



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St./11 rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT / CE DOCUMENT CONTIENT  
UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ.

<b>Title - Sujet</b> Construction Mgmt- Cliff & NRC	
<b>Solicitation No. - N° de l'invitation</b> EJ192-161693/A	<b>Date</b> 2016-04-22
<b>Client Reference No. - N° de référence du client</b> 20161693	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$FG-267-70834	
<b>File No. - N° de dossier</b> fg267.EJ192-161693	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-05-17</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Hoffman, Amanda	<b>Buyer Id - Id de l'acheteur</b> fg267
<b>Telephone No. - N° de téléphone</b> (873) 469-4930 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Construction Services Division/Division des services de  
construction

11 Laurier St./11 Rue Laurier  
3C2, Place du Portage  
Phase III  
Gatineau, Québec K1A 0S5

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

Solicitation No. - N° de l'invitation  
EJ192-161693/A

Amd. No. - N° de la modif.  
N/A

Buyer ID - Id de l'acheteur  
FG267

Client Ref. No. - N° de réf. du client  
20161693

File No. - N° du dossier  
FG267 EJ192-161693/A

Project No.- No. du projet  
Refer to Annex B- TOR herein

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## **REQUEST FOR PROPOSAL (RFP)**

### **IMPORTANT NOTICE TO BIDDERS**

#### **THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

For further instructions please consult "Special Instruction to Bidders", SI12, "Security related requirements" and "Supplementary Conditions" SC01 "Security related requirements, document safeguarding location".

#### **TWO-ENVELOPE BID**

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI06 of the Special Instructions to Bidders.

#### **INTEGRITY PROVISIONS - BID**

Changes have been made to the Integrity Provisions - Bid as of 2016-04-04. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

#### **LIMITATION OF LIABILITY**

PWGSC is limiting the Contractor's first party liability for work in Low Rise, High Rise and Heritage Buildings. See changes to GC1.6 "Indemnification by the Contractor" of R2810D in the Supplementary Conditions.

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EJ192-161693/A

Amd. No. - N° de la modif.  
N/A

Buyer ID - Id de l'acheteur  
FG267

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Project No.- No. du projet  
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## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### **SI01 Introduction**

1. Public Works and Government Services Canada (PWGSC) intends to retain a Contractor to provide Construction Management Services for the project as set out in this Request for Proposal (RFP).
2. Bidders responding to this RFP are requested to submit a full and complete Bid.

### **SI02 INTEGRITY PROVISIONS – INTEGRITY DECLARATION FORM**

1. As applicable, pursuant to GI01 of the Integrity Provisions- bid, paragraph 3 (copied below) of the General Instructions the Bidder must provide the following:
  - a. by the time stated in the Policy, all information required by the *Ineligibility and Suspension Policy* described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
  - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#)

*An Integrity Declaration Form must be submitted **only** when:*

1. *the supplier, one of its affiliates or a proposed first-tier subcontractor has been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the listed offences in the [Ineligibility and Suspension Policy](#) (the “Policy”); and/or*
2. *the supplier is unable to provide any of the certifications required by the [Integrity Clauses](#).*

*Note: A copy of the Declaration form can be obtained by going to R2710T online and clicking on the 'Declaration Form' hyperlink found under GI01.*

### **SI03 BID DOCUMENTS**

1. The following are the bid documents:
  - a. Request for Proposal (RFP); and
  - b. Special Instructions to Bidders (SI); and
  - c. General Instruction to Bidders - Construction services - Bid Security Requirements (GI); and
  - d. Supplementary Conditions (SC); and
  - e. Contract documents (CD); and
  - f. Submission Requirements and Evaluation (SRE); and
  - g. Bid and Acceptance Form (BA); and
  - h. Annex A - Basis of Payment; and
  - i. Annex B - Terms of Reference; and
  - j. Annex C - Certificate of Insurance; and
  - k. Annex D – Security Requirements Checklist; and
  - l. Appendix 1 – Technical Compliance Form; and
  - m. Appendix 2- Client Reference Form for Representative Project (MT1 & MT2); and
  - n. Appendix 3 - Integrity Provisions – List of Names; and
  - o. Any amendment issued prior to solicitation closing.
2. Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

### **SI04 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Request for Proposal (RFP) - Page 1as early as possible within the solicitation period. Enquiries should be received no later than five (5) working 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 Authority shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Request for Proposal - Page1. Failure to comply with this requirement may result in the bid being declared non-responsive.

**Contracting Authority:** Amanda Hoffman  
**E-mail:** [amanda.hoffman@tpsgc-pwgsc.gc.ca](mailto:amanda.hoffman@tpsgc-pwgsc.gc.ca)  
**Telephone:** 873-469-4930

### **SI05 OPTIONAL SITE VISIT**

1. There will be a site visit of both Work locations on **Tuesday, May 3<sup>rd</sup> at 10:00AM.** Interested bidders are to meet in front of the guard house at **Cliff Street Central Heating and Cooling Plant (CHCP), 1 Fleet Street, Ottawa, ON.** All Contractors will be required to sign-in at the guard house, and therefore must bring a piece of photo ID with them. Following the Cliff Street CHCP Site Visit we will walk to the National Research Council (NRC) Central Heating and Cooling Plant at 98 Sussex Drive.
2. **Safety:** Hard hat, safety boots, and hearing protection are required. Reflective vests are optional.

3. **Parking:** Parking is found inside the compound and is free.

### **SI06 SUBMISSION OF BID**

1. The bid shall be submitted following a "two-envelope" procedure in which the Bidder submits the Technical Bid in envelope one (1) and the Financial Bid in envelope two (2). Both envelopes shall be enclosed and sealed together in a third envelope, the bid envelope. All envelopes are to be provided by the Bidder.
2. The bid envelope shall be addressed and submitted to the office designated on the Front Page "Request for Proposal" for the receipt of the bids. The bid must be received on or before the date and time set for solicitation closing. Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
  - a. Solicitation Number;
  - b. Name of Bidder;
  - c. Return address; and
  - d. Closing Date and Time.
3. The Technical Bid, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
  - a. ENVELOPE 1 – Technical Bid;
  - b. Solicitation Number; and
  - c. Name of Bidder.
4. The Financial Bid containing the Bid and Acceptance Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
  - a. ENVELOPE 2 – Financial Bid;
  - b. Solicitation Number; and
  - c. Name of Bidder.
5. Timely and correct delivery of bids is the sole responsibility of the Bidder.

### **SI07 REVISION OF BID**

1. A bid may be revised by letter or facsimile in accordance with GI10 Revision of Bid.

### **SI08 OPENING OF BIDS / EVALUATION**

1. There will be no public opening at bid deposit time.
2. Envelope 1 - Technical Bid - will be opened in private: this envelope will be opened first to evaluate the submittal requirements. Requirements will be evaluated on a Pass or Fail basis. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. Envelope 2 will be returned unopened to the bidder.
3. Envelope 2 – Financial Bid: Only those envelopes from Bidder's that meet the mandatory requirements of the Technical Bid shall be opened.
4. The responsive bid carrying the lowest price will be recommended for contract award.

### **SI09 INSUFFICIENT FUNDING**

1. In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may;
  - a. cancel the solicitation; or
  - b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
  - c. negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

### **SI10 DEBRIEFINGS**

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

### **SI11 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of SI11 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. of SI11 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the request for proposal.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11.

### **SI12 SECURITY RELATED REQUIREMENTS**

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

3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations on the Industrial Security Program Web site: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

### **SI13 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 RFP;
  - 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 RFP;
  - e. correct any error in the total bid amount by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in case of error in the estimated amount 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; and
  - 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 RFP.
2. Bidders will have the number of days specified in the request by the Contracting Officer 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.

### **SI14 WEB SITES**

1. The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:
  - Treasury Board Appendix L, Acceptable Bonding Companies <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>
  - Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>
  - Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>
  - Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>
  - Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>
  - Performance Bond (form PWGSC-TPSGC 505) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf> Labour and Material Payment Bond (form PWGSC-TPSGC 506) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>
  - Standard Acquisition Clauses and Conditions (SACC) Manual <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

- PWGSC, Industrial Security Services <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>
- PWGSC, Code of Conduct and Certifications <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>
- Construction and Consultant Services Contract Administration Forms Real Property Contracting <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>
- Declaration Form <http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

#### **SI15 DEFINITION OF BIDDER**

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

#### **SI16 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS**

1. Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c.16), the instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract. Refer to Contract Documents, Article 2.

#### **SI17 RIGHTS OF CANADA**

1. Canada reserves the right to:
  - a. Reject any or all bids received in response to the bid solicitation;
  - b. Enter into negotiations with bidders on any or all aspects of their bids;
  - c. Accept any bid in whole or in part without negotiations;
  - d. Cancel the bid solicitation at any time;
  - e. Reissue the bid solicitation;
  - f. If no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
  - g. Negotiate with the sole responsive Bidder to ensure best value to Canada.

#### **SI18 ENTIRE REQUIREMENT**

1. The bid solicitation documents contain all the requirements relating to the bid solicitation issued on the Government of Canada Electronic Tendering System, [buyandsell.gc.ca](http://buyandsell.gc.ca). Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

#### **SI19 COMMUNICATIONS NOTIFICATION**

1. 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.

## **GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI)**

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 Not Applicable  
GI07 Listing of Subcontractors and Suppliers  
GI08 Bid Security Requirements  
GI09 Submission of Bid  
GI10 Revision of Bid  
GI11 Rejection of Bid  
GI12 Bid Costs  
GI13 Procurement Business Number  
GI14 Compliance with Applicable Laws  
GI15 Not Applicable  
GI16 Performance Evaluation  
GI17 Conflict of Interest - Unfair Advantage  
GI18 Overview of Selection Procedure  
GI19 Joint Ventures

### **GI01 (2016-04-04) Integrity provisions—bid**

1. The *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at *Ineligibility and Suspension Policy*.
2. Under the Policy, charges and convictions of certain offences against a Bidder, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Bidder is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
  - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of

foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).

4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
  - a. it has read and understands the [Ineligibility and Suspension Policy](#);
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. 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 a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

#### **G102 (2014-03-01) Completion of Bid**

7. The bid shall be:
  - a. based on the Bid Documents listed in the Special Instructions to Bidders
  - b. correctly completed in all respects;
  - c. signed by a duly authorized representative of the Bidder; and
  - d. accompanied by
    - i. bid security as specified in G108; and
    - ii. any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the bid.
8. Subject to paragraph 6) of G111, any alteration to the pre-printed or pre-typed sections of the Bid and Acceptance Form, or any condition or qualification placed upon the bid may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered

on the Bid and Acceptance Form by the Bidder shall be initialed by the person or persons signing the bid. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

9. Unless otherwise noted elsewhere in the Bid Documents, facsimile copies of bids are not acceptable.
10. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

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

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**

1. Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of the date of bid submission by the Bidder or the date of submission of the last revision whichever is later.

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

1. For the purposes of GC1.8, of R2810D "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 Not Applicable**

**GI07 Not Applicable**

#### **GI08 (2014-06-26) Bid Security Requirements**

1. The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the total bid amount. Applicable Taxes shall not be

included when calculating the amount of any bid security that may be required. The maximum amount of bid security required with any bid is \$2,000,000.

2. A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with original signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.
3. A security deposit shall be an original, properly completed, signed where required and be either
  - a. a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - b. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
4. For the purposes of subparagraph 3. a. of GI08
  - a. a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
  - b. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4.c. of GI08, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
  - c. an approved financial institution is
    - i. a corporation or institution that is a member of the Canadian Payments Association as defined in the Canadian Payments Act;
    - ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
    - iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
    - iv. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the Income Tax Act; or
    - v. Canada Post Corporation.
5. Bonds referred to in subparagraph 3. b. of GI08 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be
  - a. payable to bearer;
  - b. accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or

- c. registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
6. As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
7. An irrevocable standby letter of credit referred to in paragraph 6) of GI08 shall
  - a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
    - i. is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
    - ii. is to accept and pay bills of exchange drawn by the Receiver General for Canada;
    - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
    - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
  - b. state the face amount which may be drawn against it;
  - c. state its expiry date;
  - d. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
  - e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
  - f. provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600, Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
  - g. be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
8. Bid security shall lapse or be returned as soon as practical following;
  - a. the solicitation closing date, for those Bidders submitting non-compliant bids; and
  - b. the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and
  - c. the award of contract, for those Bidders submitting the second and third ranked bids; and
  - d. the receipt of contract security, for the successful Bidder; or
  - e. the cancellation of the solicitation, for all Bidders.

9. Notwithstanding the provisions of paragraph 8 of GI08 and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

#### **GI09 (2014-03-01) Submission of Bid**

1. Bidders are requested to submit the Technical Bid and Financial Bid in separate, easily identified envelopes in accordance with the instructions contained in the bid documents. Bidders are requested to submit both envelopes as one package which clearly and conspicuously display and indicate on the outside of the package the information identified in subsection 4 below and be addressed and submitted to the office designated on the Front Page "Request for Proposal" for the receipt of bids. The bid must be received on or before the date and time set for solicitation closing.
2. Unless otherwise specified in the Special Instructions to Bidders
  - a. The bid shall be in Canadian currency;
  - b. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.
3. It is the Bidder's responsibility to:
  - a. Submit a bid, duly completed, in the format requested, on or before the closing date and time set;
  - b. Send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the RFP;
  - c. Obtain clarification of the requirements contained in the RFP, if necessary, before submitting a Bid;
  - d. Provide a comprehensive and sufficiently detailed bid that will permit a complete evaluation in accordance with the criteria set out in this RFP.
4. Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
  - a. Solicitation Number;
  - b. Name of Bidder;
  - c. Return address; and
  - d. Closing Date and Time.
5. Timely and correct delivery of bids to the office designated for receipt of bids is the sole responsibility of the Bidder. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.

