make it accessible for the mandatory inspection to 4 years		Day	
Make adequate facilities for recycling bins according to the CFC reports		Evening	
Repair deficiencies, peripheral beams of gypsum		Evening	
Install a iceguard around the building like the one of the garage door		Day	
Protector on the fence for the new emergency exit Heliport		Day	
Repair and repaint the perimeter fence of the site and repair concrete base of the main entrance		Day	
Relocation and expansion of the gatehouse		Day	Yes
Changing air diffusion + add heating coil system A-1, par phase		Evening	
Replace unit AR-1		Day	Yes
Change the ventilation system AR-05		Day	Yes
Add a gas detection system to the welding shop		Day	Yes
Implement the recommendations following the assessment of water consumption		Evening	
Sprinkler/entrance - Install a damper		Evening	Yes
Implementation of an asbestos management plan following the report of Gesfor, March 2005		Day	
Phase 2 Keying Base Québec		Day	
Analyse and upgrade the freight –elevator		Day	
Study on the state of the retaining wall between buildings 400 and 500		Day	
Installation of an iceguard above the garage door		Day	
Follow up on the cracks on buildings 500 and 900		Day	
Independent derivation of the electrical entrance		Evening	

	Restrictions	Schedule	Commissioning
Edit derivations from the electrical entrance, Buildings 100 and 200 + make changes as recommended		Evening	
Some cameras to be replace on the site		Day	
TROIS-RIVIÈRES			
Repair of doors (other than garage doors)		Day	
Miscellaneous repair of fire doors + access to fire dampers for maintenance		Day	
Adding a catwalk between the two mezzanines to the goods receipt		Day	
Redo the asphalt of the Hovercrafts ramp		Day	
Repair of concrete slab joints of the pad		Day	
SOREL			
Repairs roofs building		Day	
Replacement of surveillance equipment for guard round		Day	
Système de clés à remplacer		Day	
Remplacement of 12 garage door		Day	Yes
Alarms, cameras, card access		Day	
Repair and / or replacement of the perimeter fence		Day	
Remplacement of the roof units		Day	Yes
Replace electric starters		Day	
Replacement of wiring heating units / ventilation		Day	
Replacement of boilers, pumps, humidifiers and water heaters		Day	Yes
Automation of Ventilation and heating (workshops)		Day	Yes
Automation Heating ventilation system shutdown in case of fire		Day	Yes
Cleaning of water pipes of the site		Day	
Produce an operation guide for systems (ventilation, etc.)		Day	

PD2.3 ESTIMATED CONSTRUCTION COSTS

The estimated value of construction costs amounts to \$5,000,000 plus applicable taxes.

The estimated value of construction costs indicated below for each site is for guidance only. These costs should be reassessed by the contractor following a more precised definition of the scope of work.

Maurice-Lamontagne Institute (MLI): \$2,238,250

Base de Québec (BQ): \$1,312,800

Trois-Rivières (T-R): \$100,000

Base de Sorel (SOR) : \$1,348,950

PD2.4 SCHEDULE

This project is realized within the Accelerated Infrastructure Program (AIP2) from the federal government. The schedule is defined by the duration of the program which comes to an end on March 31st, 2017.

All of the works for all the sites must be completed for December, 2016 or earlier if possible.

Corrections of defects, commissioning services (when required), maintenance manuals and warranties (if required) must be completed / delivered no later than 17 March 2017.

- Approximative date of Consultants Contract award : early September 2015
- Design: September 2015 - March 2016 (see note 1)
- Approximative date of Construction Management Contract award: early October 2015 (see note 2)
- Analysis, scope of work review, cost estimates and work planning: October 2015 to the end of November 2015
- Proposed period of work: December 2015 – December 2016 (see note 3)
- Substantial Completion of work: 16 December 2016
- Completion: March 17, 2017

Note 1

The consultants will start their mandate at the beginning of September. At first, they will proceed to the definition of the needs and they will begin the design. Secondly, they will pursue the realization of the plans and the specs according to the planning of the works and strategies of bidding of the contractor.

Note 2

The services of the contractor's project officer are required from the date of the contract to the date of completion. However, it is the responsibility of the contractor to define the working hours of his project officer according to the required services et his planning.

Note 3

The period of works is for information only and must be defined and planned by the contractor in order to realize all the works according to the dates of the substantial completion and completion. The contractor can, according to his planning, start the work earlier than December 2015.

