



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave. Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

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 CM Services, PCSP Resolute	
Solicitation No. - N° de l'invitation E0209-161645/A	Date 2015-12-24
Client Reference No. - N° de référence du client NRCAN E0209-161645	
GETS Reference No. - N° de référence de SEAG PW-\$PWU-023-10665	
File No. - N° de dossier PWU-5-38256 (023)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-02-02	Time Zone Fuseau horaire Mountain Standard Time MST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Taylor (RPC), Ian	Buyer Id - Id de l'acheteur pwu023
Telephone No. - N° de téléphone (780) 566-9487 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA STE 1650 635-8TH AVE S.W. CALGARY Alberta T2P3M3 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

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

IMPORTANT NOTICE 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.

INTEGRITY PROVISIONS - BID

Important changes have been made to the Integrity Provisions - Bid as of July 3rd 2015. See GI01, Integrity Provision-Bid of the General Instructions for more information.

REQUEST FOR PROPOSAL (RFP)
CONSTRUCTION MANAGEMENT SERVICES
NRCAN PCSP Resolute Program of Work
PROJECT: R.076692.001

TABLE OF CONTENTS

Special Instructions to Bidders (SI)

Supplementary Conditions (SC)

General Instructions to Bidders (GI)

Submission Requirements and Evaluation (SRE)

Annex A - Construction Management Services Terms of Reference

Annex B - PWGSC Procedures and Standards Document

Annex C - Voluntary Reports for Apprentices Employed during the Contract

Annex D - Certificate of Insurance

Appendix 1 - Price Proposal Form

Appendix 2 - Division 01 General Requirements

Appendix 3 - Integrity Provisions – list of names

Appendix 4 - Departmental Representative's Authority

Appendix 5 - Voluntary Certification to Support the use of Apprentices

Appendix 6 - Health and Safety Requirements

Appendix A – IOC Certifications

Appendix B – Inuit Employment Incentive and Penalty Evaluation

SPECIAL INSTRUCTIONS TO BIDDERS

SI01	Integrity Provisions – Declaration of Convicted Offences
SI02	Bid Documents
SI03	Standard Instructions, Clauses and Conditions
SI04	Definition of Bidder
SI05	Enquiries During the Solicitation Period
SI06	Revision of Bid
SI07	Bidders' Conference – <i>Not Applicable</i>
SI08	Late Submissions
SI09	Proposal Validity Period
SI10	Conduct of Evaluation
SI11	Public Works and Government Services Canada Apprentice Procurement Initiative
SI12	Debriefing
SI13	Communications Notification
SI14	Web Sites

SI01 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

As applicable, pursuant to GI01 of the Declaration of Convicted Offences, paragraph 10 (copied below) of the General Instructions, the Bidder must provide with its bid, a completed Declaration Form, to be given further consideration in the procurement process.

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.

SI02 BID DOCUMENTS

The following are the proposal documents:

- (a) Request for Proposals - Page 1;
- (b) Special Instructions to Bidders;
- (c) Supplementary Conditions;
- (d) General Instructions to Bidders;
- (e) Submission Requirements and Evaluation, and
- (f) Annex A - Terms of Reference
- (g) Annex B - PWGSC Procedures and Standards Document
- (h) Appendix 1 - Price Proposal Form
- (i) Appendix 2 - Division 01 General Requirements
- (j) Appendix 6 - Health and Safety Requirements
- (k) Any amendments issued prior to solicitation closing

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

SI03 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

All instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: Standard Acquisition Clauses and Conditions. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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

SI04 DEFINITION OF BIDDER

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

"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. In order to avoid any conflict of interest, or any perception of conflict of interest, no person or entity acting as an individual Construction Manager or as part of a joint venture Construction Manager, and anyone not at arms length to the Construction Manager, shall be ineligible to submit bids for any construction tenders issued for work tendered as part of this Construction Management Contract. For further clarity, an entity acting as an individual Construction Manager or as part of a joint venture Construction Manager 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 Construction Manager's ability to use its own forces when permitted by the Departmental Representative.

SI05 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1) Enquiries regarding this Request for Proposals must be submitted in writing to the Contracting Officer named on the Request for Proposals - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in G116 of the General Instructions to Bidders, 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 Request for Proposals sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Request for Proposals - Page 1. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.

SI06 REVISION OF BID

- 1) A bid may be revised by letter or facsimile in accordance with G111 of the General Instructions to Bidders. The facsimile number for receipt of revisions is (780) 497-3510.

SI07 BIDDERS' CONFERENCE - *Not Applicable*

SI08 LATE SUBMISSIONS

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

SI09 PROPOSAL VALIDITY PERIOD

- 1) Canada reserves the right to seek an extension to the proposal validity period prescribed in BA05 of the Price Proposal Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in paragraph 1) of SI08 is accepted, in writing, by all those who submitted proposals, then Canada shall continue immediately with the evaluation of the proposals and its approvals processes.
- 3) If the extension referred to in paragraph 1) of SI08 is not accepted in writing by all those who submitted proposals then Canada shall, at its sole discretion, either
 - (a) continue to evaluate the proposals of those who have accepted the proposed extension and seek the necessary approvals; or
 - (b) cancel the request for proposals.
- 4) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI12 of the General Instructions to Bidders

SI10 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 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 sources 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 fulfil the requirement of the bid solicitation.