#### **GI10 (2010-01-11R) Revision of Bid**

1. A bid submitted in accordance with these instructions may be revised by letter provided the revision is received at the office designated for the receipt of bids, on or before the date and time set for the closing of the solicitation. The letter shall be on the Bidder's letterhead or bear a signature that identifies the Bidder.

2. A revision to a bid that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
3. A letter submitted to confirm an earlier revision shall be clearly identified as a confirmation.
4. Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The bid shall be evaluated based on the original bid submitted and all other compliant revision(s).

#### **GI11 (2014-09-25) Rejection of Bid**

1. Canada may accept any bid, whether it is the lowest or not, or may reject any or all bids.
2. Without limiting the generality of paragraph 1) of GI11, Canada may reject a bid if any of the following circumstances is present:
  - a. the Bidder's bidding privileges are suspended or are in the process of being suspended;
  - b. the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - c. the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with Canada
    - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
    - ii. Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
3. In assessing the Bidder's performance on other contracts pursuant to subparagraph 2)(f)(ii) of GI11, Canada may consider, but not be limited to, such matters as:
  - a. the quality of workmanship in performing the Work;
  - b. the timeliness of completion of the Work;
  - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and

- d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work
4. Without limiting the generality of paragraphs 1), 2) and 3) of G11, Canada may reject any bid based on an unfavourable assessment of the:
    - a. adequacy of the bid price to permit the work to be carried out and, in the case of a bid providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
    - b. Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
    - c. Bidder's performance on other contracts.
  5. Where Canada intends to reject a bid pursuant to a provision of paragraphs 1), 2), 3) or 4) of G11, other than subparagraph 2)(a) of G11, 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.

#### **G12 (2015-02-25) 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.

#### **G13 (2015-02-25) 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 *Contracts Canada*. For non-Internet registration, Bidders may contact the nearest *Supplier Registration Agent*.

#### **G14 (2013-04-25) Compliance with Applicable Laws**

1. By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licenses, 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 G14, a Bidder shall, if requested, provide a copy of every valid license, 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 G14 shall result in disqualification of the bid.

## **G115 Not Applicable**

## **G116 (2010-01-11) Performance Evaluation**

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

## **G117 (2011-05-16) Conflict of Interest - Unfair Advantage**

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
  - a. if the Bidder, its Affiliates, 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, its Affiliates, 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, or its Affiliates, 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, or its Affiliates, remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Officer 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 Officer 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.

## **G118 Overview of Selection Procedure**

1. Bid Evaluation
  - a. To be declared responsive, the bid must comply with all the requirements of the solicitation and meet all Mandatory technical criteria; and the Bid and Acceptance Form must be fully completed and accompanied by the required bid security.
  - b. Technical Bids are reviewed, evaluated by Public Works and Government Services Canada (PWGSC) in accordance with the criteria and components as set out in the Submission Requirements and Evaluation (SRE). Upon completion of the evaluation, Pass or Fail is determined.

- c. The Financial Bids (envelope 2) accompanying all responsive Technical Bids (envelope one) are opened upon completion of the technical evaluation.
2. Bid Opening
  - a. There will be no public opening of Bids.
3. Notification
  - a. PWGSC normally expects to advise unsuccessful Bidders, in writing, within one week after PWGSC has entered into a contractual arrangement with the successful Bidder.

#### **GI19 Joint venture**

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred to as a consortium, in order to submit together a response to the Request for Proposal. Bidders who submit a response to the Request for Proposal, as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - i. the name of each member of the joint venture;
  - ii. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - iii. the name of the joint venture, if applicable.
2. The response to the Request for Proposal must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. Canada may, at any time, require each member of the joint venture to prove that the representative has been appointed with full authority to act as its representative for the purposes of submitting a response to the Request for Proposal.
3. All of the members of the joint venture are jointly and severally responsible for the obligations entered into by the Bidder in accordance with the Contract Documents.

## **SUPPLEMENTARY CONDITIONS (SC)**

- SC01 Security Related Requirements
- SC02 Changes to Contract Documents
- SC03 Limitation of Liability
- SC04 Insurance Terms
- SC05 Determination of Construction Cost
- SC06 Determination of Price for Subcontract Changes
- SC07 Accounts and Audit
- SC08 Replacement of Specific Individuals
- SC09 Separate Contracts with Other Contractors

### **SC01 SECURITY RELATED REQUIREMENTS**

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

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

### **SC02 CHANGES TO CONTRACT DOCUMENTS**

1. R2810D - General Condition (GC) 1 - General Provisions - Construction Services:
  - a. In GC1.1.2 Terminology, delete:

"Contractor"  
means the person contracting with Canada to provide or furnish all labour, Material and Plant for the execution of the Work under the Contract, and includes the Contractor's superintendent as designated in writing to Canada.
  - b. In GC1.1.2 Terminology, add:

"Contractor" and "Construction Manager"  
means the person contracting with Canada to provide or furnish all labour, Material and Plant and construction management services for the execution of the Work under the Contract, and includes the Contractor's superintendent as designated in writing to Canada.
  - c. In GC1.2.2 Order of Precedence, Add the following subparagraph 1. g. :
    - g. Terms of Reference
2. R2850D - General Condition (GC) 5 - Terms of Payment:

- a. The following paragraph is added to GC5.4 Progress Payment:
    6. The portion of the Work done under the Fixed Monthly Fee shall be invoiced in fixed monthly installments over the duration of the Contract.
  - b. The following paragraph is added to GC5.5 Substantial Performance of the Work:
    5. If, at any time before the issuance of a Certificate of Completion, Canada determines that a Work Package has reached Substantial Performance as described in subparagraph 1. b. of GC 1.1.4, "Substantial Performance", paragraphs 1. through 4. of GC 5.5 may be applied with respect to the specific Work Package.
3. R2860D - General Condition (GC) 6 - Delays and Changes in the Work:

GC6.4 Determination of Price, is replaced in its entirety with the following:

1. Any adjustment to the price of the Work 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' fees, is not within 75 and 125 percent of the total Estimated Construction Cost, the value of which includes the total of the original Estimated Construction Costs and the Estimated Construction Costs of the optional services, either party to the Contract may request to negotiate a change in the Contractor' 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' 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 Monthly Fees, the actual Construction Cost, the Percentage Fee and any adjustments that are made in accordance with the Contract.

### **SC03 LIMITATION OF LIABILITY**

GC1.6 of R2810D - General Condition (GC) 1 - General Provisions - Construction Services, is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.

2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
  - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
  - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

#### **SC04 INSURANCE TERMS**

The obligations of the Contractor are defined in R2900D - General Condition (GC) 10 – Insurance, the insurance terms below and Annex C – Certificate of Insurance.

##### **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 DETERMINATION OF CONSTRUCTION COST**

1. The Construction Cost, as defined in Annex A, item 2, initially will be determined based on the Estimated Construction Cost specified in the Request for Proposal. The Estimated Construction Cost will be adjusted periodically throughout the term of the contract to reflect the actual Construction Cost.
2. Any adjustment to the amount of a subcontract shall require Canada's approval in writing. The Contractor shall not be entitled to any additional fees other than the Percentage Fee.
3. Any request for adjusting the amount of a subcontract shall be substantiated with a cost estimate breakdown itemizing all Labour, Material, and Plant costs, and the amount of any allowance for the subcontractor's overhead, administration and profit. 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 local industry standards. 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 for the subcontractor's overhead, administration and profit shall be negotiated by the Contractor for each change, and shall represent a reasonable amount for the nature and complexity of each change. However, in no circumstance shall the subcontractor's allowance exceed 15%.
4. The price of any portion of the Work that is not subcontracted or paid for as a Fixed Fee shall be equal to the actual cost of that portion of the Work plus the applicable Contractor's Percentage Fee.

## **SC06 DETERMINATION OF PRICE FOR SUBCONTRACT CHANGES**

1. Price Determination Prior to Undertaking Changes

- a. If a Lump Sum Arrangement applies to the Contract or a part thereof, the price of any change shall be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed upon in writing by the Contractor and Canada plus an allowance for supervision, coordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount, which allowance shall be in accordance with SC05 3) (c).
  - b. If a Unit Price Arrangement applies to the Contract or a part thereof, the Contractor and Canada may, by agreement in writing, add items, units of measurement, estimated quantities and prices per unit to the Unit Price Table.
  - c. A price per unit referred to in paragraph (b) of SC06 1), shall be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed upon by the Contractor and Canada, plus an allowance determined in accordance with SC05 3)(c).
  - d. To facilitate approval of the price of the change or the additional price per unit as applicable, the Contractor shall submit a cost estimate breakdown identifying, as a minimum, the estimated cost of labour, Plant, Material, each subcontract amount, and the amount of the allowance.
  - e. If no agreement is reached as contemplated in paragraph (a) of SC06 1), the price shall be determined in accordance with SC06 3).
2. Allowable Costs under SC06 1):
- a. General
    - i. The Contractor shall submit a cost estimate breakdown for each contemplated change, in accordance with SC05 3). The breakdown shall itemize all labour, material, plant and equipment costs estimated by the Contractor and subcontractors, and the amount of each allowance;
    - ii. It is the responsibility of the Contractor to ensure that all prices included in the Contractor's breakdown to Canada, including those of subcontractors, are fair and reasonable in view of the terms expressed herein;
    - iii. The labour hours required for the contemplated change shall be based on the estimated number of hours to perform the work;
    - iv. Time spent by a working foreman may be included in the number of labour hours, at a rate agreed to in writing by the Contractor and Canada;
    - v. Time attributable to material handling, productivity factors and approved rest periods is to be included in the number of hours required by the contemplated change and will not be paid as a separate item under hourly rates;
    - vi. Allowances referred to in paragraph (d) - Allowance to the Subcontractor below are not to be included in the hourly labour rates;
    - vii. Credit for work deleted will only be for the work directly associated with the change;
    - viii. When a change deletes work which has not yet been performed, Canada is entitled to an adjustment in the Contract Amount equal to the cost the Contractor would have incurred had the work not been deleted;

- ix. Allowances referred to in paragraph (d) - Allowance to the Subcontractor below shall not be applied to any credit amounts for deleted work;
- x. In those cases where the change involves additions and deletions to the work, the allowances referred to in paragraph (d) - Allowance to the Subcontractor below shall apply only when the cost of the additions minus the cost of the deletions would result in an increase in the Contract Amount. The percentage allowance shall only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions;
- xi. If the contemplated change in the work necessitates a change in the contract completion date, or has an impact on the work, the Contractor shall identify and include the resulting cost in the breakdown.

b. Hourly Labour Rates

- i. The hourly labour rates listed in the Contractor's breakdown shall be determined in accordance with the collective agreements that are applicable at the site of the work and shall include:
  - a. the base rate of pay;
  - b. vacation pay;
  - c. benefits which includes:
    - i. Welfare contributions;
    - ii. Pension contributions;
    - iii. Union dues;
    - iv. Training and industry funds contributions; and
    - v. Other applicable benefits, if any that can be substantiated by the Contractor.
  - d. statutory and legislated requirements, assessed and payable under statutory authority, which includes:
    - i. Employment Insurance contributions;
    - ii. Canada Pension Plan or Quebec Pension Plan contributions;
    - iii. Worker's Compensation Board or "Commission de la santé et de la sécurité du travail" premiums;
    - iv. Public Liability and Property Damage insurance premiums; and
    - v. Health tax premiums.
- ii. In the case of nonunion labour, all rates claimed shall be in accordance with the terms of the Labour Conditions forming part of this contract and the Contractor must provide satisfactory proof of the rates actually paid.

c. Material, Plant and Equipment Costs

- i. The costs of all purchases and rentals must be based on the actual amount paid to the suppliers by the Contractor or subcontractor and said costs are to include all applicable Discounts.

d. Allowance to the Subcontractor

- i. The allowances determined in accordance with SC05 3)(c), shall be considered as full compensation for:

- a. supervision, coordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount; and
- b. miscellaneous additional costs related to
  - i. The purchase or rental of material, plant and equipment;
  - ii. The purchase of small tools and supplies;
  - iii. Safety and protection measures; and
  - iv. Permits, bonds, insurance, engineering, as built drawings, commissioning, and site office.

### 3. Price Determination Following Completion of Changes

- a. If it is not possible to predetermine, or if there is failure to agree upon the price of a change in the Work, the price of the change shall be equal to the aggregate of:
  - i. all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, Plant and Material that fall within one of the classes of expenditure described in paragraph (b) of SC06 3), that are directly attributable to the performance of the Contract;
  - ii. an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, in an amount that is determined in accordance with SC05 3)(c); and
  - iii. interest on the amounts determined under subparagraphs (a)(i) and (a)(ii) of SC06 3) calculated in accordance with GC5.11, "Interest on Settled Claims";
- b. The cost of labour, Plant and Material referred to in subparagraph a)(i) of SC06 3) shall be limited to the following categories of expenditure:
  - i. payments to Subcontractors and Suppliers;
  - ii. wages, salaries bonuses and, if applicable, travel and lodging expenses of employees of the Contractor located at the site of the Work and that portion of wages, salaries, bonuses and, if applicable, travel and lodging expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor provided they are actually and properly engaged on the Work under the Contract;
  - iii. 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 Applicable Taxes collection costs;
  - iv. 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;
  - v. 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;
  - vi. 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;
  - vii. 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
  - viii. 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.