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 PWGSC Representative; (project manager)
- b) PWGSC Coordinator;
- c) The Consultants.
- d) PWGSC technical specialists; and including the PWGSC Commissioning representatives

PD 3.1 PWGSC DEPARTMENTAL REPRESENTATIVE

The PWGSC project manager of this project is the Departmental Representative.

PD 3.2 PWGSC Coordinator

The coordinator will work closely with the Project Manager, the consultants and the contractor for the implementation of technical documents, to facilitate access to sites and buildings necessary for technical surveys and carrying the work and minimize the impact of the work on the occupants. .

PD 3.3 CONSULTANT

Two firms of consultants and their sub consultants will be appointed by PWGSC for the preparation of technical documents.

A first firm will produce technical documents for work to be carried in Ste Flavie IML, and Quebec Base. A second firm will produce technical documents for work to be carried in Trois-Rivières and Sorel Base.

- a) Analysis of Project requirements;
- b) Define the scope of work;
- c) Preparing design options and tender documents in consultation with the contractor and PWGSC;
- d) 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;
- e) Co-operating with the contractor and PWGSC;
- f) Providing general inspection services for quality control and responding to Site conditions/issues;
- g) 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
- h) 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 will contract 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. The contractor representative will be a project officer that will serve as the contact person to PWGSC's project manager.

The Project Officer, the Cost Estimation & Control Specialist and the Superintendent must each have a minimum of ten (10) years of experience in performing duties related to each of these positions.

If the bidder intends to use the services of several superintendents, they must have at least the same qualifications (experience / skills) as the one presented in the RFP, paragraph SRE 2.2.. The CV will be required before the beginning of the work in order to validate if the requirements are met.

The experience of the Foremen has not been evaluated. However, if the bidder plans to use the services of one or more foremen, they must possess a minimum of 5 years experience in supervision and site coordination. The CV will be required before the beginning of the work in order to validate whether the candidates meet this requirements.

PD 4 PROJECT GOALS

The Project goals are:

1. To complete all the works for all the different sites according to the global budget (ceiling) and the budget for each site, the schedule as well as the PWGSC quality standards.

SECTION 2 DESCRIPTION OF REQUIRED SERVICES AND WORK

RS 1 GENERAL ADMINISTRATION SERVICES

All required services will be included in and covered by the fixed monthly fee identified in PP03 1a) of the Price Proposal Form.

RS 1.1 NOT APPLICABLE

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:	Microsoft Project
For Drawings:	AutoCad (*.dwg)
For Specifications:	MS Word

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.

Here is an example:

a) R.075885.001_AIP2_DFO_RP_IML_BUDGET

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. The contractor cannot 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

The contractor will have to be present for each meeting indicated below.

START UP MEETINGS

A start up meeting will be held on each site. The project manager shall chair these meetings et provide the meeting minutes.

DESIGN MEETINGS

The Consultant shall chair these meetings and provide the meeting minutes. The Contractor's Senior Project Manager shall attend these meetings.

Plan four (4) meetings for IML, Base of Quebec and Sorel sites.

Plan two (2) meetings for Trois-Rivières site. These meetings will be held in Quebec.

CONSTRUCTION MEETINGS

Meetings must be held bi-weekly during the works with the contractors, PWGSC and the Consultant. Meetings are to discuss and coordinate the work and it's progress. Prepare and distribute meeting minutes within three (3) working days, with copies to the project team.

COMMISSIONING MEETINGS

Once commissioning commences, the contractor will have to plan separate 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 three (3) working days, 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 documents and reports. Provide recommendations on construction feasibility, availability of materials and labour and time requirements for installation and construction;
- 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

RS3.1 REVIEW OF DESIGN AND CONSTRUCTION DOCUMENTS

Review all design and construction document submissions as they are being prepared for constructability, co-ordination 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.

Define and coordinate with the consultants, the documents of construction required according to your planning of the works and your strategies of calls for tender.

RS 4 TIME SERVICES

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

The contractor 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 including the works for all the sites 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 on a monthly basis 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 for the global budget (maximum budget) and the budget for each site.

Further to the precise definitions of needs for each site by the consultants, the contractor will provide estimates class C and B in order to allow the client to prioritize certain works in case of costs higher than estimated initially.