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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.

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 5) 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 5.

If you accept fill out and sign Appendix 5

* *The journey-person-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 DEBRIEFING

Should a Proponent desire a debriefing, the Proponent 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.

SI13 COMMUNICATIONS NOTIFICATION

The Government of Canada requires the successful bidder to notify the Contracting Officer named on the Request for Proposal - Page 1 in advance of their intention to make public an announcement related to the award of a contract.

SI14 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](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl)

Contracts Canada (Buy and Sell) <https://www.achatsetventes-buyandsell.gc.ca/eng/welcome>
Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

Labour and Material Payment Bond (form PWGWSC-TPSGC 506) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Certificate of Insurance (form PWGSC-TPSGC 357) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

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

Schedules of Wage Rates for Federal Construction Contracts http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml

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/index-eng.html>

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

SUPPLEMENTARY CONDITIONS

- SC01 Changes to Contract Documents
- SC02 Soliciting Bids
- SC03 Determination of Construction Cost
- SC04 Insurance Terms
- SC05 Security Related Requirements, Document Safeguarding
- SC06 NLCA Commitments

SC01 CHANGES TO CONTRACT DOCUMENTS

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

GC6.4 Determination of Price

- 1) Any adjustment to the price of the Work that is resulting from a change in the Work pursuant to GC6.1 will represent all reasonable and proper costs including delay incurred by or savings accruing to the Contractor in respect of the labour, Plant and Material that are payable as Construction Costs.
- 2) If the final price of the Work, excluding the Contractor's fees, is not within 75 and 125 percent of the Estimated Construction Cost, either party to the Contract may request to negotiate a change in the Contractor's Percentage Fee for the Work outside of these thresholds if:
 - A) there is a demonstrable difference between the cost to the Contractor of performing the Work for the Estimated Construction Cost and the cost to the Contractor of performing the Work for the actual Construction Cost; and,
 - B) if the difference in cost is due solely to the difference in actual and estimated Construction Costs.

The onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation. In no event shall the total amount paid as the Contractor's Percentage Fee, amended as a result of a reduction in the price of the Work, exceed the amount that would have been payable to the Contractor had the price of the Work actually accounted for 75 percent of the Estimated Construction Cost.

- 3) The amount of the Contract shall be the final sum of the Fixed Fee, the actual Construction Cost, the Percentage Fee and any adjustments that are made in accordance with the Contract.

SC02 SOLICITING BIDS

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

SC03 DETERMINATION OF CONSTRUCTION COST

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

SC04 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.

SC05 SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

There is no document security requirement applicable to this Contract.

SC06 NLCA Commitments

1. The contractor acknowledges that:

1.1 the Request for Proposal (RFP) and this Contract fall within the ambit of the Agreement Between the Inuit of the Nunavut Settlement Area and Canada (the "Agreement"); and

1.2 pursuant to Article 24.6.1 of the "Agreement", the bid criteria included in the RFP and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:

1.2.1 The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;

1.2.2 The employment of Inuit labor, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contract.

1.2.3 The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

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2. The contractor acknowledges and confirms that it made the following commitments (collectively the "Nunavut Representations") as contemplated in paragraph 1 above in its bid for this contract (To be completed at time of contract award):

COMMITMENTS

- 3.1 -
- 3.2 -
- 3.3 -
- 3.4 -

3. The contractor acknowledges that the "Nunavut Representations":
- a. are covenants under this contract; and
 - b. are to be confirmed by documentation upon request of the Project Manager or Contracting Authority.

GENERAL INSTRUCTIONS TO BIDDERS

- 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 Composition of Construction Management Team
- GI07 Limitation of Submission
- GI08 Listing of Subcontractors and Suppliers
- GI09 Bid Security Requirements
- GI10 Submission of Bid
- GI11 Revision of Bid
- GI12 Rejection of Bid
- GI13 Bid Costs
- GI14 Procurement Business Number
- GI15 Compliance with Applicable Laws
- GI16 Approval of Alternative Materials
- GI17 Performance Evaluation
- GI18 Conflict of Interest - Unfair Advantage
- GI19 Financial Capability

GI01 INTEGRITY PROVISIONS - BID

1. Interpretation

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

"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.

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- 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

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- 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:

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- 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 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 GI09; 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 GI12, any alteration to the pre-printed or pre-typed sections of the Bid and Acceptance Form, or any condition or qualification placed upon the bid shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Bid and Acceptance Form by the Bidder shall be initialed by the person or persons signing the bid. Initials shall be original(s). 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.

GI03 IDENTITY OR LEGAL CAPACITY OF THE BIDDER

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

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

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

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 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES

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

GI06 COMPOSITION OF CONSTRUCTION MANAGEMENT TEAM

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

GI07 LIMITATION OF SUBMISSIONS

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

be proposed as a member of another Bidder's Team, either as a sub-contractor or as part of another joint venture Bidder. Failure to comply with this limitation will result in all submissions so involved being rejected.