### 4. Price Determination - Variations in Tendered Quantities

- a. Except as provided in paragraphs (b), (c), (d) and (e) of SC06 4), if it appears that the final quantity of labour, Plant and Material under a price per unit item shall exceed or be less than the estimated tendered quantity, the Contractor shall perform the Work or supply the Plant and Material required to complete the item and payment shall be made for the actual Work performed or Plant and Material supplied at the price per unit set out in the Contract.
- b. If the final quantity of the price per unit item exceeds the estimated tendered quantity by more than 15 percent, either party to the Contract may make a written request to the other party to negotiate an amended price per unit for that portion of the item which exceeds 115 percent of the estimated tendered quantity, and to facilitate approval of any amended price per unit, the Contractor shall, on request, provide Canada with:
  - i. detailed records of the actual cost to the Contractor of performing or supplying the tendered quantity for the price per unit item up to the time the negotiation was requested; and
  - ii. the estimated unit cost of labour, Plant and Material required for the portion of the item that is in excess of 115 percent of the tendered quantity.
- c. If agreement is not reached as contemplated in (b) of SC06 4), the price per unit shall be determined in accordance with SC06 3)
- d. If it appears that the final quantity of labour, Plant and Material under a price per unit item shall be less than 85 percent of the estimated tendered quantity, either party to the Contract may make a written request to the other party to negotiate a change to the price per unit for the item if:
  - i. there is a demonstrable difference between the unit cost to the Contractor of performing or supplying the estimated tendered quantity and the unit cost to the Contractor for performing or supplying the final quantity; and
  - ii. the difference in unit cost is due solely to the decrease in quantity and not to any other cause.
- e. For the purposes of the negotiation referred to in paragraph (d) of SC06 4):
  - i. the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and
  - ii. in no event shall the total price for an item that has been amended as a result of a reduction in quantity pursuant to paragraph (d) of SC06 4) exceed the amount that would have been payable to the Contractor had 85 percent of the tendered quantity actually been performed or supplied.

## **SC07 ACCOUNTS AND AUDIT**

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the

Contractor must make this information available for audit, inspection and examination by the representatives of Canada, to may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Contract, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### **SC08 REPLACEMENT OF SPECIFIC INDIVIDUALS**

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

#### **SC09 SEPARATE CONTRACTS WITH OTHER CONTRACTORS**

1. Canada reserves the right to award separate contracts for work. Where in the opinion of Canada, it is necessary for Canada to award separate contracts to other contractors, the Construction Manager shall:
  - a. coordinate and cooperate with the work of other contractors;
  - b. coordinate and schedule the Work with the work of other contractors and connect as specified or shown in the Contract Documents;
  - c. participate with other contractors and the Departmental Representative in reviewing their construction schedules when directed to do so;
  - d. coordinate and perform the Work with care and diligence so as to ensure that Canada and other contractors will be in a position to proceed according to schedule with the delivery, installation and testing of their work; and

- e. allow other contractors or workers, together with their plant, equipment and Material, access to the Site and the opportunity to use their plant and equipment.
2. When separate contracts are awarded for other parts of the Project, Canada shall:
    - a. Ensure that insurance coverage is provided to the same requirements as are called for SC04 to the extent applicable. Such insurance shall be coordinated with the insurance coverage of the Construction Manager as it affects the Work; and
    - b. Take all precautions reasonably possible to avoid labour or other disputes.
    - c. Ensure the separate contractors are required to adhere to the Construction Manager's Health & Safety policies and procedures when performing work at the location of the project under the Construction Manager's control as Constructor on the project.
  3. The Construction Manager shall give the Departmental Representative prompt written notice of any defect in, or any conflict occasioned by, the work of Other contractors and prior to proceeding with any Work that is affected by or depends upon for its proper execution such work of other contractors. In the absence of such written report, the Construction Manager shall have no claim against Canada by reason of the conflict or defective work of the other contractors.
  4. Notwithstanding the foregoing, it is understood and agreed that the Construction Manager shall be the "constructor" for the Project within the meaning of the applicable Health and Safety legislation, and shall perform or have performed, in addition to any other obligations it may have pursuant to the application legislation, all of the obligations of a "constructor" set out in the legislation for the Work. It is further understood and agreed that Canada appoints and the Construction Manager agrees to be appointed as the constructor to fully control, coordinate, oversee and be responsible for all other contractors.
  5. If there is a change in the scope of the Work required for the planning and performance of this coordination and connection, there might be a Change in the Work.
  6. If the Construction Manager has caused damage, delay, impact, or interference to the work of other contractors, the Construction Manager agrees upon due notice to settle with the other contractors in accordance with GC5.8 item 6. of R2850D - General Condition (GC) 5 - Terms of Payment. If one or more of the other contractors makes a claim against Canada on account of damage, delay, impact, or interference alleged to have been so sustained, Canada shall notify the Construction Manager and may require the Construction Manager to defend the action at the Construction Manager's expense and not as a Cost of the Work and without an adjustment in the Contract Fee. The Construction Manager shall satisfy a final order or judgment against Canada and pay the costs incurred by Canada arising from such action and not as a Cost of the Work and without an adjustment in the Contract Fee.

## **CONTRACT DOCUMENTS (CD)**

1. The following are the contract documents:
  - a. Contract Page when signed by Canada;
  - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
  - c. Request for Proposal, all Annexes, Appendices and Amendments thereto;
  - d. Terms of Reference
  - e. Basis of Payment
  - f. General Conditions and clauses;

GC1	General Provisions – Construction Services	R2810D (2016-04-04);
GC2	Administration of the Contract	R2820D (2016-01-28);
GC3	Execution and Control of the Work	R2830D (2015-02-25);
GC4	Protective Measures	R2840D (2008-05-12);
GC5	Terms of Payment	R2850D (2016-01-28);
GC6	Delays and Changes in the Work	R2860D (2016-01-28);
GC7	Default, Suspension or Termination of Contract	R2870D (2008-05-12);
GC8	Dispute Resolution	R2882D (2016-01-28);
GC9	Contract Security	R2890D (2014-06-26);
GC10	Insurance	R2900D (2008-05-12);

- g. Supplementary Conditions
  - h. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - i. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - j. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
  - k. The Contractor's Technical Bid
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.

## **SUBMISSION REQUIREMENTS AND EVALUATION (SRE)**

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

### **SRE 1 GENERAL INFORMATION**

#### **1.1 SUBMISSION OF BIDS**

- 1.1.1 Bids should be submitted following a "two-envelope" procedure in which Bidders submit technical aspects of their Bid in envelope one (1) and Bidders submit the financial Bid and bid security in envelope two (2).
- 1.1.2 Technical Bid: Submit one (1) signed original and three (3) copies of the Technical Bid (envelope one).
- 1.1.3 Financial Bid: Submit one (1) signed original of the Bid and Acceptance Form plus bid security in a sealed envelope (envelope two).
- 1.1.4 Prices should appear in the Financial Bid only. No prices should be indicated in any other section of the bid.

#### **1.2 FORMAT OF BIDS**

- 1.2.1 Technical Bid

- (a) In their Technical Bid, bidders must demonstrate that they meet the requirements contained in the specific articles of 2.1.1 Mandatory Technical Criteria. The bidder should use the Technical Compliance Form- Appendix 1 to ensure the technical bid clearly addresses all mandatory criteria.
- (b) Bidders must explain how they meet MT1 and MT2 by providing **a detailed project description and any associated information**, as applicable, to substantiate compliance. The technical bid package must address MT1 and MT2 clearly and in sufficient depth to substantiate that the Bidder meets the criteria.
- (c) Bidders may present one project to satisfy both Mandatory Technical Criteria MT1 and Mandatory Technical Criteria MT2 **OR** Bidders may present two projects: one project to satisfy Mandatory Technical Criteria MT1 and a second project to satisfy Mandatory Technical Criteria MT2. **Note: Bidders should not submit more than two projects. The consequence of submitting more than two projects is that only the first two projects in the submission will be considered. All projects following after the first two projects will be removed from the Technical Bid submission and will not be used in the evaluation.**
- (d) Bidders should clearly identify which project is presented to satisfy Mandatory Technical Criteria MT1 and which project is presented to satisfy Mandatory Technical Criteria MT2.
- (e) Bidders should present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has been addressed.

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

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

The maximum number of pages (including text and graphics) that should be submitted for the **detailed project description** is 15. The following are not part of this page limitation:

- Covering Letter; and
- Front Page of the Bid; and
- Financial Bid; and
- Appendix 1- Technical Compliance Form (MT1 & MT2); and
- Appendix 2- Client Reference Form for Representative Project (Technical MT1 & MT2); and
- Appendix 3- Integrity Provisions- List of Names Form; and

#### 1.2.2 Financial Bid

Bidders must submit their Financial Bid (envelope two) using the Bid and Acceptance Form and in accordance with GI08 Bid Security Requirements of the General Instructions to Bidders.

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

### **2.1 MANDATORY TECHNICAL CRITERION**

For the mandatory technical criteria, the bidder must provide any information necessary to demonstrate its compliance with the technical criteria, or its bid will be deemed non-responsive.

#### **2.1.1 Mandatory Technical Criteria**

## Technical Evaluation- Mandatory Technical Criteria MT1 & MT2

### MT1 Bidder's Industrial Mechanical and Electrical project experience:

**Bidder must submit a Detailed Project Description and associated information, as applicable, for one (1) completed project demonstrating that they meet the following Mandatory requirements:**

- The project scope must have been completed in an industrial environment and must have included both a mechanical and electrical component with a combined minimum value of at least \$1,500,000.00 (excluding taxes); and
- The project scope must have been performed in an operating plant. *For purposes of this proposal, 'operating' means that for the duration of construction, the plant must have been functioning for its intended purpose and a 'plant' is any building or facility designed to produce and distribute centralized heating and cooling to a group of buildings;* and
- The project must have achieved completion after December 1st, 2005. *A completed project means a project where all the terms and conditions of the contract were met and where a certificate of completion has been issued or a final invoice paid and where the date on the certificate or payment instrument indicates the date of completion;* and
- Bidders must complete and submit the "Client Reference Form for Representative Project MT1" for the project as validation of the Bidder's representative project. If any of the information requested is not provided in the Bidders submitted "Client Reference Form for Representative Project MT1", Canada will provide a timeframe by which it must be provided. Failure to provide the requested information within the requested time frame will render the Bidder non-responsive.

**Note:** *The same project may be used for both MT1 and MT2 provided the project meets the mandatory requirements of each of MT1 and MT2 and provided that two Client Reference Forms are submitted ("Client Reference Form for Representative Project MT1" and "Client Reference Form for Representative Project MT2").*

### MT2 Bidder's Construction Management project experience:

**The Bidder must submit a Detailed Project Description and associated information, as applicable, for one (1) completed project demonstrating that they meet the following Mandatory requirements:**

- The project must have been completed and performed under a Construction Management Method of Delivery; and
- The project must have had a construction value of at least \$1,500,000.00 (excluding taxes); and
- The building must have been occupied by the client or partially occupied by the client while the work was being performed; and
- The project must have achieved completion after December 1st, 2005. A completed project means a project where all the terms and conditions of the contract were met and where a certificate of completion has been issued or a final invoice paid and where the date on the certificate or payment instrument indicates the date of completion; and
- Bidders must complete and submit the "Client Reference Form for Representative Project MT2" for the project as validation of the Bidder's representative project. If any of the information requested is not provided in the Bidders submitted "Client Reference Form for Representative Project MT2", Canada will provide a timeframe by which it must be provided. Failure to provide

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the requested information within the requested time frame will render the Bidder non-responsive.

**Note:** *The same project may be used for both MT1 and MT2 provided the project meets the mandatory requirements of each of MT1 and MT2 and provided that two Client Reference Forms are submitted ("Client Reference Form for Representative Project MT1" and "Client Reference Form for Representative Project MT2").*

### **SRE 3 PRICE EVALUATION**

The Financial Bid envelopes (envelope two) of all responsive Bids will be opened upon completion of the technical submission evaluation.

As per the **BID AND ACCEPTANCE FORM**, the TOTAL BID AMOUNT identified in section **BA03** will be used to establish the Bidder's Bid Price.

### **SRE 4 BASIS OF SELECTION**

The Bidder whose responsive Bid achieves the lowest Price will be awarded the contract.

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**BID AND ACCEPTANCE FORM (BA) (3 pages)**

**BA01 IDENTIFICATION:** Construction Management (CM) Services. The project will involve implementing a number of minor capital repairs and upgrades to various systems and assets at the Cliff Street CHCP, in order to maintain and improve the overall operational integrity of the asset.

**(a) Locations of Project:** Cliff Street Central Heating and Cooling Plant, 1 Fleet Street, Ottawa; and NRC Central Heating and Cooling Plant, 98 Sussex Drive, Ottawa

**(b) PWGSC Project Numbers:** R.074606.001; R.074608.002; R.068891.001; R.074629.001; R.078284.001; R.074618.001; and R.067627.003.

**BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Procurement Business Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**BA03 THE OFFER**

1. The Bidder offers Canada to perform and complete the Work for the above named project in accordance with the Solicitation Documents for the **TOTAL BID AMOUNT** of:

\$ \_\_\_\_\_ **excluding taxes.**  
(to be expressed in numbers only)

The **TOTAL BID AMOUNT** represents the sum of items a. + b. + c. + d. + e. and f. below, all **excluding Applicable Taxes:**

a. Project Administration and Required Services (from project commencement to substantial completion), including construction coordination services. A fixed monthly fee (Item 2. a of Annex A- Basis of Payment) of \$ \_\_\_\_\_ x eight and a half (8.5) calendar months= \$ \_\_\_\_\_

*\* For clarity, June 1 to June 30 would be one calendar month; February 1 to February 29 would be one calendar month, etc. Any partial months will be calculated on a prorated basis.*

b. Project Administration and Required Services (from substantial completion to final completion), including construction coordination services. A fixed monthly fee (Item 2. A of Annex A- Basis of Payment) of \$ \_\_\_\_\_ X one (1) calendar month= \$ \_\_\_\_\_

c. A Percentage Construction Fee (Item 2. b of Annex A - Basis of Payment) of \_\_\_\_\_% X **\$5,925,000.00**= \$ \_\_\_\_\_

d. Estimated Construction Cost: **\$5,925,000.00.**

e. Bonding and Insurance (refer to Item 4.i of Annex A - Basis of Payment) \$ \_\_\_\_\_

- f. Firm Per Diem Rates\*: Per Diem rates to be based on the Bidders hourly rate for the Bidders Personnel, times a full 8 hour work day (inclusive of payroll costs, overhead and profit) for Additional Personnel (Item 2.c of Annex A - Basis of Payment). The Bidder's Per Diem rates, submitted in response to this RFP, will be used to derive the Bidder's Hourly Rates (Bidder's Per Diem rate divided by 8 hours per day). These derived Hourly Rates are based on a 5 day work week. Payment for any additional services or personnel will be based on the hourly rate and paid on the basis of actual hours worked. Partial days will be prorated on actual hours worked based on an 8 hour work day. See table below:

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

\* The quantities and categories of personnel identified in 1. f above are for evaluation purposes only and should not be interpreted by the Bidder to be a commitment by Canada to request the services of any of the personnel for any quantity of days whatsoever.

2. In order to ensure that fair and competitive per diem rates are received for each of the category of personnel the following requirements must be adhered to:
  - a. The Bidder must provide rates for each category of personnel listed;
  - b. The per diem rate for any given listed category of personnel cannot be \$0.00 or nil value.

Failure to comply with a or b. above will render the bid non-responsive.

3. The Contractor is to hold the fixed monthly fee for any delays in any phases that would cumulatively affect the total duration of the phase by up to 3 months. The fixed monthly fee would be subject to negotiation for any phase which is delayed beyond 3 months. For any partial months, the fixed monthly fee will be calculated on a prorated basis.
4. Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.
5. Any errors in the addition or multiplication of the amounts in subparagraphs 1a, b, c, d. e. and f of BA03 will be corrected by Canada to obtain the TOTAL BID AMOUNT.

#### **BA04 BID VALIDITY PERIOD**

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

#### **BA05 ACCEPTANCE AND CONTRACT**

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1. Upon acceptance of the Contractor's Bid by Canada, a binding Contract will be formed between Canada and the Contractor. The documents forming the Contract will be the contract documents referred to in Contract Documents.
2. The contract value will be determined by adding the amounts bid for items BA03 1a, b, c, d, and e (excluding Applicable Taxes). Per-Diem rates as included in Article 1(f) are not included in the total contract value.

#### **BA06 CONSTRUCTION TIME**

1. The full scope of work must be completed within **nine and a half months (9.5 months)** from contract award.

#### **BA07 BID SECURITY**

1. The Bidder must enclose bid security in envelope two of its bid in accordance with G108 Bid Security Requirements.

#### **BA08 SIGNATURE**

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

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Signature

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Date

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## **ANNEX A- BASIS OF PAYMENT**

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

### **1. Construction Manager's Fee**

- Fixed Monthly Fee
- Percent Construction Fee
- Additional Personnel

### **2. Construction Costs**

### **3. Allowable Disbursements**

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

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

**2. Construction Manager's Fee**

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

**(a) Fixed Fee (paid monthly)**

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

**The fixed monthly fee will include but not be limited to:**

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

**(b) Percent Construction Fee**

**The percent construction fee includes:**

- (i) The Contractor's percentage mark-up for overhead, profit and general administration costs that are not included in ii (below).

- (ii) The construction, maintenance, operation and/or rental fee(s) of site field office(s) as required, including, but not limited to standard office expenses such as any photocopying, computer costs, Internet, all telephone and fax, cellular telephones, depreciation, rent and maintenance of office facilities, furniture, office equipment and supplies, taxi charges, parking, communication equipment, advertising and publications, long distance phone, bottled water, courier, stamps, software, office supplies and petty cash items.
- (iii) All costs that have not been identified for reimbursement under Annex A: Basis of Payment, Item 2 A) Fixed Monthly Fee, Item 2 C) Additional Personnel, Item 3 Construction Costs and Item 4 Allowable Disbursements must be included in the Percent Construction Fee.

The percent construction fee will be paid in arrears for each progress claim submitted in accordance with GC5 - Terms of Payment, during the Term of the Contract. The value of the percent construction fee for the payment period will be based on the construction cost of the work actually incurred during that period.

### **(c) Additional Personnel**

The Contractor must include in the Fixed Monthly Fees sufficient personnel to complete the Work within the time frame stipulated in BA06– Construction Time.

However, should Canada determine that, for the purposes of schedule acceleration, additional personnel is required, Canada will have the right to request that the Contractor provide such additional personnel for the performance of the Work or any part or parts thereof. Also, for the purpose of plant shut-down, (after-hour) overtime for additional personnel may be required.

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

In the event that additional personnel are required outside of the categories and rates described in the Bid and Acceptance form, the Contractor must provide, on Canada's request, one or more of the following price justifications for Canada's review and acceptance:

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

### **3. Construction Costs**

- (a) Determination of Construction Cost will be in accordance with SC05 Construction Costs and will be reimbursed in accordance with GC5 - Terms of Payment. Construction Costs will include:

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- (i) The actual, reasonable and direct costs of subcontracts;
- (ii) The actual, reasonable and direct costs incurred by the Contractor, as previously agreed to by Canada in performing the Work, as follows:
  - (A) Materials incorporated into the Work, including costs of transportation;
  - (B) Materials, products, supplies, equipment, temporary services and facilities, including transportation and maintenance thereof, which are consumed in the performance of the Work, and cost less salvage value on such items used, but not consumed, which remain the property of the Contractor;
  - (C) Tools, machinery and equipment, exclusive of hand tools, used in the performance of the Work, whether rented by the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof;
  - (D) As-built drawings, maintenance manuals and all other documents required to be provided prior to certification of Substantial Performance,
  - (E) Independent inspection and testing services other than those described in the construction documents;
  - (F) Temporary services, O & M Manuals, as-builts and engineering drawings;
  - (G) Site washrooms other than those furnished by Canada;
  - (H) Health and Safety sundries for visitors (hard hats, boots, gloves, goggles, masks, etc.);
  - (I) Bilingual Site signage;
  - (J) Utility costs, as applicable;
  - (K) The cost of safety measures and requirements;
  - (L) Cleaning materials supplies, hand tools and consumables;
  - (M) Site photos;
  - (N) Printing of construction documents;
  - (O) Removal and disposal of waste products and debris.

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

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

However, the Contractor will be reimbursed for the labour expended by the Contractor's carpenters and general site labourers for any physical construction work related to RS 16- Construction General Requirements which received prior approval from the Departmental Representative(DR). Site labour costs that have been authorized by the DR will be paid monthly in arrears.

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

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

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

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

- (i) The cost of the Contractor's insurance and bonding. (All insurance and bonding costs must be identified and submitted up front in section BA03 of the Bid and Acceptance Form. Only costs that are identified in the Bid and Acceptance form submitted by the bidder will be reimbursable. The amount shown in Section BA03 is considered the upset limit. All cost reimbursements will be made upon receipt of proof of actual costs. Under no circumstances will the reimbursement be higher than the upset limit.)
- (ii) Fees, levies, permits, costs and charges levied by authorities having jurisdiction at the Site; (as described in BA03 of the Bid and Acceptance Form and RS 16.4- Fees, Levies and Certifications of the Terms of Reference.)

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

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## ANNEX B- TERMS OF REFERENCE

### SECTION 1 Description of Project

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

### SECTION 2 Description of Required Services and Work

RS1 General Administration Services  
RS2 Project Meetings  
RS3 Advice throughout the Project  
RS4 Time Services  
RS5 Cost Services  
RS6 Risk Management  
RS7 Scope Control  
RS8 Reporting and Project Site Documents  
RS9 Health and Safety Planning and Implementation  
RS10 Ongoing PWGSC Projects and Operations  
RS11 Quality Control  
RS12 Commissioning  
RS13 Tendering the Work  
RS14 Construction Monitoring  
RS15 Subcontractor's Changes (Notices and Orders)  
RS16 Construction General Requirements

### SECTION 1 DESCRIPTION OF PROJECT

#### PD1 PROJECT INFORMATION

The project will involve implementing a number of minor capital repairs and upgrades to various systems and assets at the Cliff Street CHCP, in order to maintain and improve the overall operational integrity of the asset.

#### 1.1 Locations of the Project:

- (1) Cliff Street Central Heating and Cooling Plant- 1 Fleet Street, Ottawa
- (2) NRC Central Heating and Cooling Plant- 98 Sussex Drive, Ottawa

#### 1.2 PWGSC Project Number(s):

R.074606.001;  
R.074608.002;  
R.068891.001;  
R.074629.001;  
R.078284.001;  
R.074618.001; and  
R.067627.003.

1.3 **Client:** PWGSC, National Capital Operations, Utility Management Services

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## **PD2 PROJECT DESCRIPTION**

### **PD2.1 OVERVIEW**

Public Works and Government Services Canada (PWGSC) is in the process of improving the reliability and efficiency of the existing mechanical and electrical systems within the Cliff Street CHCP. This project requires industrial construction and industrial commissioning. The purpose of this Request for Proposal is to engage the services of a successful bidder as Construction Manager (referred to as Contractor) in order to carry out the work and to accelerate project delivery.

The industrial nature of this work requires highly specialized trades who are experienced in high pressure steam and natural gas pipe welding, industrial instrumentation and high voltage electrical supply.

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

#### **PD 2.1.1 CONSTRUCTION OPERATIONS**

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

- a) Provide manpower as required to achieve and complete the Project scope within the mandatory milestones;
- b) Plan, schedule and coordinate work with input from Plant Chief;
- c) Onsite contractor parking will not be provided; and
- d) Provide sanitary facilities as required by Provincial regulation for the expected workforce.

#### **PD 2.2 SCOPE OF WORK**

**An outline of the work is:**

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

#### **PD2.3 ESTIMATED CONSTRUCTION COST**

The estimated breakdown of the construction value is as follows:

Cliff Work Package 1	\$ 700,000.00
- Tunnel Isolation Valves	
- Replace 2 air compressors	
- Replace/Rebuild River Water Pumps	
- Replace switchgear cells 1,2,3	
Cliff Work Package 2	\$ 795,000.00
- Upgrade UPS	
- Backup Transformer Replacement	

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- Replace defective switchboard	
Cliff Work Package 3	\$ 780,000.00
- Sewer pump and Line Replacement	
NRC Work Package 4	\$ 725,000.00
- Install Actuators on Chillers	
- Install new chemical room	
- Install new operator booth	
NRC Work Package 5	\$ 710,000.00
- Replace damaged transformer	
Cliff Work Package 6	\$ 590,000.00
- Implementation of Expansion Joint Study Options	
- Install Condenser Water Strainers at DNDHQ	
- Electrical Vault Ventilation	
Cliff Work Package 7	\$ 640,000.00
- Condenser Water Outfall Pipe Repair/Replacement	
- Replace capacitor	
Cliff Work Package 8	\$ 505,000.00
- Wellington Branch Repairs	
- Replace desuperheater valve	
- Replace refrigerant valves	
Contingency	\$ 480,000.00
The total estimated construction value is <b>\$5,925,000.00.</b>	

#### **PD2.4 BRIEF DESCRIPTIONS OF SUB-PROJECTS**

##### **Work Package No. 1**

The following 4 sub-projects will be included in this work package:

##### **Tunnel Isolation Valves**

The steam condensate and chilled water lines located within the tunnel system at Cliff CHCP require isolation for purposes of repairs, maintenance, and for the addition of new clients. The system does not have many isolation valves and as a result many buildings have to be taken off-line for each event. For CHW events, the process is extended to accommodate draining and filling rates.

##### **Replace Two Air Compressors**

The plant produces and supplies compressed air for use in the day-to-day CHCP operation. The compressed air is needed to produce enough control air throughout the distribution system. There currently remains two, water-cooled air compressors that are at the end of their mechanical lifecycle, are inefficient and expensive to operate in terms of maintenance upkeep and repair costs.

### **Replace / Rebuild River Water Pumps**

Condenser and deep well pumps at Cliff CHCP are near the end of their lifecycle and require servicing. Although they are expected to be replaced within 5-8yrs, their continued reliability is critical to ongoing operations. 1 deep well pump must remain in service. At least 2 condenser water pumps must remain in service during fall/winter seasons. Additional operational constraints may apply and the CM is required to determine quickest/easiest route to completion while satisfying operational requirements.

The scope of this project is to overhaul deepwell pumps 1 and 2 and river water pumps 1-5. All motors should be serviced, except for motors fed from M117 and M118 – 18 and 20K United States Gallon Per Minute (USGPM) pumps.

### **Replace Cells 1, 2 & 3 front and rear**

The electrical switchgear at the NRC plant is outdated and has passed its life cycle. Cells 1,2 and 3 must be replaced

## **Work Package No. 2**

The following 3 sub-projects will be included in this work package:

### **Upgrade Uninterrupted Power Supply (UPS)**

The Uninterrupted Power Supply (UPS) and batteries at Cliff St CHCP have surpassed their life expectancy and must be replaced. The scope of this project is to replace the existing UPS with a new one. Consideration should be given to the capacity of the existing and confirm that requirements have not changed and if they have, the new UPS should be designed to accommodate these changes.

### **Purchase of Backup Transformer for Boiler System**

Boilers 1 through 4 at the Cliff Street CHCP are each equipped with one of the same type of 600-480 volt step down transformers. All transformers are presently identical in age, manufacturer and specifications. Boiler transformers are a critical part of the system since the boilers cannot function without them.