Provide estimates and insure a tight follow-up of the costs for the following stages:

- a) Documents (50%, 99% (class A), 100%) (class A);
- b) Prior to and after award of each tender package;
- c) Monthly during the delivery of the Project;
- d) When there is any Project scope change affecting the construction estimates by more than 5%.

The Contractor is expected to review all information provided and to visit the Work and its 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 to 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 work on each site before presentation of the documentation of the tender.

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 / per site 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. 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) Further, comply with and enforce the requirements of 1) the National Building Code of Canada (NBC Most Current Edition), 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).
- b) Schedule and administer Health and Safety meeting with Departmental Representative prior to commencement of Work.
- c) Comply with the Occupational Health & Safety Act and with health and safety elements of CAN/CSA, Z462-12 (Workplace Electrical Safety Standard);
- 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.

Submit to Departmental Representative, submittals listed for review. Submit promptly and in orderly

sequence to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason

for extension of Contract Time and no claim for extension by reason of such default will be allowed.

Do not proceed with Work affected by submittal until review is complete. Immediately after award of Contract, submit Workers' Compensation Board status.

- 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, 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, and depending on the scope of work at each site, provide:

- At least one (1) Superintendent for the following sites: Maurice Lamontagne Institute (MLI), Quebec City and Sorel Base
- At least one (1) or Superintendent and one (1) foreman for the following site: Trois-Rivières.

RS 11 NOT APPLICABLE

RS 12 NOT APPLICABLE

RS 13 QUALITY CONTROL

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.

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 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.

RS 14 COMMISSIONING

The PWGSC departmental representative, the contractor, the subcontractors, the consultants, the PWGSC commissioning representative will form the commissioning team. The commissioning team must work together in a collaborative and open manner to successfully complete the commissioning process.

Commissioning is required for some elements indicated in table DDP2.2 – SCOPE OF WORK.

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 is 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 call-backs 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) Ensuring that testing and commissioning of equipment is witnessed and inspected by the Consultant and the required authority;
 - j) Coordinating the inspections required for occupancy;
 - k) Scheduling and following-up on the three and eleven month inspections after the issuance of the Substantial Performance;
 - l) Undertaking all actions required to close-out subcontracts including final warranty reviews, contract close-outs;
 - m) Coordinating the training of PWGSC operational staff and the equipment handovers;
 - n) Monitoring and reporting to PWGSC on the progress of the commissioning process against the plan;
 - o) 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;
 - p) 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;
 - q) Organize commissioning meetings, preparing agenda, chairing meetings, preparing minutes and distributing them;
 - r) 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;

- s) 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;
- t) 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;
- u) 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;
- v) 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 agent for review and comment. Update the forms as required. During testing the Contractor will record all results and report any variances to the PWGSC Commissioning agent and Consultant.

RS 15 TENDERING THE WORK

It is understood that the contractor will deliver the construction services called for in this Terms of Reference through subcontractors.

As an independent entity, the contractor 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.

Include in any contract entered into with any subcontractor such provisions of the Contract as they apply to a subcontractor's responsibilities; (Except bonding. The Crown does not require or request bonding or sub-bonding for any of the sub contractors hired by the contractor. If the Project Officer chooses to have their sub contractors sub-bonded they will do so at their own cost)

The Contractor will:

- 1) In subcontracting for the construction the Contractor shall:
 - a) In consultation with the Consultant, prepare tender and contract documents that clearly set out the requirements for material 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) The Contractor 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 all applicable taxes, may be single-sourced to qualified suppliers only upon the written approval of the Departmental Representative (DR).
 - b) For subcontracts estimated at less than \$100,000, including all applicable taxes, and upon the written approval of the DR, the Contractor may invite a minimum of three (3) qualified suppliers to submit bids.
 - c) For subcontracts estimated at less than \$100,000, including all applicable taxes, the Contractor, upon the written agreement of the DR, may set aside the requirement to solicit a minimum of three (3) bids if it has demonstrated to the satisfaction of the DR, that less than three (3) firms are capable of performing the Work.
- 3) For subcontracts estimated at \$100,000 or more, including all applicable taxes, advertise publicly through MERXTM 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 Project Officer 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.
- 4) 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 contractor, 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 Contractor shall, upon request, promptly inform suppliers participating in the bid of decisions on contract awards.
- 5) The contractor 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.
- 6) The Contractor 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 Contractor, however, at a minimum; the recommendation must include copies of the following documents:
- a) 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
- 7) When the DR approves the expenditure and the procurement process, the Contractor shall prepare the subcontracts for execution. No award of subcontracts to a Subcontractor can proceed without an approved trade contract award recommendation.
- 8) The Contractor not at arm's length to the Contractor, shall be ineligible to submit bids for any construction tenders issued for work tendered as part of the Construction Management contract. For further clarity, the Contractor 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 Contractor ability to use its own forces when permitted by the DR.