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

GI08 LISTING OF SUBCONTRACTORS AND SUPPLIERS

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

GI09 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;

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- 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 G108 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 G108 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

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- 4) Failure to comply with any of the above provisions shall 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).

GI12 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 GI12, 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)(d)(iv) of GI12, 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 GI12, Canada may reject any bid based on an unfavourable assessment of the

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- (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 GI12, other than subparagraph 2)(f) of GI12, 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.

GI13 BID COSTS

- 1) 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.

GI14 PROCUREMENT BUSINESS NUMBER

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

GI15 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 GI15, 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 GI15 shall result in disqualification of the bid

GI16 APPROVAL OF ALTERNATIVE MATERIALS

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

GI17 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.

GI18 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.

GI19 FINANCIAL CAPABILITY

- 1) **Financial Capability Requirement:** The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements

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- (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- c. If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
 - d. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
 - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
 - f. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
 - g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- 2) If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
 - 3) If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
 - 4) **Financial Information Already Provided to PWGSC:** The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - a. the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b. the Bidder authorizes the use of the information for this requirement. It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

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- 5) **Other Information:** Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
 - 6) **Confidentiality:** If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c.c. A-1, Section 20(1) (b) and (c).
 - 7) **Security:** In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

SUBMISSION REQUIREMENTS AND EVALUATION

- SRE 1 General Information
- SRE 2 Technical Proposal Submission Requirements and Evaluation
- SRE 3 Nunavut Land Claims Agreement
- SRE 4 Total Score
- SRE 5 Price Evaluation
- SRE 6 Basis of Selection

SUBMISSION REQUIREMENTS AND EVALUATION

SRE 1 GENERAL INFORMATION

1.1 Submission of Proposals

- 1.1.1 Proposals are to be submitted following a "two-envelope" procedure in which Bidders submit technical aspects of their proposal in one envelope and the proposed price and bid security in a second envelope.
- 1.1.2 Submit **one (1) original and one (1) electronic copy (CD or USB stick)** of the technical proposal in envelope one.

Submit a signed proposal, duly completed, in the format requested, on or before the closing date and time, and direct proposals ONLY to the designated office identified on the front page of the Request for Proposal.

- 1.1.3 Submit one (1) signed original of the price proposal and bid security in a sealed envelope (envelope two).

Submit a signed Price Proposal Form duly completed, in the format requested, on or before the closing date and time accompanied by bid security per the General Instructions to Bidders.

1.2 Format of Proposals

- 1.2.1 The following proposal format information should be implemented when preparing the proposal:
 - a) Paper size should be - 216mm x 279mm (8.5" x 11")
 - b) Minimum font size - 11 point Times or equal
 - c) Minimum margins - 12 mm left, right, top, and bottom
 - d) Double-sided submissions are preferred
 - e) 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.
 - f) The order of the proposals should follow the order established in the Request for Proposal SRE section
 - g) The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 2 is thirty (30) pages. The following are not part of the page limitation:
 - i) Covering letter, index or section dividers not containing technical information
 - ii) Front page of the RFP and front page of solicitation amendments
 - iii) Table of Contents
 - iv) Section Dividers not containing technical information
 - v) Price Proposal Form (Appendix "A")

Consequence of non-compliance: any pages which extend beyond the first 30 pages and any other attachments will be extracted from the proposal and will not be forwarded to the PWGSC Evaluation Board members for evaluation.

1.3 Evaluation of Proposals

1.3.1. To be declared responsive, a bid must:

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

1.3.2. Bids 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: 30; mandatory minimum score: 18 points)

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

Information to be supplied:

Describe a maximum of three (3) projects in which the firm acted as the construction manager, preferably where a Certificate of Completion was issued, within the last fifteen (15) years. Clearly indicate how the projects are comparable to the subject Project of this RFP. The Evaluation Team is looking for construction management experience in:

- laboratory or research facility construction
- Arctic construction
- Working in isolated communities, where a sea lift was required for the shipment of materials and equipment
- Working in Inuit and/or First Nation communities
- Sustainable projects such as LEED, LABS 21, or other similar sustainability methodology
- Working with the Federal Government including projects involving a knowledgeable client organization from the project management organization

Include in your description, at a minimum, the following information:

- A brief project description and intent including total construction value and contracts managed as well as start and move-in date. Clearly indicate if any of the above six (6) experience items listed above are applicable to the project being presented and how it related to the subject Project of this RFP;
- How advice was provided during the design stage of the project and later when the project is being implemented, tender methodology, challenges and issues;
- How budget was controlled and managed (i.e. contract price & final construction cost with explanation to address variances);
- How schedule was controlled and managed (i.e. initial schedule and revised schedule with explanation to address variances);
- How scope, quality and risks were managed to achieve client's expectations;
- Names of key personnel responsible for delivery; and
- Client references including name, address, phone and email address of client contact at the working level - (PWGSC reserves the right to verify and consider the satisfaction of the referenced clients).
- The Bidder must ensure that all references provided are currently available and can be contacted by the PWGSC Evaluation Team within five (5) working days of bid closing.