The scope of this project is to purchase a single, suitable replacement transformer with appropriate storage provisions (on or off site). This type of transformer is uncommon and the purpose of purchasing a transformer is to have one available for use in the case of failure of any of the existing ones. The existing transformers are dirty and must be cleaned, inspected, and tested as part of this project.

### **Replace Defective Main Switch Board**

The main switch board inside the electric vault at NRC CHCP has passed its life cycle and replacement parts are hard to obtain. The purpose of this project is to replace the main switch board while the vault ceiling is opened for the replacement of the transformer (being completed in Work Package #5).

## **Work Package No. 3**

The following project is included in this work package:

### **Sewage Pumping System**

Due to the plant elevation, it is necessary to pump sewage from the Cliff Street Plant to the City of Ottawa sewer located on Wellington Street. A pumping station pumps the sewage approximately 40 meters to a manhole adjacent to Wellington Street, where it flows into the city main. The current system was installed in 2000 and has been found to be under-capacity and in need of repairs.

The Contractor must address issues including:

1. Water hammer arrestors
2. Additional cleanouts as required for maintenance
3. Pump upgrade and analysis of required capacity
4. Piping configuration optimized for system drainage and cleaning operations etc.
5. Pipe material, size, phasing (new pipe vs. co-ordination of repairs to existing)

#### **Work Package No. 4**

The following 3 projects are included in this work package:

##### **Installation of Actuated Chiller Valves**

The installation of these devices will improve client service, reduce interruptions and improve efficiency of the services provided by the NRC CHCP. The opportunity to respond to chilled water requirements in a timely and effective manner will improve operations and continuous service delivery.

The scope required for this issue will be to install actuated chiller valves, enable and commission remote chiller operation from the Cliff Street CHCP while the NRC CHCP is unattended.

##### **Chemical Test/Storage Room**

There is currently no room dedicated to storage and handling of the chemicals used for water treatment in the NRC CHCP. A designated room reduces risks associated with handling and storage of these chemicals and is a health and safety requirement.

The scope of this project will be to construct a chemical treatment system and storage room as per the engineering report, that will meet the total plant requirements for chemical storage and handling. Double walled storage vessels with remote filling capability to minimize site handling of chemicals is required.

##### **Operator Control Booth**

Normal plant operations require an operator booth or area in order to monitor plant operations on a continuous basis. The area needs to provide protection for the operator from the plant noise and common temperature extremes. A new boiler installation did not provide for an operator area and the existing one is three floors up on the main floor which is removed from the boiler operation.

The scope of this project will be to construct a booth or area which provides an acceptable work environment for the plant operators and associated monitoring systems in the NRC CHCP.

#### **Work Package No. 5**

The following project is included in this work package:

##### **Replace Transformer**

Transformer T 5, the 600 volt transformer supplying power to National Research Council CHCP, failed as a direct result of water entry in the ceiling of the transformer room. As a temporary measure, the electrical load was transferred to another transformer serving the NRC Science Laboratory, which was originally sized to accommodate the limited additional load in case of an emergency.

### **Work Package No. 6**

The following 3 projects are included in this work package:

#### **Expansion Joint / Anchor Repair (implement study recommendations)**

The purpose of this project is to replace aging expansion joints and to repair and/or reinforce support anchors in the steam and condensate lines inside the tunnel system at the Cliff CHCP.

#### **Install Condenser Strainers on Chillers at DNDHQ**

The purpose of this project is to supply and install condenser water strainers on the chillers at NDHQ and provide backwash piping to a suitable drain. The Contractor must provide an analysis of scope of work adequate to assist in determination of possible strainer locations.

#### **Electrical Vault HVAC**

The purpose of this project is to redesign the HVAC system for the electrical vaults at Cliff CHCP (13.2kV/600V room + 4.16kv room). In 2015 new electrical loads were added: new electric chiller complete with Variable Speed Drive (vsd), new 4.16kv transformers. New loads for CHW distribution pumps with dedicated VSD's will also be added in the next year. The new HVAC system must be designed to efficiently maintain ambient conditions with electrical loads ranging from 500kW – 9000KW plus the applicable pro-rated vsd, transformer, and make-up air loads. If the present intake system is retained on the east window a suitable filtration system must be added to ensure pollen and other airborne debris are not drawn into the room or electrical enclosures. The system should be expandable and pre-designed to accommodate the potential conversion of chillers 1 and 2 using a new HV circuit and transformer in an arrangement similar to chillers 3 and 4. This project must be completed prior to 2016 cooling season.

### **Work Package No. 7**

The following 2 projects are included in this work package:

#### **Condenser Water Outfall Pipe Renewal**

The condenser water outfall pipe at the Cliff Central Heating & Cooling Plant (CHCP) serves to discharge condenser water used in the cooling process into the Ottawa River. The current condition of this pipe is that it is in a compromised state, with several cracks and openings along its length, and around joints, that can let the condenser water escape. The pipe is located underneath the Cliff CHCP parking lot and the National Capital Commission's (NCC's) recreational path that follows the Ottawa River bank. Escaping condenser water could result in erosion of the soil underneath the parking lot and path.

Based on the current information available to PWGSC implement the option of lining and stabilizing the pipe. The scope of stabilization required is to be determined by appropriate geotechnical exploratory methods to examine subsurface condition. Once complete they will

either confirm the assumed conceptual direction to line and stabilize the pipe or present a more economical or operationally attractive solution.

### **Replace Capacitor**

The capacitor inside the electrical vault at the NRC Plant is defective, outdated and has passed its effective life cycle. Replacement parts are difficult to obtain. The purpose of this project is to replace the capacitor while the vault ceiling is open for the replacement of the transformer.

## **Work Package No. 8**

The following 3 projects are included in this work package:

### **Wellington Building Steam lines to Sparks St. Block III Buildings**

The purpose of this project is to increase steam supply pressure to 90psig in the Wellington building PRV. Two 3"dia steam lines pass through the building sub-basement and basement to supply steam to the National Press Bldg, Dover, Brouse/Slater and Booth Bldgs. These steam lines require redesign for new pressure rating and existing deficiencies.

### **Replace Desuperheater Valve**

Service or replace desuperheater valves, including but not limited to the replacement of temperature sensors for chiller 1 and 2.

### **Replace Refrigerant Valves on Chiller 1, 2 & 3**

Repair or replace valves and/or to add check valves to maintain the operability and integrity of chiller refrigerant valves on chillers 1 and 2 to ensure positive isolation of between chiller 1 and 1A compressors.

Investigate valving on refrigerant storage vessel for chiller 3. Ensure potential for liquid expansion of refrigerant is eliminated by removal of redundant valves and/or addition of pressure relief valves and lines to vessel. Compliance with B52-13 is required.

## **PD2.4 SCHEDULE**

- a) Substantial Performance of the Project is 38 weeks from contract award, or sooner if possible.
- b) Final Completion of the Project is 42 weeks from contract award, or sooner if possible.

## **PD 3 PROJECT TEAM**

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

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

### **PD 3.1 PWGSC DEPARTMENTAL REPRESENTATIVE**

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

For a definition of Departmental Representative (DR) refer to R2810D [General Condition \(GC\) 1 - General Provisions - Construction Services](#).

### **PD 3.2 PWGSC COMMISSIONING MANAGER**

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

- a) Review all documentation at all stages of Project delivery;
- b) Monitor commissioning activities and the reported results;
- c) Ensure that all operation and maintenance issues are addressed;
- d) Witness tests with the Consultant and the Contractor's Commissioning Specialist; and
- e) Set up staffing, service contracts, spare parts and special equipment for operations in consultation with the Contractor and the Consultants.

### **PD 3.3 CONSULTANT**

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

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

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

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

### **PD 3.5 CONTRACTOR**

The Contractor is being contracted directly with PWGSC. The Contractor must provide all Services and Work described in this document and must coordinate and cooperate with all members of the Project team.

## **PD 4 PROJECT GOALS**

The Project goals are:

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1. To complete all repair and replacement projects in coordinated fashion minimizing the need for shut downs and disruption to the client in 38 weeks from contract award, (fully commissioned).
2. To complete all aspects of the project in 42 weeks from contract award.

## **SECTION 2 DESCRIPTION OF REQUIRED SERVICES and WORK**

### **RS 1 GENERAL ADMINISTRATION SERVICES**

All Required Services will be included in and covered by the fixed monthly fee identified in BA03 1a) of the Bid and Acceptance Form.

#### **RS 1.1 GENERAL PROJECT DELIVERABLES**

Where project deliverables are required within the plans and specifications or within the contract terms, the Contractor must provide three (3) paper copies, in a size and format suitable for easy reading and understanding of the information being conveyed, plus one (1) electronic copy in unprotected native format and one (1) electronic copy in portable document format (\*.pdf), unless otherwise specified.

#### **RS 1.2 ELECTRONIC COMMUNICATIONS**

All parties must communicate electronically by e-mail and using software acceptable to PWGSC. Acceptable software is:

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

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

#### **RS 1.3 CORRESPONDENCE**

The Contractor must distribute all correspondence related to this project as directed by the DR. The Contractor must also develop a communication protocol to be approved by the DR and incorporate it into the Project delivery.

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

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

Some examples of acceptable email subject lines:

- a) **R.061129.001** Communication Plan
- b) Communication Plan **R.061129.001**

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Some examples of unacceptable email subject lines:

- a) Re:
- b) Com. Plan

#### **RS 1.4 MEDIA RELATIONS**

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

#### **RS 2 PROJECT MEETINGS**

The Contractor must coordinate bi-weekly meetings, at the project site or in the offices of PWGSC or the Consultant.

##### **DESIGN MEETINGS**

The DR or the Consultant will chair the design meetings and distribute the meeting minutes. The Contractor's Senior Project Manager must attend these meetings.

##### **CONSTRUCTION MEETINGS:**

The Contractor must hold project team construction meetings with PWGSC, the consultant's team, the Contractor's Project Manager and the plant superintendent, bi-weekly. The Contractor's Field Engineer and Site Safety Officer may be required to attend. Meetings are to discuss and coordinate the Work and its progress. The Contractor must prepare and distribute meeting minutes within two (2) working days; with copies to the Project team.

The Contractor must hold separate construction meetings with its Subcontractors relating to progress, work coordination and Health & Safety. The Contractor must prepare and distribute meeting minutes within two (2) working days, with copies sent to the DR.

##### **COMMISSIONING MEETINGS:**

Once commissioning commences, the Contractor must hold separate commissioning meetings with Subcontractors, PWGSC and the Consultant. Meetings are to discuss and coordinate the commissioning of Work and its progress. The Contractor must prepare and distribute meeting minutes within two (2) working days; with copies to the Project team.

#### **RS3 ADVICE THROUGHOUT THE PROJECT**

The Contractor must act as an advisor to the Project team throughout the Project.

##### **The Contractor must:**

- a) Analyze the background documents and reports. Provide recommendations on construction feasibility, availability of materials and labour, time requirements for installation and construction and factors related to cost including costs of alternative designs or materials, preliminary budgets and possible economies;

- b) Provide suggestions and/or alternatives for Phasing, Work Packages, grouping of activities, implementations methods and/or timing, which would accelerate the schedule, reduce projects costs and minimize user's impacts;
- c) Provide value engineering and life cycle costing for options being considered, if required;
- d) Ensure construction completion milestones are adhered to and provide corrective measures as required;
- e) Provide active and ongoing advice on project risk and how to mitigate such risk, Review the Risk Management Plan (RMP) prepared by PWGSC and provide input to the Project team;
- f) Conduct oneself as an equal member of the project team managed by the DR; and
- g) Assist in providing liaison and coordination among government authorities such as NCC, utilities and other authorities having jurisdiction.

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

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

Where possible the Contractor must recommend alternative solutions whenever design details affect construction feasibility or Schedules.

The Contractor must review and return one marked-up set of documents with detailed, written comments relating to the reports, drawings, details and specifications to the DR and a second copy to the Consultant.

The Contractor must refer all questions relating to interpretation of the documents prepared by the Consultant, to the Consultant with a copy to the DR. In the event of continuing interpretation difficulties, refer the issues with all required background material to the DR for resolution; the DR's interpretation must be deemed final and conclusive.

### **RS 4 TIME SERVICES**

The Contractor must employ an experienced scheduler who is fully conversant with all aspects of project planning, scheduling and construction sequencing. Planning and scheduling for this project must be a continuous interactive process requiring planning, action, measurement, evaluation and ongoing revision. The Contractor's scheduler must play a major role in the development and monitoring of the Project Schedule, providing scheduling services from commencement of the award of the Contract, through construction, commissioning, including the warranty period.

The Contractor must prepare, monitor, update and maintain the overall Schedule for the duration of the Project, in accordance with appended specifications. The Contractor must review and update the overall schedule as required or as a minimum, on a bi-weekly basis, for review by the project team at the team meetings.

Following consultation with the Project team the Contractor must incorporate the sequence and timing of the required basic program decisions, including design time, documentation, bid calls, bid evaluations,

subcontract awards and on-site construction activities and commissioning into the Schedule. The Contractor must also:

- a) Revise, monitor and update the preliminary Schedule as the Project proceeds;
- b) Finalize the overall Schedule for the approval of the DR;
- c) Estimate the manpower requirements for the Work;
- d) Break down the Schedule into individual networks and tasks for each package of Work in the Project;
- e) Indicate the sequence and timing for the construction operations and the milestone completion dates for the Work packages;
- e) During the design stage of the Services, identify items or processes where long lead times are required that could impact the Schedule;
- f) Pre-purchase items and implement procurement methodologies to ensure timely delivery to meet the Schedule;
- g) Assess the risk to the Project Schedule for late deliveries;
- h) Identify and implement methodologies aimed at mitigating and minimizing the impact of construction activities on PWGSC operations;
- i) Provide adequate manpower to ensure project milestones are maintained. Ensure subcontractors also have adequate manpower; and
- j) Inform the DR and Consultant in writing immediately of schedule slippage of more than one week. Recommend corrective actions to ensure the Project remains within the project completion milestones.