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 bidder's tender price.

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. Co-ordinate the Work with suppliers, PWGSC and the Consultant. Drive the Work to completion.

- a) **Maintain competent personnel on site as follows:**
One (1) superintendent, and/or one (1) foreman as required by the scope of the work for each of the different sites (See RS10.1) 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 co-ordination 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.

RS 17 CHANGES (NOTICES AND ORDERS)

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.
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.
3. Labour rates, for all trades, shall only be paid in accordance with trade union agreements and with the approval of the Departmental Representative.
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.
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.

6. After accepting the quotation, the Contractor shall prepare a notice of change and sent it to the subcontractor and provide a copy to the Consultant and the Departmental Representative.
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 (NBC most current) 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 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, levies and obtain all permits as required by authorities having jurisdiction. Provide authorities with plans, applications and information as required to obtain permits and acceptance certificates. Provide inspection and completion certificates as evidence that the work conforms to the requirements of Authority having jurisdiction. Only the actual cost of fees or levies will be reimbursed in accordance with "Basis of Payment Item 4 Allowable Disbursements". All works related in obtaining permit or certificates is to be included in the monthly fixed fee as identified in PP03 a) in the Price Proposal Form.

RS 18.7 FIRE SAFETY REQUIREMENTS

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

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 NFC.
- .3 Return welding permit to Site Superintendent immediately upon completion of procedures for which permit was issued.

A fire watcher as described in NFC 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 NFC; 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 NFC, 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).

For work in occupied buildings give the Departmental Representative 48 hours to 1 weeks notice for work involving designated substances (O. Reg. 490/09 Designated Substances), hazardous substances, and before painting, caulking, installing carpet or using adhesives.

RS 18.10 TEMPORARY UTILITIES

Existing services required for the work (electrical power and water) 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.

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.

The contractor shall agree to install proper site separation and identification in order to maintain "Time and Space" at all times throughout the life of the project." and when PWGSC Building Operations staff requires access to equipment in order to operate the building, proper co-ordination and communication must exist between all parties involved."

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.

Maurice-Lamontagne Institute (MLI), Base of Quebec, Trois-Rivières and Sorel:

Provide sanitary facilities as required by Provincial regulation for the expected workforce.

Maurice-Lamontagne Institute (MLI), Base of Quebec and Sorel:

Maintain an office at the site until work completion. Provide and setup Site offices for Contractor's dedicated site staff, meeting area and separate lunchroom facilities for 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
 - v. Adequate required first aid facilities.

Site meetings with PWGSC, the consultants and the contractor will be held in an office of the site where the work is performed.

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.

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 Quebec, 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, 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 labelled "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 labelled 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 an 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 "C" - 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) Co-ordination 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 co-ordination 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 Federal buildings. 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 / LABOURATORY SERVICES

Departmental Representative will appoint a laboratory for the inspection and testing services.

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
EF474-160815/A
Client Ref No. – N° de réf. du client
EE474-16-0815

Amd. No. – N° de la modif.
File No. – N° du dossier
QCM-5-38106

Buyer ID – id de l'acheteur
QCM009

ANNEX "B" – BASIS OF PAYMENT

OFFER

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** applicable taxes. (to be expressed in numbers only)

The **TOTAL PROPOSAL AMOUNT** represents the sum of items 1.a), 1.b), 2. et 3. below (excluding applicable taxes) :

1. Fees

- a) Fixed Fee for project administration and execution of the required services

Fixed Fee (Firm Price) \$ _____ (excluding applicable taxes)

- b) A Percentage Construction Fee

_____ % x \$5,000,000 = \$ _____ (excluding applicable taxes)

2. Estimated Construction Costs : \$5,000,000 (excluding applicable taxes)

3. Additional Personnel

Firm Per Diem Rates* (inclusive of payroll costs, overhead and profit) for Additional Personnel for straight time and overtime.