2.2 TECHNICAL CRITERION 2 - Experience of Key Personnel of the Bidder: (Maximum Points: 30; mandatory minimum score: 18 points)

Describe the academic qualifications, accomplishments / achievements, relevant experience / expertise, roles / responsibilities / degree of involvement / years with the firm of all key personnel and their back-ups. The key personnel include, at a minimum, the Senior Project Manager, Site Superintendent, Commissioning Specialist, Site Safety Officer, Cost Estimator and Scheduler/Risk Officer.

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

- Academic and/or relevant qualifications such as PMP, Gold Seal, etc.;
- Relevant experience in the proposed position and number of years experience in both the proposed position and the construction industry (if not done with Bidder firm, specify name of firm);
- Role, responsibility and degree of involvement of individual in past projects (especially those identified in Criterion 1);
- Client references and acknowledgments: Provide name, address, phone and fax of client contact at working level - (PWGSC reserves the right to verify and consider the satisfaction of the referenced clients); The Contractor must ensure that all references provided are currently available and can be contacted by the PWGSC Evaluation Team within five (5) working days of bid closing.
- Name and qualifications of the back-up person for each key personnel

Although the quality of the Project Team remains the key to the successful delivery of the project, the Bidder's organization is usually structured to provide management overview and to support those in the field with specialized support services.

- Confirm, given constrained timeline, that proposed team is available immediately for this Project;
- Identify what other corporate resources may be necessary/available and explain how they will assist the Project team in specific areas.

2.3 TECHNICAL CRITERION 3 - Understanding of the Project (Maximum Points: 5; mandatory minimum score: 3 points)

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

Information to be supplied:

- Description of the Project goals with highlights of those that are particularly significant to the Project;
- Description of the Contractor's Construction Management philosophy/methodology to meet the intent of the Project and PWGSC's expectations;
- Description of the approach to major issues to be dealt with during the Project such as:
 - Multiple stakeholders
 - Quality control
 - High visibility of the site

2.4 TECHNICAL CRITERION 4 - Management of Services: (Maximum Points: 5; mandatory minimum score: 3 points)

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

Information to be supplied:

- Organization chart with key personnel and other position titles and names of the Bidder's team;
- Description of reporting relationships within the firm and with PWGSC;
- Communication strategy; and
- 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: 30; mandatory minimum score: 18 points)**

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

Information to be supplied:

- Work plan - detailed breakdown of Work tasks and deliverables;
- Description of Time Services, explain how schedule control will be applied throughout the delivery of the Project;
- Description of Cost Services, explain how cost control will be applied throughout the delivery of the project;
- Description of Scope control methodology;
- Description of Risk management methodology;
- Description of Quality control methodology, explain how quality control will be applied throughout the delivery of the Project;
- Description of Tendering methodology;
- Sustainability plan;
- Description of Health and Safety methodology; and
- Description of Commissioning methodology

2.6 EVALUATION AND RATING

The technical components of the proposals which are responsive will be reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
Experience of Bidder	3.0	0 - 10	0 - 30
Experience of Key Personnel of the Bidder	3.0	0 - 10	0 - 30
Understanding of the Project	0.5	0 - 10	0 - 5
Management of Services	0.5	0 - 10	0 - 5
Management of Services and Work	3.0	0 - 10	0 - 30
Technical Rating	10.0		0 - 100

To be considered further, Bidders must achieve the mandatory minimum score for each Technical Criterion, and a minimum Technical Rating of sixty (60) points out of the hundred (100) points available as specified above.

No further consideration will be given to Bidders not achieving the mandatory minimum score for each Technical Criterion, and a minimum pass mark of sixty (60) points.

SRE 3 Nunavut Land Claims Agreement (1993)

<http://www.aadnc-aandc.gc.ca/eng/1100100030601/1100100030602>

The requirements of the **Nunavut Land Claims Agreement (NLCA)** will apply to the proposed procurement. Bidders are therefore requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Article 24 of The Agreement Between The Inuit of the Nunavut Settlement Area and Canada.

In compliance with the requirements of Article 24 - Government Contracts, of the Agreement Between The Inuit of the Nunavut Settlement Area and Canada, the following conditions shall apply in the award of any Contract resulting from this solicitation:

INUIT OPPORTUNITIES CONSIDERATION (IOC)

Bidders should provide the information requested in the chart below. This is an opportunity to earn additional points to be used in the evaluation of the proposals and assessment of best value. This is in accordance with Land Claim Agreements and INAC's mandate to support and provide opportunities to local Inuit communities under Federal government contracts within a land claims area.