No acceptance or approval by PWGSC, whether expressed or implied will be deemed to relieve the Contractor of its professional or technical responsibility for the Contractor's schedule and monthly reports. Neither does acceptance of a change by PWGSC in any way abrogate the Contractor's responsibility to maintain the Project schedule milestones throughout the life of the Project and to undertake corrective action should there be a change for any Work package, which differ significantly from the approved schedule.

## **RS 5 COST SERVICES**

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

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

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

Within the limits of the Estimated Construction Cost, the Contractor must establish estimates for Work packages, as well as make and document assumptions for Work not yet defined. The Contractor must then submit to the DR for review. The Contractor must update and refine the estimates for the approval of the DR as the development of the drawings and specifications proceeds.

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

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

The Contractor should incorporate into the cost estimating process and cost estimates, a broad range of cost techniques, including the following:

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

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

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

At all times, the Contractor must make available to the DR and the Consultant all costing estimates, information, assumptions, etc. related to the Work.

The Contractor must prepare Class A cost estimates for each Work package in advance of the tender of that package.

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

**The Contractor must provide a monthly report containing the following information:**

1. Elemental or other format Estimate Summary;
2. Estimate Back-up Detail: basis for escalation, inflation and contingency calculations, Detailed measurement and pricing;
3. Narrative;  
Outline description of estimate basis;

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Description of information obtained and used in the estimate.

Listing of notable inclusions;

Listing of notable exclusions; listing of items/issues carrying significant risk;

4. Reconciliation against last submission; and
5. Any other relevant information

The Contractor must provide a sample of the report to the DR for acceptance. As required by the DR, the Contractor must revise to incorporate any comments.

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

The Contractor must inform the DR and Consultant in writing immediately of any issue and recommend actions to ensure the project remains within the Estimated Construction Cost.

The Contractor must provide timely identification and early warning of all changes that affect or potentially affect the Construction Budget. Where possible the Contractor must suggest appropriate mitigating measures including proposed alternative design solutions to bring the Project back on budget.

**The Contractor must provide an exception report which must include sufficient description and cost detail to clearly identify the following:**

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

Acceptance or approval by PWGSC, whether expressed or implied must not be deemed to relieve the Contractor of its professional or technical responsibility for the Contractor's estimates and monthly reports. Acceptance of an estimate by PWGSC does not in any way abrogate the Contractor's responsibility to maintain the Estimated Construction Cost throughout the life of the Project and to undertake corrective action should the lowest acceptable bid, for any Work package, differ significantly from the approved estimate.

## **RS 6 RISK MANAGEMENT**

The Contractor must provide ongoing support to the DR in identifying risks throughout the Project life cycle and provide input and assessment of the Risk Management Plan (RMP). The Contractor must provide the DR written comment on the RMP at each stage of the Project as well as and including risk changes in the monthly report.

## **RS 7 SCOPE CONTROL**

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The Contractor must immediately advise the DR of any potential increase or decrease in scope **before** it affects project cost, schedule or quality.

## **RS 8 REPORTING AND PROJECT SITE DOCUMENTS**

The Contractor must submit written, sample reports on a) a weekly and b) a monthly schedule to the DR for approval and as required by the DR, the Contractor must revise to incorporate any comments.

### **RS 8.2 WEEKLY REPORTING**

The Contractor must complete and submit reports on Friday of each work week. The weekly reports must include:

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

### **RS 8.3 MONTHLY REPORTING**

The Contractor must complete and submit reports on the last working day of each month, along with their Request for Progress payment. Monthly reports must include:

- a) A schedule update (PDF and native format) and narrative summary report;
- b) A construction Budget report, including detailed change order log, invoicing and payments;
- c) A quality management report, including listing of new and outstanding issues;
- d) An environmental and waste management report;
- e) A Health and safety status report, including narrative on the application or adjustment to the Construction Manager's Health and Safety Plan, Site-specific risk and hazard assessments, as well as any incidents, near misses and resulting actions; and
- f) A copy of the Site Superintendent's daily logbook and daily photographs, certified as true copies, as a separate report or volume.

### **RS 8.4 PROJECT SITE DOCUMENTS**

The Contractor must maintain at the Project Site, at all times, copies of all project contracts, any requested material samples, purchases, materials, equipment, maintenance and operating manuals and instructions, and other Work related documents, including revisions

## **RS 9 HEALTH AND SAFETY PLANNING AND IMPLEMENTATION**

- a) The Contractor must assume the role of "Constructor" as described in the Ontario Occupational Health & Safety Act (Revised Statutes of Ontario, 1990 Chapter O.1, as amended) and the Regulations for Construction projects (213/91 as amended; current edition) for all aspects of the Project. Further, the Contractor must comply with and enforce the requirements of 1) the National Building Code of Canada (NBC Most Current Edition), Part 8 Safety Measures at Construction and Demolition Sites and Provincial Regulations for Construction Projects; and 2) the Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and the provision of Material Safety Data Sheets (MSDS).
- b) The Contractor must schedule and administer Health and Safety meetings with the DR prior to commencement of Work.
- c) The Contractor must comply with the Ontario Occupational Health & Safety Act (R.S.O., 1990 c.O.1, as amended) and the Regulations for Construction projects (213/91 as amended; current edition).
- Comply with health and safety elements of CAN/CSA, Z462-12 (Workplace Electrical Safety Standard)
  - Comply with CAN/CSA-Z460-10 (R2010) - Control of Hazardous Energy
- d) The Contractor must give precedence to health and safety of the public and Site personnel and protection of environment over cost and Schedule considerations for Work. Work at Site may involve contact with hazardous materials.
- e) The Contractor must perform a site-specific safety hazard assessment related to the entire Site and Work within the Cliff CHCP.
- f) The Contractor must develop and implement a Site-specific Health and Safety plan (HASSSP) for all aspects of this Project. The HASSSP must be based on a preliminary and ongoing hazard assessment of the Project to be performed.
- The Contractor must update the HASSSP as site conditions or hazards change.
  - The Contractor must inform all persons on the Site, daily, in the change of conditions or hazards
  - The Contractor must resubmit the updated plan to the DR immediately.
- g) The DR will review Contractor's HASSSP and provide comments to Contractor within **five (5) days** after receipt of plan. The Contractor must revise the HASSSP as appropriate and resubmit plan to DR within three (3) days after receipt of comments from DR. The DR's review of Contractor's final HASSSP must not be construed as approval and does not reduce the Contractor's overall responsibility for construction Health and Safety.
- The Contractor must submit to the DR, submittals listed for review. Submit promptly and in orderly sequence to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for extension of Contract Time and no claim for extension by reason of such default will be allowed.
  - The Contractor must not proceed with any Work affected by submittal, until review is complete.
  - Immediately after award of Contract, the Contractor must submit to the DR their Workers' Compensation Board status.

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

#### **RS 9.1 ON SITE PERSONNEL**

During the contract, the Contractor must provide as a minimum, the following:

- a) One (1) qualified Site Superintendent, on site at all times when construction operations are underway; and
- b) One Health and Safety Officer, who must attend project meetings and be available at the Site to document Site conditions, job hazards and provide direction to construction workers or operational personnel on health and safety matters.

The Contractor must ensure safety inspections occur daily, directing workers or operational personnel on health and safety matters.

#### **RS 10 ONGOING PWGSC PROJECTS AND OPERATIONS**

##### **Construction by Other Contractors or Workers**

1. Canada reserves the right to send other contractors or workers, with or without Plant and Material, onto the site of the Work.

2. When other contractors or workers are sent on to the site of the Work, Canada will:
  - a. enter into separate contracts, to the extent it is possible, with the other contractors under conditions of contract that are compatible with the conditions of the Contract;
  - b. ensure that the insurance coverage provided by the other contractors is coordinated with the insurance coverage of the Contractor as it affects the Work; and
  - c. take all reasonable precautions to avoid labour disputes or other disputes arising from the work of the other contractors or workers.
  
3. When other contractors or workers are sent on to the site of the Work, the Contractor must:
  - a. co-operate with them in the carrying out of their duties and obligations;
  - b. co-ordinate and schedule the Work with the work of the other contractors and workers;
  - c. participate with other contractors and workers in reviewing their construction schedules when directed to do so;
  - d. where part of the Work is affected by or depends upon the work of other contractors or workers for its proper execution, promptly report to Canada in writing and prior to proceeding with that part of the Work, any apparent deficiencies in such work. Failure by the Contractor to so report shall invalidate any claims against Canada by reason of the deficiencies in the work of other contractors or workers except those deficiencies that are not then reasonably discoverable; and
  - e. when designated as being responsible for construction safety at the place of work in accordance with the applicable provincial or territorial laws, carry out its duties in that role and in accordance with those laws.
  
4. If, when entering into the Contract, the Contractor could not have reasonably foreseen nor anticipated the sending of other contractors or workers on to the site of the Work and provided the Contractor
  - a. incurs extra expense in complying with the requirements of paragraph 3) of GC3.7; and
  - b. gives Canada written notice of a claim for that extra expense within thirty (30) days of the date that the other contractors or workers were sent onto the Work or its site.

Canada shall pay the Contractor the cost of the extra labour, Plant and Material that was necessarily incurred, calculated in accordance with GC6.4, "Determination of Price".

## **RS 10.1 PWGSC OPERATIONS**

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

## **RS 11 QUALITY CONTROL**

The Contractor must develop a Quality Management System to ensure that the specified quality standards for the Project are achieved.

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

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

The Contractor must **provide field engineering quality control services responsible for:**

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

## **RS 12 COMMISSIONING**

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

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

### **RS12.1 COMMISSIONING PLAN**

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

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

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

- p) Witnessing all testing including testing of all components, systems and integrated systems. This includes, but is not limited to, a complete verification of the controls sequence of all systems;
- q) Completing and sign-off all verification reports and compile into a comprehensive Commissioning Manual as the Project progresses, including Commissioning Manual updates to include seasonal commissioning activities;
- r) Organizing commissioning meetings at a minimum weekly, preparing agenda, chairing meetings, preparing minutes and distributing them;
- s) Providing Schedules related to all commissioning activities as well as reporting and monitoring. Present an updated commissioning Schedule at all commissioning meetings. Identify any variances and issues to be addressed at those commissioning meetings;
- t) Assisting in the labeling protocols by gathering all forms dealing with product information from various Subcontractors and reviewing and verifying that the information is correct. The physical labeling requirements are the responsibility of the Subcontractors;
- u) Confirming that the Subcontractors' Work is sufficiently complete prior to start up so that inspections are carried out, deficiencies identified by the Consultants and corrected by the Subcontractors;
- v) Gathering all the start-up reports, reviewing format and content against manufacturer's instructions prior to start-up, ensuring that they reflect the procedures listed in the manufacturer's instructions;
- w) Managing the process of developing the testing and performance verification. The Commissioning Specialist must prepare project specific verification forms. All forms must be submitted to the Consultant and PWGSC Commissioning Manager for review and comment. Update the forms as required. During testing the Commissioning Specialist must record all results and report any variances to the PWGSC Commissioning Manager and Consultant; and
- x) Coordinating all shutdowns of the Cliff Central Heating and Cooling Plant with the Plant Superintendent, the DR and UMS team.

### **RS 13 TENDERING THE WORK**

It is understood that the Contractor must deliver the construction services called for in this Terms of Reference through the use of subcontractors. There are a total of 8 Work Packages that consist of 20 identified sub-projects.

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

The Contractor must include in all contracts entered into with any Subcontractor such provisions of their Contract as they apply to a Subcontractor's responsibilities, (the Crown does not require or request bonding or sub-bonding for any of the subcontractors hired by the Contractor. If the Contractor chooses to have their subcontractors sub-bonded they must do so at their own cost).

The Contractor must allow for up to eight (8) additional major tenders (over \$25,000) and up to ten (10) additional minor tenders (less than \$25,000) during the contract period.

- 1) In subcontracting for the construction, the Contractor must:
  - (a) In consultation with the Consultant, prepare tender and contract documents that clearly set out the requirements for materiel and services;
  - (b) Using standard construction industry documents, such as CCDC 11 - 1996 (R2006) Contractor's Qualification Statement, ensure that subcontractors in trades that are essential to the successful delivery of the Work, are pre-qualified prior to being invited to submit tenders;
  - (c) Enter into contracts with qualified subcontractors who submit the lowest-priced compliant tenders;
  - (d) Manage subcontractors and ensure they provide the required services in a manner consistent with the terms and conditions of this Contract and achieve timely delivery of quality services at the lowest cost;
  - (e) Establish quality and performance requirements and monitor subcontractor performance, including quality of deliverables, adherence to schedules and costs;
  - (f) Provide for dispute resolution, initiation of subcontract amendments and payments; and
  - (g) Entry into subcontracts on a time and material basis is dependent on following the process outlined in this section and where an upset limit has been established. Upset limits do not preclude proper reporting procedures required by the Departmental Representative.
  
- 2) The Contractor must obtain open, fair and competitive bids for the subcontracts required for each portion of the Work in accordance with the following requirements:
  - (a) Subcontracts estimated at less than \$25,000 including all applicable taxes, may be single-sourced to qualified suppliers, upon the written approval of the DR.
  - (b) For subcontracts estimated between \$25,000 and \$99,999 including all applicable taxes, tender to a minimum of three qualified subcontractors or supplier for each Work package. The solicitation must be done in a manner that encourages competition, fairness and impartiality. The Contractor, upon the written consent of the DR, may set aside the requirement to solicit a minimum of three (3) bids if it has demonstrated to the satisfaction of the DR, that less than three (3) firms are capable of performing the Work.
  