Category of Personnel (Straight Time)	Estimated Number of Days (X)	Firm Per Diem Rate for regular time (Y)	Extended Price (X × Y)
Project Officer	30	_____ \$	_____ \$
Cost Specialist	10	_____ \$	_____ \$
Superintendent	30	_____ \$	_____ \$
Foreman	30	_____ \$	_____ \$
Total Extended Prices (straight time) excluding applicable taxes:			_____ \$

Category of Personnel (Overtime)	Estimated Number of Days (X)	Firm Per Diem Rate for Overtime (Y)	Extended Price (X × Y)
Project Officer	10	\$ _____	\$ _____
Cost Specialist	5	\$ _____	\$ _____
Superintendent	10	\$ _____	\$ _____
Foreman	10	\$ _____	\$ _____
Total Extended Prices (overtime) excluding applicable taxes:			\$ _____
Total Extended Prices (straight time) excluding applicable taxes:			\$ _____
Total Extended Prices (overtime) excluding applicable taxes:			\$ _____
Total Extended Prices (Additional Personnel) excluding applicable taxes:			\$ _____

NOTES:

a) The quantities and categories of personnel identified in 3) 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.

b) Any errors in the addition or multiplication of the amounts in subparagraphs 1. a), b), c), d) and e) of PP03 shall be corrected by Canada to obtain the Total Proposal Amount.

c) 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.

Description of the items contained in the Basis of Payment:

1. Fees

1.a) Fixed Fee for project administration and execution of the required services

The fixed fee for the project administration and execution of the required services will be paid in proportion to the progress of services provided. They will constitute reimbursement for services provided by the contractor's key personnel as specified in detail in the Terms of Reference (Annex A). **All required services specified in the Terms of Reference are to be included in and covered by the fixed monthly fee portion of the contract.**

The fixed fee will include the following:

- 1) all overhead, administration, mark-up and profit for key-personnel operations, including, but not limited to standard office expenses such as any photocopying, and supplies, taxi charges, computer and software costs, Internet, all telephone and fax, cellular telephones,

depreciation, rent and maintenance of office facilities, furniture, office equipment parking.
Note: Site office costs are included in the construction costs (item 2.).

- 2) the actual cost of all personnel employed or contracted by the Project Officer 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;
- 3) the salaries, benefits or other compensation for the Project officers, directors, principals and support staff of the key personnel;
- 4) Travel and accommodation costs related to the Work for the duration of the Contract, of the key personnel;
- 5) All other costs which may be considered disbursements unless specifically listed;
- 6) Any part of the key personnel capital expenses, including the capital employed for the Work, unless otherwise expressly provided herein;
- 7) the costs associated to the site personnel and vehicles;
- 8) The cost of the Contractor's insurance and bonding;
- 9) Fees, levies, permits, costs and charges levied by authorities having jurisdiction at the Site (see RS18.6 of the Terms of Reference).

1.b) Percent Construction Fee

The percent construction fee includes :

- a. The Contractor's percentage mark-up for overhead, profit and general administration costs;
- b. All costs that have not been identified for reimbursement under Item 1 a) *Fixed Fee*, item 2 *Construction Costs* and Item 3 *Additional Personnel* 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.

2. Estimated Construction Costs

The estimated Construction Cost will be reimbursed in accordance with GC5 - Terms of Payment and will include:

1. The actual, reasonable and direct costs of subcontracts;
2. The actual, reasonable and direct costs incurred by the Contractor, as previously agreed to by Canada in performing the Work, as follows:

-
- 1) Materials, products, supplies, equipment temporary services and facilities which are consumed in the performance of the Work, including the costs for preparation, transport, delivery, handling, erection, installation, inspection, protection et removal when required;
 - 2) tools, machinery and equipment, including the costs for preparation, delivery, handling, erection, installation, inspection, protection, repairs, maintenance, operation, replacement, disassembly, removal and transport;
 - 3) engineering drawings, as-builts drawings, operation and maintenance manuals and all other documents required to be provided prior to certification of Substantial Performance, as well as commissioning activities;
 - 4) Independent inspection and testing services other than those described in the construction documents;
 - 5) site office and all the necessary equipment for its operation (furniture, office supplies, computer equipment, Internet, telephone calls and faxes, cell phones, maintenance of site office, etc.);
 - 6) temporary enclosures;
 - 7) Site washrooms;
 - 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;
 - 16) Temporary heating and snow removal;
 - 17) Wages, salaries, bonuses of employees of the Contractor provided they are actually and properly engaged on the Work under the Contract (see reminder below).