3.0	INUIT OPPORTUNITIES CONSIDERATION (IOC) The area of the work to be completed under the contract is within the Nunavut Land Claim Agreement in the area of Resolute, NU.	Rating
3.1	Nunavut Offices: Having head offices, staffed administrative offices or other facilities within the area of the Nunavut Settlement Area	10
3.2	Training to be delivered in performing the management services portion of the work: Bidder has provided an undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Inuit people from the area of the contract (see 3.0 above) at no additional cost under this project. "Training and Apprenticeship": is considered delivered when the receiving individuals have acquired certifiable work skills. An example of how this can be achieved is through an independent third party certification process.	10
3.3	Labour Recruitment: Bidder included a firm guarantee (see Appendix A – IOC Certifications) to use Inuit labour from the area of the contract (see 3.0 above) in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are prime contractor staff and/or subcontractor staff. 0 - 25% - of total labour hours - 12.5 points 26 - 50% - of total labour hours - 25 points 51 - 75% - of total labour hours - 37.5 points 76 - 100% - of total labour hours - 50 points	0-50
3.4	Sub-contractors/Suppliers to be utilized in performing the management services portion of the work: Bidder included a firm guarantee (see Appendix A – IOC Certifications) to use Inuit Sub-Contractors for services or the procurement of supplies and equipment from the area of the contract (see 3.0 above) associated with the project. Ranges are based on expenditures for equipment associated, supplies and/or services as a percentage of the total estimated cost for the contract, excluding subcontractor package costs, not the number of businesses used. 0 - 25% - 7.5 points 26 - 50% - 15 points 51 - 75% - 22.5 points 76 - 100% - 30 points Note: If the Principal Contractor is an Inuit business from the area of the contract (see 3.0 above), the total dollar value of the Inuit contracting shall also include the contractor's share of the contract.	0-30

	TOTAL POINTS AVAILABLE =	0-100
	WEIGHT =	0.1
	TOTAL POINTS AWARDED = (The Total Points Available will be multiplied by the Weight)	
	Inuit Opportunities Consideration Bid (No Minimum Pass Mark)	0

Notes: Upon award, the Contractor will submit a written plan of consultations, measures and procedures taken to deliver on the Inuit Employment and Business commitments made in the bid. For follow-up purposes, the local Inuit Groups will receive copies of the contractors Inuit Opportunities Consideration plan and periodically receive performance monitoring results.

W0043T NLCA - Evaluation Criteria (2011-05-16)

The benefits that apply to this procurement are contained in Part 6 - Bid Criteria of Article 24 - Government Contracts of the Nunavut Land Claims Agreement (NLCA), section:

24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

- (a) the existence of head offices, administrative offices or Other facilities in the Nunavut Settlement Area;
- (b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
- (c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

SRE 4 TOTAL SCORE

The overall points of the proposals which are responsive will be totaled in accordance with the following method:

Criterion	Rating
Technical Rating	0 - 100
Inuit Opportunities Consideration Rating	0 - 10
Total Score	0 – 110*

**Technical Rating will be added to the IOC rating to determine the Total Score*

SRE 5 PRICE EVALUATION

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

SRE 6 BASIS OF SELECTION

The Bidder whose responsive proposal achieves the lowest overall Fee per Point is the first entity that the Evaluation Board will recommend be approached to finalize the details of a Contract for the provision of the required Services and Work. In the case of a tie, the Bidder submitting the higher Technical Score will be selected.

ANNEX A
TERMS OF REFERENCE

ANNEX B
GENERAL PROCEDURES AND STANDARDS DOCUMENT

ANNEX C
VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT

ANNEX D
CERTIFICATE OF INSURANCE

APPENDIX 1

PRICE PROPOSAL FORM (4 pages)

BA01 IDENTIFICATION

- 1) Description of the Work: Construction Management Services
NRCAN PCSP Resolute Program of Work
Resolute, Nunavut
- 2) Solicitation Number: E0209-161645/A
- 3) Project Number: R.076692.001

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

- 1) Name: _____
- 2) Address: _____

- 3) Telephone: _____ Fax: _____
- 4) PBN: _____ E-mail: _____

BA03 THE OFFER

- 1) The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Proposal Documents for the Total Proposal Amount of

\$ _____ excluding GST/HST
(to be expressed in numbers only)

The above amount represents the sum of (a) the Fixed Fee; (b) Estimated construction cost of \$2,200,000.00; (c) \$2,200,000.00 multiplied by the Contractor's Percentage Fee (a+b+(b*c)).

- (a) A Fixed Fee of \$ _____ for the portion of the Work that is defined in Sections 2.1 to 2.8 of the Terms of Reference document and for any additional Work that is required to execute the contract other than what is provided for in 1) (b) and 1)(c) of BA03;
- (b) the Estimated Construction Cost of \$2,200,000.00 for all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, Plant and Material, other than those provided for in 1)(a) and 1(c) of BA03, that fall within one of the classes of expenditure described in BA04, that are directly attributable to the performance of the Contract;

-
- (c) the Contractor's Percentage Fee of ____%, that will be applied to the price of the Work that is defined in Section 2.9 CM General Contractor Services and 2.10 CM General Construction and Contract Administration Services of the Terms of Reference.

The Percentage fee shall cover profit, overhead and general administration costs, all charges relating to the financing of the project, general supervision, site supervision, management and coordination of all sub-trades, and the Contractor's expenses and administrative costs relative to the project.

- 2) Any errors in the addition or multiplication of the amounts in subparagraphs 1)(a), (b), and (c) of BA03 shall be corrected by Canada to obtain the Total Proposal Amount.

BA04 CONSTRUCTION COST OF THE WORK

- 1) The cost of labour, Plant and Material referred to in subparagraph 1)(b) of BA03 shall be limited to the following categories of expenditure:

- (a) payments to Subcontractors and Suppliers;
- (b) wages, salaries, bonuses of employees of the Contractor provided they are actually and properly engaged on the Work under the Contract;
- (c) assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and GST/HST collection costs;
- (d) rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Contractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant has been approved by Canada;
- (e) payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of Canada, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;
- (f) payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the Contract;
- (g) payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the Plant and Material necessary for and used in the performance of the Contract; and
- (h) any other payments made by the Contractor with the approval Canada that are necessary for the performance of the Contract in accordance with the Contract Documents.