- 3) For subcontracts estimated at \$100,000 or more, including all applicable taxes, advertise publicly through MERX™ Private, in accordance with the following open bidding procedures:
  - (a) The public advertisement must include, at a minimum, a description of the nature of the Work to be performed, information regarding any technical requirements, financial guarantees or other documentation to be provided with the bid, the completion date for the Work, the address of the bid closing location and the final date and time for receiving bids, the identification of a contact point for obtaining bid documents and from which further information may be obtained, the date, time and place of the public opening of the bids.
  - (b) Tender documentation must include all of the public advertisement information, as well as identification of the bid validity period, the criteria for awarding the contract including any factors other than price to be considered in the evaluation of bids, the terms of payment and any other terms or conditions.

- (c) During the solicitation the Contractor must reply promptly to any request for bid documents or any reasonable request for relevant information made by a supplier participating in the tender. Information provided in response to questions during the tender period must be provided to all bidders.
- 4) The receipt and opening of bids and the awarding of contracts must be consistent with the following:
- (a) Bids must be opened in the presence of a least two representatives of the Contractor, as well as a representative of Canada, all of whom will act as witnesses to the opening by verifying and signing the Record of Bids received.
- (b) Contracts must be awarded in accordance with the requirements specified in the notices and bid documentation, and must be submitted by a supplier that complies with the terms and conditions of the bid documents.
- (c) The Contractor must, upon request, promptly inform suppliers participating in the bid of decisions on contract awards.
- 5) The Contractor must:
- (a) Seek pre-approval from the DR for any deviation from the competitive subcontracting process and make the documentation available to PWGSC.
- (b) Demonstrate to the DR that it has a competitive subcontracting process and a prequalification process, reflecting best industry practices.
- 6) The Contractor must analyze the bids received and recommend awards to the DR through a trade contract award recommendation. The format of the trade contract award recommendation is the responsibility of the Contractor, however, at a minimum; the recommendation must include copies of the following documents:
- (a) Prequalification Phase (if applicable) – copies of prequalification documents such as CCDC 11 - 1996 (R2006) Contractor's Qualification Statement or equivalent, the list of contractors submitting applications for prequalification and the results of the evaluation of prequalification submissions
- (b) Tender Phase: copies of all bids received, verification (e.g. a time stamp) that bids were received on time prior to the time scheduled for bid closing, a copy of the Record of the bid opening, properly witnessed, a copy of the MERX TM notice, or invitation to tender if the Work is valued at under \$200,000, a copy of all solicitation documents, a summary of all tenders received with bid amount breakdowns and totals, verification that bid security (if applicable) was provided with the bid, information on any tender qualifications or disqualifications; and identification of the supplier recommended for contract award
- 7) When the DR approves the expenditure and the procurement process, the Contractor must prepare the subcontracts for execution. No award of subcontracts to a Subcontractor can proceed without an approved trade contract award recommendation.
- 8) The Contractor, and anyone not at arm's length to the Contractor, are ineligible to submit bids for any construction tenders issued for work tendered as part of the Cliff Street CHCP Construction Management contract. For further clarity, the Contractor will be deemed to have a Conflict of Interest that would prevent it from being eligible to submit bids for any tenders issued in connection with the Project. This does not limit the Contractor ability to use its own forces when permitted by the DR.
- 9) Canada reserves the right to require the Contractor to enter into subcontracts for the supply of services or materials with Subcontractors that have been prequalified by Canada for any component of the Work. Any such subcontract must form part of the Cost of the Work.

### **RS 13.1 NEGOTIATION**

The Contractor must analyze and reconcile any differences between pretender estimates and the submitted bids and advise the DR of lowest compliant bidder and bidder's tender price.

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

### **RS 14 CONSTRUCTION MONITORING**

The Contractor must monitor the Work of the Subcontractors, coordinate the Work with suppliers, PWGSC and the Consultant. The Contractor must manage the Work to completion.

The Contractor must **maintain competent personnel on site as follows:**

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

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- j) Prepare and maintain a decision log recording all decisions affecting Schedule, construction estimates, scope, or quality, including dates, place, and participants. These records are to be made available to PWGSC at all times; and
- k) Monitor and document all health and safety matters daily.

## **RS 15 SUBCONTRACTOR'S CHANGES (NOTICES AND ORDERS)**

When a change to a subcontract is identified on site, the Consultant shall prepare and issue a contemplated change notice (CCN). The Contractor must prepare an indicative cost estimate breakdown and submit to the DR and the Consultant for review. The breakdown must itemize all labour, material, plant and equipment costs estimated by the Contractor.

It is the responsibility of the Contractor to ensure that all prices included in the Subcontractor's breakdown, including the costs and mark-ups of subcontractors, are fair and reasonable.

The Consultant will review the indicative cost estimate prepared by the Contractor and provide the DR with a recommendation of its reasonableness. The DR will be responsible for authorizing the change based on the indicative cost estimate and the reasonableness of the estimate, and request that the Contractor obtain firm pricing for it. If the indicative cost estimate provided by the Contractor is not accepted by the DR, the Contractor will issue the change to the subcontractor as a CCN to obtain exact pricing before the DR will consider approval of the change."

The Contractor must submit the firm pricing to the DR and the Consultant for final review. The Consultant will review the quotation and provide a recommendation to the DR with respect to the fairness and reasonableness of the quotation. The DR may request further breakdown and clarification of costs, until such time that the DR is satisfied the quotation is indeed fair and reasonable.

Upon acceptance of the quote, a Change Order is prepared and issued by the Contractor to the Subcontractor, with a copy to the Consultant and the DR.

A detailed log of the cost of forecasted final subcontract amounts, changes in construction contingency that may result, contemplated change notices and change orders must be maintained by the Contractor for all subcontracts, at all times throughout the Project. A copy of this log must be included in the monthly report.

## **RS 16 CONSTRUCTION GENERAL REQUIREMENTS**

This section is a partial list of division 1 responsibilities which must be completed by the Contractor within this project. A complete list of division 1 responsibilities is contained within the project specifications.

### **RS 16.1 MINIMUM STANDARDS**

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

### **RS 16.2 SHOP DRAWINGS**

The Contractor must submit six (6) copies of all shop drawing for the DR's review.

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

The Contractor must not commence the manufacture of or order any materials, before shop drawings are reviewed and accepted by the DR.

### **RS 16.3 PRODUCT DATA**

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

The Contractor must:

1. Submit six (6) copies of all product data.
2. Delete information not applicable to project.
3. Cross-reference product data information to applicable portions of Contract Documents.

### **RS 16.4 FEES, PERMITS AND CERTIFICATES**

The Contractor must:

1. Pay all fees, levies and obtain all permits as required by authorities having jurisdiction;
2. Provide authorities with plans, applications and information as required to obtain permits and acceptance certificates; and
3. Provide inspection and completion certificates as evidence that the work conforms to the requirements of Authority having jurisdiction. Only the actual cost of fees or levies will be reimbursed in accordance with "Basis of Payment Item 4 Allowable Disbursements". All works related in obtaining permit or certificates is to be included in the monthly fixed fee as identified in BA03 a) in the Bid Acceptance Form.

### **RS 16.5 FIRE SAFETY REQUIREMENTS**

The Contractor must comply with the National Building Code of Canada (NBC most current) for fire safety in construction and the National Fire Code of Canada (NFC most current) for fire prevention, firefighting and life safety in building in use.

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

At least 48 hours prior to commencing cutting, welding or soldering procedure, the Contractor must advise the DR:

- a) Notice of intent, indicating devices affected, time and duration of isolation or bypass.
- b) Completed welding permit as defined in NFC.
- c) Return welding permit to Site Superintendent immediately upon completion of procedures for which permit was issued.

A fire watcher as described in National Fire Code (NFC) must be assigned when welding or cutting operations are carried out in areas where combustible materials within 10m may be ignited by conduction or radiation.

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

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

Immediately upon completion of work, the Contractor must restore fire protection systems to normal operation and verify that all devices are fully operational. The Contractor must inform the fire alarm system monitoring agency and local Fire Department immediately prior to isolation and immediately upon restoration of normal operation.

#### **RS 16.6 FIELD QUALITY CONTROL**

The Contractor must:

1. Carry out Work using qualified licensed workers or apprentices in accordance with Provincial Act respecting manpower vocational training and qualification.
2. Permit employees registered in Provincial apprenticeship program to perform specific tasks only if under direct supervision of qualified licensed workers.
3. Determine permitted activities and tasks by apprentices, based on level of training attended and demonstration of ability to perform specific duties

#### **RS 16.7 HAZARDOUS MATERIALS**

The Contractor must comply with the requirements of the Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labeling and the provision of Material Safety Data Sheets (MSDS).

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

#### **RS 16.8 TEMPORARY UTILITIES**

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

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

#### **RS 16.9 REMOVED MATERIALS**

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

### **RS 16.10 PROTECTION**

The Contractor must:

- a. Protect finished work against damage until take-over.
- b. Protect adjacent work against the spread of dust and dirt beyond the work areas.
- c. Protect operatives and other users of site from all hazards.
- d. Protect mobilization area so run-off into existing storm water systems is contained.

### **RS 16.11 USE OF SITE AND FACILITIES**

The Contractor must execute work with least possible interference or disturbance to the normal use of premises and make arrangements with DR to facilitate work as planned.

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

The Contractor must maintain existing services to adjacent buildings and areas and provide for personnel and vehicle access.

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

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

The Contractor must provide sanitary facilities as required by Provincial regulation for the expected workforce

The Contractor must provide, setup and maintain for the duration of the project, a Site office for the Contractor's site staff, including one separate office, meeting area and separate lunchroom facilities for trade workers. Office areas are to be secure, clean and quiet (by construction site standards). The site office should be maintained in clean condition, adequately lighted, heated, ventilated and air conditioned and provide adequate space for meetings, filing and plan tables for Contract Documents.

The Contractor must provide the following:

- a) Meeting space to accommodate minimum five (5) persons;
- b) A file room for drawings, specifications, operating manuals and all other printed material to be kept at the Work Site;
- c) Cooled bottled water at all times with disposable drinking cups in each office;
- d) Administrative / reception area with photocopy and facsimile machines. All office supplies;

- e) All facilities required by the Contractor for the accommodation of its staff, including:
- i Fax machine for own use and use of DR (on a separate line from the telephone);
  - ii Computer with high-speed e mail connection for own use;
  - iii Filing cabinets;
  - iv Project documentation; and
  - v Adequate required first aid facilities.

#### **RS 16.12 SITE STORAGE**

The Contractor must:

1. Provide and maintain all required storage space needed to complete the work
2. Move stored products or equipment which interfere with operations or other contractors.
3. Obtain and pay for the use of additional storage or work areas needed for completion of the work.

The Contractor must not unreasonably encumber the site with materials or equipment.

#### **RS 16.13 CUT, PATCH AND MAKE GOOD**

The Contractor must, through the use of awarded Subcontracts or with their own forces, as approved by the DR, ensure the following:

1. Cut existing surfaces as required to accommodate new work. Ultrasound scanning is mandatory prior to all structural or slab cutting and coring work.
2. Remove all items so shown or specified.
3. Patch and make good surfaces cut, damaged or disturbed, to DR's approval.
4. Match existing material, colour, finish and texture.

#### **RS 16.14 SLEEVES, HANGERS AND INSERTS**

The Contractor must co-ordinate setting and packing of sleeves and supply and installation of hangers and inserts and obtain DR's approval before cutting into any structure.

#### **RS 16.15 EXAMINATION**

The Contractor must:

1. Examine site and conditions likely to affect work and be familiar and conversant with existing conditions.
2. Provide photographs as required of surrounding properties, objects and structures at risk of being damaged during the work, or that may be the subject of subsequent claims.

#### **RS 16.16 SIGNS**

The Contractor must provide common-use signs related to traffic control, information, instruction, use of equipment and public safety devices, in both official languages or by the use of commonly-understood graphic symbols to the DR's approval.

No advertising will be permitted on this project.

## **RS 16.17 ACCESS AND EGRESS**

The Contractor must design, construct and maintain temporary "access to" and "egress from" work areas, including stairs, runways, ramps or ladders and scaffolding, independent of finished surfaces and in accordance with relevant municipal, provincial and other regulations.

## **RS 16.18 SCAFFOLDS AND WORK PLATFORMS**

The Contractor must ensure the following:

1. Design, install, and inspect scaffolds and work platforms required for work in accordance with relevant municipal, provincial and other regulations.
2. Provide design drawings, signed and sealed by qualified Professional Engineer licensed in the province of Ontario, where prescribed.

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

## **RS 16.19 PUBLIC WAY PROTECTION**

The Contractor must ensure the following:

1. Design, erect and maintain hoarding and covered pedestrian walkways to support all loads including wind loads and provide protection, complete with signs and electrical lighting as required by authority having jurisdiction.
2. Provide one lockable truck entrance gate[s] and one pedestrian door as directed and conforming to applicable traffic restrictions. Equip gates with locks and keys. Paint public side of site enclosure in colour selected by DR.

## **RS 16.20 WASTE MANAGEMENT**

The Contractor must:

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

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

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

- .1 brick and Portland cement concrete.
  - .2 cardboard (corrugated).
  - .3 gypsum board (unfinished).
  - .4 steel.
  - .5 wood (not including treated or laminated wood).
2. Submit complete records of all removals from site for both "materials designated for alternative disposal" and "general waste" including:
    - .1 Time and date of removal
    - .2 Description of material and quantities.