Reminder :

The Contractor shall not use its own personnel or that of an entity that is legally linked him to perform specialized work, unless it has received special approval from Canada

3. Additional Personnel

The Contractor shall include in the firm price sufficient personnel to complete the Work within the time frame stipulated in PD2.4 - Schedule.

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) of Annex B 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 Price Proposal Form.

Solicitation No – N° de l'invitation
EF474-160815/A
Client Ref No. – N° de réf. du client
EE474-16-0815

Amd. No. – N° de la modif.
File No. – N° du dossier
QCM-5-38106

Buyer ID – id de l'acheteur
QCM009

ANNEX "C" – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

TO BE PROVIDED AT CONTRACT AWARD

Contracting Authority is :

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

email : _____

Technical Authority is:

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

email : _____

Solicitation No – N° de l'invitation
EF474-160815/A
Client Ref No. – N° de réf. du client
EE474-16-0815

Amd. No. – N° de la modif.
File No. – N° du dossier
QCM-5-38106

Buyer ID – id de l'acheteur
QCM009

ANNEX "D" – CONTRACTOR'S KEY PERSONNEL

TO BE PROVIDED AT CONTRACT AWARD

Project Officer is :

Name : _____

Title : _____

Telephone : ____ - ____ - _____

email : _____

Cost Estimation & Control Specialist is :

Name : _____

Title : _____

Telephone : ____ - ____ - _____

email : _____

Superintendent is :

Name : _____

Title : _____

Telephone : ____ - ____ - _____

email : _____

ANNEX "E" – VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT

(This report is not required at bid deposit)

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

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

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

Number of apprentices hired	Trade

(Add rows as needed)

Solicitation No – N° de l'invitation
EF474-160815/A
Client Ref No. – N° de réf. du client
EE474-16-0815

Amd. No. – N° de la modif.
File No. – N° du dossier
QCM-5-38106

Buyer ID – id de l'acheteur
QCM009

ANNEX "F" – CERTIFICATE OF INSURANCE (Not required at solicitation closing)



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

CERTIFICATE OF INSURANCE

Page 1 of 2

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent Code	Address (No., Street)	City	Province	Postal
--	-----------------------	------	----------	--------

Name of Insured (Contractor) Postal Code	Address (No., Street)	City	Province
---	-----------------------	------	----------

Additional Insured Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General Liability				Per Occurrence \$	Annual General Aggregate \$	Completed Operations Aggregate \$
Umbrella/Excess Liability				\$	\$	\$
Builder's Risk / Installation Floater				\$		

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

CERTIFICATE OF INSURANCE

Page 2 of 2

General

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

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

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

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

Commercial General Liability

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

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

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

The policy must have the following minimum limits:

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

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

Builder's Risk / Installation Floater

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

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

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

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

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds"

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).

Solicitation No – N° de l'invitation
EF474-160815/A
Client Ref No. – N° de réf. du client
EE474-16-0815

Amd. No. – N° de la modif.
File No. – N° du dossier
QCM-5-38106

Buyer ID – id de l'acheteur
QCM009

ANNEX "G" - SECURITY REQUIREMENT CHECK LIST (SRCL)

(SEE THE FOLLOWING PAGES)



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

EE474-160815

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 Biens Immobiliers	
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 PAI2-Gérance de construction				
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"/>



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

EE474-160815

Security Classification / Classification de sécurité
UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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



RELIABILITY STATUS
COTE DE FIABILITÉ



CONFIDENTIAL
CONFIDENTIEL



SECRET
SECRET



TOP SECRET
TRÈS SECRET



TOP SECRET-- SIGINT
TRÈS SECRET -- SIGINT



NATO CONFIDENTIAL
NATO CONFIDENTIEL



NATO SECRET
NATO SECRET



COSMIC TOP SECRET
COSMIC TRÈS SECRET



SITE ACCESS
ACCÈS AUX EMPLACEMENTS

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?

Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No ☐ Yes
Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?

Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?

Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?

Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☒ No ☐ Yes
Non Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?

Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?

Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

☒ No ☐ Yes
Non Oui



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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

2. 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.

2. 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).