BA05 PROPOSAL VALIDITY PERIOD

- 1) The proposal shall not be withdrawn for a period of one hundred twenty (120) days following the date of solicitation closing.

BA06 CONTRACT DOCUMENTS

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

GC1 General Provisions – Construction Services	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	R2880D	(2015-04-01);
GC9 Contract Security	R2890D	(2014-06-26);
GC10 Insurance	R2900D	(2008-05-12);
Allowable Costs for Contract Changes Under GC6.4.1 Supplementary Conditions	R2950D	(2015-02-25);
 - 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>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

BA07 ACCEPTANCE AND CONTRACT

- 1) Upon acceptance of the Contractor's proposal by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents referred to in BA06 CONTRACT DOCUMENTS.

BA08 CONSTRUCTION TIME

- 1) All work / construction is to be completed by March 31, 2017.

BA09 BID SECURITY

- 1) The Bidder shall enclose bid security with its proposal in accordance with GI09 BID SECURITY REQUIREMENTS.
- 2) If the security furnished does not comply fully with the requirements referred to in paragraph 1) herein, the proposal shall be disqualified.
- 3) If a security deposit is furnished as bid security, it shall be forfeited in the event that the proposal is accepted by Canada and the Contractor fails to provide Contract Security in accordance with GC9 CONTRACT SECURITY.

BA10 SIGNATURE

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

Name

Title

Signature

Date

APPENDIX 2

DIVISION 01 GENERAL REQUIREMENTS

The attached list of General Requirements specifications is intended as a guide for preparation of individual tender package specific General Requirements specifications. The specification listing is based on National Master Specification numbering.

The design content of individual tender packages will be different for each assignment, and not all of the listed General Requirements may be relevant or required. The Construction Manager and Consultant are to prepare a draft Division 01 General Requirements specification listing for each tender package in the project, for review by PWGSC Departmental Representative. Content within each specification section may also be customized to suit the unique requirements of the tender package and project.

Section Title

01 11 00 Summary of Work
01 14 00 Work Restrictions
01 21 00 Allowances
01 29 00 Payment Procedures
01 29 83 Payment Procedures for Testing Laboratory Services
01 31 19 Project Meetings
01 32 17 Construction Progress Schedule – Critical Path Method (CPM)
01 33 00 Submittal Procedures
01 35 14 Special Procedures for Traffic Control
01 35 15 Special Project Procedures for Contaminated Sites
01 35 30 Health and Safety Requirements
01 35 31 Health and Safety Requirements for Contaminated Sites
01 35 43 Environmental Procedures
01 35 73 Procedures for Deconstruction of Structures
01 41 00 Regulatory Requirements
01 42 00 References
01 45 00 Quality Control
01 47 17 Sustainable Requirements: Contractor's Verification
01 51 00 Temporary Facilities
01 52 00 Construction Facilities
01 56 00 Temporary Barriers and Enclosures
01 61 00 Common Product Requirements
01 71 00 Examination and Preparation
01 73 03 Execution Requirements
01 74 11 Cleaning
01 74 19 Construction/Demolition Waste Management and Disposal
01 77 00 Closeout Procedures
01 78 00 Closeout Submittals
01 79 00 Demonstration and Testing
01 91 13 General Commissioning (CX) Requirements
01 91 31 Commissioning (CX) Plan
01 91 33 Commissioning Forms
01 91 41 Commissioning: Training

APPENDIX 4 – DEPARTMENTAL REPRESENTATIVE AUTHORITY

TO BE PROVIDED AT CONTRACT AWARD.

Contracting Authority is :

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

Technical Authority is :

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

APPENDIX 5 - 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:

APPENDIX 6 – HEALTH AND SAFETY REQUIREMENTS

MANDATORY HEALTH AND SAFETY - for Work in the Northwest Territories & Nunavut

1. SPECIAL INSTRUCTIONS TO BIDDERS (SI):

SI15 WCB AND SAFETY PROGRAM

- 1.1. The recommended Bidder shall provide to the Contracting Authority, prior to Contract award:
 - 1.1.1. a Workers' Safety and Compensation Claims Cost Summary - *Northwest Territories & Nunavut*, or equivalent documentation from another jurisdiction;
 - 1.1.2. a Workers' Safety and Compensation Commission letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and
 - 1.1.3. a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.
- 1.2. The recommended Bidder shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the bid being declared non-compliant.

Exemption to Generic Safety Programs (*Northwest Territories & Nunavut Territory only*) - Contractors having ten (10) or less employees do not require a written program. However, evidence of a system to manage health and safety remains a requirement.