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

## RS 16.21 OPERATIONS AND MAINTENANCE MANUALS

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

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

The Contractor must include the following information plus data specified:

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

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

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

## **RS 16.22 RECORDS**

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

## **RS 16.23 GUARANTEES AND WARRANTIES**

Before completion of work, the Contractor must collect all manufacturer's guarantees and warranties and provide to the DR.

## **RS 16.24 CLEAN UP**

The Contractor must ensure the following:

1. Clean up work area as work progresses. At the end of each work period, and more often if ordered by the DR, remove debris from site, neatly stack material for use, and clean up generally.
2. Upon completion remove scaffolding, temporary protection and surplus materials. Make good defects noted at this stage.
3. Clean areas under contract to a condition at least equal to that previously existing, including building exterior and surrounding site, to approval of DR.

## **RS 16.25 SECURITY CHECK**

All personnel employed on this project will be subject to security check. The contractor must obtain required clearance, as instructed by the DR, for each individual required to enter the premises.

## **RS 16.26 SITE SECURITY**

The Contractor is responsible for security of the entire Site until the facility is ready for its intended use. The Contractor must:

1. Develop a security plan in consultation with the DR.
2. Revise plan as required to approval of DR.
3. Update plan to meet requirements of DR as Project progresses.

Further, the Contractor is responsible for:

- a) Coordination of construction activities and PWGSC operations;
- b) Access to the Site including sign-in procedures and security clearances;
- c) Off-hours security including procedures to "escort", to "lockup", evening and weekend surveillance, fire watches, emergency procedures and responses;

- d) All safety issues related to the Work or it's Site to be performed as required by federal, provincial or municipal regulations;
- e) Safeguarding of components to be reused or recycled;
- f) Protection of materials, equipment, workmanship and, throughout the implementation of the Project, any PWGSC items installed prior to the building being ready for use; and
- g) A Site protocol to be developed and enforced, including:
  - i) No CDs, radios or tape machines;
  - ii) Noise control;
  - iii) No parking on Site; and
  - iv) Due regard for the general public's expectations with respect to behavior, language and dress in public places (all portions of the Site are deemed to be public).

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

#### **RS 16.27 BUILDING SMOKING ENVIRONMENT**

Smoking is not permitted in the Cliff Central Heating and Cooling Plant. The Contractor must obey smoking restrictions on building property.

#### **RS 16.28 DUST CONTROL**

The Contractor must:

1. Provide dust tight screens or partitions to localize dust-generating activities, and for protection of workers, finished areas of work and public.
2. Maintain and relocate protection until such work is complete

#### **RS 16.29 TESTING / LABORATORY SERVICES**

The DR will appoint and will reimburse the Contractor for costs of inspection and testing services, unless indicated otherwise.

The Contractor must provide safe working areas and assist with testing procedures, including provisions for materials or services and co-ordination, as required by testing agency and as authorized by DR.

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

#### **RS 16.30 SCHEDULING**

Work must be carried out in accordance with PD 2.1.1 - Construction Operations.

#### **RS 16.31 COST BREAKDOWN**

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Before submitting their first progress claim, the Contractor must submit for approval by the DR, a detailed breakdown of the Contract Amount (including any aggregate Contract Amounts) with their intended billing schedule. Once reviewed and accepted by the DR, this will form the basis for progress payments as defined in the Basis of Payment.

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**ANNEX C-  
CERTIFICATE OF INSURANCE**

Description and Location of Work (1) Cliff Street Central Heating and Cooling Plant- 1 Fleet Street, Ottawa (2) NRC Central Heating and Cooling Plant- 98 Sussex Drive, Ottawa  The project will involve implementing a number of minor capital repairs and upgrades to various systems and assets at the Cliff Street CHCP, in order to maintain and improve the overall operational integrity of the asset.	Contract No. EJ192-161693/A
	Project No. R.074606.001; R.074608.002; R.068891.001; R.074629.001; R.078284.001; R.074618.001; R.067627.003.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
Additional Insured				
<b>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</b>				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability Umbrella/Excess Liability</b>				<b>\$5,000,000</b> \$	<b>\$10,000,000</b> \$	<b>\$5,000,000</b> \$
<b>Builder's Risk / Installation Floater</b>				<b>\$ Value of Contract</b>		

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

\_\_\_\_\_

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

\_\_\_\_\_

Telephone number

Signature

\_\_\_\_\_

Date D / M / Y

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### **General**

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

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

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

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

### **Commercial General Liability**

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

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

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

The policy must have the following minimum limits:

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

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

### **Builder's Risk / Installation Floater**

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

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

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

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

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).



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Security Classification / Classification de sécurité UNCLASSIFIED

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

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



Contract Number / Numéro du contrat EJ192161693
Security Classification / Classification de sécurité UNCLASSIFIED

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

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

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

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

Special comments: Secret clearance is required only when entering the tunnel systems. For the remaining of the plants, a Reliability Status is required.  
Commentaires spéciaux : \_\_\_\_\_

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

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



Contract Number / Numéro du contrat EJ192161693
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat EJ192161693
Security Classification / Classification de sécurité UNCLASSIFIED

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Lo, Francis	Title - Titre Project Manager	Signature 
--------------------------------------------------------	----------------------------------	---------------

Telephone No. - N° de téléphone 819-775-4161	Facsimile No. - N° de télécopieur 819-775-4911	E-mail address - Adresse courriel francis.lo@pwgsc.gc.ca	Date 2015/11/24
-------------------------------------------------	---------------------------------------------------	-------------------------------------------------------------	--------------------

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Maheux, Marc	Title - Titre SO	Signature 
---------------------------------------------------------	---------------------	---------------

Telephone No. - N° de téléphone 613-998-5021	Facsimile No. - N° de télécopieur 613-949-2331	E-mail address - Adresse courriel marc.maheux@psgc-pwgsc.gc.ca	Date 27/11/2015
-------------------------------------------------	---------------------------------------------------	-------------------------------------------------------------------	--------------------

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non       Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
-----------------------------------------	---------------	-----------

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
---------------------------------	-----------------------------------	-----------------------------------	------

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées) KRIS BAICER	Title - Titre CONTRACT SECURITY OFFICER	Signature 
--------------------------------------------------------	--------------------------------------------	---------------

Telephone No. - N° de téléphone 613-941-5189	Facsimile No. - N° de télécopieur 613-948-1712	E-mail address - Adresse courriel KRISTOPHER.BAICER@PSGC-PWSSC.GC.CA	Date 30/11/15
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# Security Classification Guide

February 23, 2016

Public Works and Government Services Canada  
Real Property Branch  
Operational Support Services

Cliff Street CHCP Minor Capital  
and Repair Projects, EJ192- 160468

Prepared by: B. Cheff  
Real Property Branch  
Operational Support Services

Security Classification Guide – EJ192- 160468 – Construction Management – Cliff Street CHCP

Level	Description
Reliability Status	<p>A number of minor capital repairs and upgrade project will be completed to various systems and assets at the Cliff Street CHCP in order to maintain the overall operational integrity of the asset.</p> <p>The projects being completed within the Cliff Street Central Heating and Cooling Plant at 1 Fleet Street, Ottawa or the NRC Central Heating Plant, at 98 Sussex Drive, Ottawa all have a requirement for Reliability Status.</p>
Secret Status	<p>One of the minor capital repair projects included as part of this Construction Management contract is to replace some aging expansion joints and to repair and reinforce support anchors in the steam and condensate lines inside the tunnel system at the Cliff CHCP.</p> <p>Access to the tunnel system has a requirement for Secret Status.</p>

Solicitation No. - N° de l'invitation  
EJ192-161693/A

Amd. No. - N° de la modif.  
N/A

Buyer ID - Id de l'acheteur  
FG267

Client Ref. No. - N° de réf. du client  
20161693

File No. - N° du dossier  
FG267 EJ192-161693/A

Project No.- No. du projet  
Refer to Annex B- TOR herein

## APPENDIX 1

### Technical Compliance Form (Page 1 of 2)

Bidders should use the following to substantiate their bid clearly:

MT1: BIDDERS INDUSTRIAL MECHANICAL AND ELECTRICAL PROJECT EXPERIENCE			
Mandatory Technical Requirement	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid	For Evaluators Use only Met/Did not Meet
The project scope must have been completed in an industrial environment and must have included both a mechanical and electrical component with a combined minimum value of at least \$1,500,000.00 (excluding taxes).			
The project scope must have been performed in an operating plant. <i>For purposes of this proposal, 'operating' means that for the duration of construction, the plant must have been functioning for its intended purpose and a 'plant' is any building or facility designed to produce and distribute centralized heating and cooling to a group of buildings.</i>			
The project must have achieved completion after December 1st, 2005. <i>A completed project means a project where all the terms and conditions of the contract were met and where a certificate of completion has been issued or a final invoice paid and where the date on the certificate or payment instrument indicates the date of completion.</i>			
Client Reference Form MT1 has been provided for the example project.			

Solicitation No. - N° de l'invitation  
EJ192-161693/A

Amd. No. - N° de la modif.  
N/A

Buyer ID - Id de l'acheteur  
FG267

Client Ref. No. - N° de réf. du client  
20161693

File No. - N° du dossier  
FG267 EJ192-161693/A

Project No.- No. du projet  
Refer to Annex B- TOR herein

## APPENDIX 1

### Technical Compliance Form (Page 2 of 2)

MT2: BIDDER'S CONSTRUCTION MANAGEMENT EXPERIENCE			
Mandatory Technical Requirement	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid	For Evaluators Use only Met/Did not Meet
The project must have been completed and performed under a Construction Management Method of Delivery.			
The project must have had a construction value of at least \$1,500,000.00 (excluding taxes).			
The building must have been occupied by the client or partially occupied by the client while the work was being performed.			
The project must have achieved completion after December 1st, 2005. <i>A completed project means a project where all the terms and conditions of the contract were met and where a certificate of completion has been issued or a final invoice paid and where the date on the certificate or payment instrument indicates the date of completion</i>			
Client Reference Form MT2 has been provided for the example project.			

Solicitation No. - N° de l'invitation  
EJ192-161693/A

Amd. No. - N° de la modif.  
N/A

Buyer ID - Id de l'acheteur  
FG267

Client Ref. No. - N° de réf. du client  
20161693

File No. - N° du dossier  
FG267 EJ192-161693/A

Project No.- No. du projet  
Refer to Annex B- TOR herein

## APPENDIX 2 (page 1 of 2)

# MT1

### CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT MT1

#### Client Letter of Reference

This hereby confirms that the following contractor \_\_\_\_\_,  
executed the work for the following project \_\_\_\_\_, as the  
constructor.

#### Project Details:

- The project scope must have been completed in an industrial environment and must have included both a mechanical and electrical component with a combined minimum value of at least \$1,500,000.00 (excluding taxes). **Yes** \_\_\_\_, **No** \_\_\_\_ and;
- The project scope must have been performed in an operating plant. *For purposes of this proposal, 'operating' means that for the duration of construction, the plant must have been functioning for its intended purpose and a 'plant' is any building or facility designed to produce and distribute centralized heating and cooling to a group of buildings: Yes* \_\_\_\_, *No* \_\_\_\_.

Project Location: \_\_\_\_\_

\_\_\_\_\_  
Initial Contract Value (excluding taxes)

\_\_\_\_\_  
Final Contract Value (excluding taxes)

\_\_\_\_\_  
Original Planned Completion Date

\_\_\_\_\_  
Actual Certificate of Completion Date

I hereby certify the information provided in this client reference form to be true and factual.

Client Name: \_\_\_\_\_ Client Title: \_\_\_\_\_

Client Signature \_\_\_\_\_

Date \_\_\_\_\_

Solicitation No. - N° de l'invitation  
EJ192-161693/A

Amd. No. - N° de la modif.  
N/A

Buyer ID - Id de l'acheteur  
FG267

Client Ref. No. - N° de réf. du client  
20161693

File No. - N° du dossier  
FG267 EJ192-161693/A

Project No.- No. du projet  
Refer to Annex B- TOR herein

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## APPENDIX 2 (page 2 of 2)

# MT2

### CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT MT2

#### Client Letter of Reference

This hereby confirms that the following contractor \_\_\_\_\_,  
executed the work for the following project \_\_\_\_\_, as the  
constructor.

#### Project Details:

- The project was completed and performed under a Construction Management Method of Delivery: **Yes**\_\_\_\_, **No**\_\_\_\_; and
- The building was occupied by the client or partially occupied by the client while the work was being performed: **Yes**\_\_\_\_ **No**\_\_\_\_.

Project Location: \_\_\_\_\_

\_\_\_\_\_  
Initial Contract Value (excluding taxes)

\_\_\_\_\_  
Final Contract Value (excluding taxes)

\_\_\_\_\_  
Original Planned Completion Date

\_\_\_\_\_  
Actual Certificate of Completion Date

I hereby certify the information provided in this client reference form to be true and factual.

Client Name: \_\_\_\_\_ Client Title: \_\_\_\_\_

Client Signature \_\_\_\_\_

Date \_\_\_\_\_

Solicitation No. - N° de l'invitation  
EJ192-161693/A

Amd. No. - N° de la modif.  
N/A

Buyer ID - Id de l'acheteur  
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Client Ref. No. - N° de réf. du client  
20161693

File No. - N° du dossier  
FG267 EJ192-161693/A

Project No.- No. du projet  
Refer to Annex B- TOR herein

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### APPENDIX 3- INTEGRITY PROVISIONS- LIST OF NAMES

#### COMPLETE LIST OF EACH INDIVIDUAL WHO ARE DIRECTORS AND OR OWNER OF THE BIDDER

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-compliant. Providing the required names is a mandatory requirement for contract award.

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

<b>Board of Directors (Use format - first name last name)</b>		
<b>First Name</b>	<b>Last Name</b>	<b>Position (if applicable)</b>