2. SUPPLEMENTARY CONDITIONS (SC):

SC07 Workplace Safety and Health

1. EMPLOYER/PRINCIPAL CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Safety Act and General Safety Regulations, Northwest Territories & Nunavut Territory, and for the duration of the Work:
 - 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
 - 1.1.2 assume the role of Principal Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
 - 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order * to:
 - 1.1.3.1 assume, as the Principal Contractor, the responsibility for Canada's other Contractor(s); or
 - 1.1.3.2 accept that Canada's other Contractor is Principal Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

* "order" definition: after contract award, Contractor is ordered by a Change Order

2. SUBMITTALS

2.1 The Contractor shall provide to Canada:

- 2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and
- 2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:
 - 2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and
 - 2.1.2.2 a site specific Health and Safety Plan as requested.

NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.

3. LABOUR AUTHORITY CONTACT:

The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.

Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

NUNAVUT

Workers' Safety and Compensation
Northwest Territories and Nunavut
Prevention Services
Box 8888
Yellowknife, NT, X1A 2R3
Attention: Chief Industrial Safety Officer

Telephone: (867) 669- 4403
Facsimile: (867) 873- 0262

DECLARATION

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

This company is exempt from the Northwest Territories/Nunavut Safety Act and Regulations requirement to have a formalized Health and Safety Policy and Program, on the basis that this company does not at the present time employ more than ten (10) full time employees, including those required on all current projects for all clients. By signing this Declaration the Contractor certifies they will remain in compliance with the identified AHJ's requirements regarding health and safety at the work site.

Current number of full time employees: _____

TITLE OF COMPANY OFFICER

SIGNATURE

APPENDIX B

INUIT EMPLOYMENT INCENTIVE AND PENALTY EVALUATION

Inuit Employment Incentive and Penalty Conditions

1. Under the provisions of the proposed contract, where the contractor meets the Inuit labour recruitment target and meets the Inuit Sub-contractor/Supplier target specified and guaranteed in his bid, the contractor will be paid the agreed contract price.
- 2a. In the event the contractor does not meet the guaranteed number of Inuit employee hours working on the project and fails to demonstrate they have made diligent efforts to fulfill their Inuit employment targets, an amount of up to 5% of the fixed fees value for management services may be deducted from the hold back provisions as liquidated damages and reallocated to NRCAN.
- 2b. In the event the contractor does not meet the guaranteed percentage of Inuit Sub-contractors/Suppliers, and fails to demonstrate they have made diligent efforts to fulfill their Inuit sub-contractors/Suppliers targets, an amount of up to 5% of the fixed fees value for management services may be deducted from the hold back provisions as liquidated damages and reallocated to NRCAN.
- 3a. In the event the contractor hires additional onsite Inuit resources above the established employment targets that were guaranteed in the bid, which results in Inuit employment benefits, subject to the approval of the Departmental Representative, the contractor may be eligible to request an incentive bonus of up to 5% of the fixed fees value for management services of the contract that may be paid to the contractor at the end of the project.
- 3b. In the event the contractor exceeds the percentage of Inuit Sub-contractors/Suppliers targets that were guaranteed in the bid, subject to the approval of the Departmental Representative, the contractor may be eligible to request an incentive bonus of up to 5% of the fixed fees value for management services of the contract that may be paid to the contractor at the end of the project.
4. Contractors who exceed the guaranteed IOC target under one criteria but fall short on the other may be evaluated for a penalty and a bonus. The Inuit Incentive and Penalty Conditions as specified above in 2a, 2b, 3a and 3b will be assessed based on the formulas identified herein.
5. Range of percentages to be applied to the contract values for the Fixed Fee Management Services for purposes of calculation of IOC Incentive/Penalty:

Table A:

Value: up to \$249,999.00	5%
Value: \$250,000.00 to \$499,999.99	4%
Value: \$500,000.00 to \$749,999.99	3%
Value: over \$750,000.00	2%

INUIT EMPLOYMENT INCENTIVE AND PENALTY CALCULATION

PROJECT: CONSTRUCTION SERVICES, PCSP RESOLUTE

CONTRACTOR: _____

STEP#	FINAL STATISTICS	% PROPOSED	% ACHIEVED
1	Percentage of Management Services Inuit Labour Person Hours		
2	Percentage of Inuit Goods or Services Procured Related to the CM's Advisory Services		
3	Final Fixed Fee Value for Management Services	\$	
4	<p>Guaranteed Inuit employment target met, exceeded or fell short?</p> <ul style="list-style-type: none"> Met - No applicable penalty or bonus. Exceeded - Contractor may be eligible to request an incentive bonus in the range of 2% to 5%, as defined in Table A of Appendix B, of the fixed fee value, that may be paid to the contractor at the end of the project; <p>Proceed to Table 1A</p> <ul style="list-style-type: none"> Shortfall - Contractor may be penalized in the range of 2% to 5%, as defined in Table A of Appendix B, of the fixed fee value <p>Proceed to Table 2A.</p>		
5	<p>Guaranteed Inuit Sub-contracting/Supplier target met, exceeded or fell short?</p> <ul style="list-style-type: none"> Met - No applicable penalty or bonus. Exceeded - Contractor may be eligible to request an incentive bonus in the range of 2% to 5%, as defined in Table A of Appendix B, of the fixed fee value that may be paid to the contractor at the end of the project; <p>Proceed to Table 1B</p> <ul style="list-style-type: none"> Shortfall - Contractor may be penalized in the range of 2% to 5%, as defined in Table A of Appendix B, of the fixed fee value <p>Proceed to Table 2B.</p>		
6	COMMENTS:		

TABLE 1A - ASSESSMENT OF ONSITE INUIT LABOUR INCENTIVE BONUS			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>INCREASED INUIT LABOUR: Note: Inuit participation for training that has been accounted and paid for within and external to the contract shall be considered ineligible for the incentive process and will be excluded as such.</p> <p>Calculate the percentage increase of Inuit labour for the project based on the following:</p> <p>% Increase = $\frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed\%}}$</p> <ul style="list-style-type: none"> • 0 - 33 % of total labour hours 0 - 15 points • 34 - 66 % of total labour hours 16 - 45 points • 67 - 100 % of total labour hours 46 - 60 points 	60	
2	<p>CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractors ability to demonstrate diligent efforts to increase the onsite Inuit labour targets.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <ul style="list-style-type: none"> • 0-20 points - Contractor demonstrated little to no effort and made no attempt to increase the Inuit targets. • 21-30 points - Contractor demonstrated moderate effort while attempting to increase the Inuit targets. • 31-40 points - Contractor demonstrated outstanding effort while attempting to increase the Inuit targets 	40	
3	TOTAL ASSESSED SCORE	100	
4	RECOMMENDED INUIT LABOUR INCENTIVE BONUS (Fixed Fee contract value) x up to 5%, as defined in Table A of Appendix B x (total assessed score/100)	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative (PWGSC): _____</p> <p>Project Lead (NRCAN): _____</p> <p>Contracting Officer (PWGSC): _____</p>		

TABLE 1B - ASSESSMENT OF INUIT SUB-CONTRACTING/SUPPLIER INCENTIVE BONUS			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>INCREASED INUIT CONTENT FOR PROCURED GOODS OR SERVICES RELATED TO THE CM'S MANAGEMENT SERVICES:</p> <p>Calculate the percentage increase of Inuit content for the project based on the following:</p> $\% \text{ Increase} = \frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed}\%}$ <ul style="list-style-type: none"> 0 - 33 % of total costs 0 - 15 points 34 - 66 % of total costs 16 - 45 points 67 - 100 % of total costs 46 - 60 points 	60	
2	<p>CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractors ability to demonstrate diligent efforts to increase sub-contracting/supplier targets.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <ul style="list-style-type: none"> 0-20 points - Contractor demonstrated little to no effort and made no attempt to increase the Inuit targets. 21-30 points - Contractor demonstrated moderate effort while attempting to increase the Inuit targets. 31-40 points - Contractor demonstrated outstanding effort while attempting to increase the Inuit targets. 	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>RECOMMENDED INUIT SUB-CONTRACTING/SUPPLIER INCENTIVE BONUS</p> <p>(Fixed Fee contract value) x up to 5%, as defined in Table A of Appendix B x (total assessed score/100)</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative (PWGSC): _____</p> <p>Project Lead (NRCAN): _____</p> <p>Contracting Officer (PWGSC): _____</p>		

TABLE 2A - ASSESSMENT OF INUIT LABOUR PENALTY			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of target achieved for Inuit content based on the following formula, where:</p> $\text{Target percentage} = \frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \%$ <ul style="list-style-type: none"> 50% - 100% = 30 - 60 points <p>Notes: Target percentage of 50% or less receives zero points</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractors ability to demonstrate diligent efforts to achieve Inuit employment targets.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <ul style="list-style-type: none"> 0-20 points - Contractor demonstrated little to no effort and made no attempt to meet the Inuit employment target. 21-30 points - Contractor demonstrated moderate effort while attempting to meet the Inuit employment target. 31-40 points - Contractor demonstrated outstanding effort while attempting to meet the Inuit employment target. 	40	
3	TOTAL ASSESSED SCORE	100	
4	TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Fixed Fee contract value) x (up to 5%, as defined in Table A of Appendix B)	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative (PWGSC): _____</p> <p>Project Lead (NRCAN): _____</p> <p>Contracting Officer (PWGSC): _____</p>		

TABLE 2B - ASSESSMENT OF INUIT SUB-CONTRACTING/SUPPLIER PENALTY			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of target achieved for Inuit content based on the following formula, where: Target percentage = $\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \%$</p> <ul style="list-style-type: none"> 50% - 100% = 30 - 60 points <p>Notes: Target percentage of 50% or less receives zero points</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractors ability to demonstrate diligent efforts to achieve Inuit sub-contracting/supplier targets.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <ul style="list-style-type: none"> 0-20 points - Contractor demonstrated little to no effort and made no attempt to meet the Inuit sub-contracting/supplier target. 21-30 points - Contractor demonstrated moderate effort while attempting to meet the Inuit sub-contracting/supplier 31-40 points - Contractor demonstrated outstanding effort while attempting to meet the Inuit sub-contracting/supplier 	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Fixed Fee contract value) x (up to 5%, as defined in Table A of Appendix B)</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative (PWGSC): _____</p> <p>Project Lead (NRCAN): _____</p> <p>Contracting Officer (PWGSC): _____</p>		