



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

**Regional Manager/Real Property  
Contracting/PWGSC  
Ontario Region, Tendering Office  
12th Floor, 4900 Yonge Street  
Toronto, Ontario  
M2N 6A6  
Ontario**

**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**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

**Regional Manager/Real Property Contracting/PWGSC  
Ontario Region, Tendering Office  
12th Floor, 4900 Yonge Street  
Toronto, Ontario  
M2N 6A6  
Ontario**

<b>Title - Sujet</b> South CM, Trent Severn Waterway Inf	
<b>Solicitation No. - N° de l'invitation</b> EQ754-170996/A	<b>Date</b> 2016-09-19
<b>Client Reference No. - N° de référence du client</b> R.076951.139	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWL-037-2214	
<b>File No. - N° de dossier</b> PWL-6-39061 (037)	<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 2016-11-01</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dhillon, Ambreen	<b>Buyer Id - Id de l'acheteur</b> pwl037
<b>Telephone No. - N° de téléphone</b> (416) 590-8253 ( )	<b>FAX No. - N° de FAX</b> (416) 512-5862
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PWGSC-TPSGC Joseph Shepard Building 32 4900 Yonge Street Toronto, ON M2N 6A6	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<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>

**BID SOLICITATION  
CONSTRUCTION MANAGEMENT  
TRENT SEVERN WATERWAYS INFRASTRUCTURE  
SOUTH SECTOR  
FOR  
PARKS CANADA AGENCY**

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EQ754-170996/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw037

Client Ref. No. - N° de réf. du client  
R.076951.139

File No. - N° du dossier

Project No.- No. du projet

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**Forms:**

**Form 1- Bid Submission Form**  
**Form 2- Client Reference Form for Representative Project**  
**Form 3- Integrity Provisions- List of Names Form**  
**Form 4- Voluntary Certification to support the use of Apprentices**

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into five parts plus forms, attachments and annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 4 Certifications, Security and Additional Information: includes the certifications, security, information to be provided;
- Part 5 Resulting Contract Documents: includes the General, Supplemental and Special clauses and conditions that will apply to any resulting contract.

### **1.2 Summary**

Public Works and Government Services Canada (PWGSC-TPSGC), on behalf of Parks Canada Agency (PCA), intends to retain the services of a Construction Manager.

PWGSC has partnered with Parks Canada Agency (PCA) to deliver an infrastructure project on the Trent-Severn Waterway (TSW) over the next four (4) years. The objective of the project is to improve the structural integrity and public safety on the waterway while promoting visitor experience.

In order to achieve the project objectives PWGSC will engage the services of a Construction Manager to provide construction related advice during design, procurement of subcontractors to undertake the Work and act as General Contractor and Constructor during the Work for all Sites identified herein and as defined in the Terms of Reference (TOR).

### **1.3 Important Notice to Bidders**

- (a) **Two- Envelope Bid:** This bid must be submitted following a “two-envelope” procedure. Refer to Part 2: Bidder Instructions.
- (b) **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.
- (c) **PWGSC Update on Asbestos Use:** Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <http://www.tpsgc-pwgsc.gc.ca/comm/vedette-features/2016-04-19-00-eng.html>

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Under 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.
- (c) The R2710T (2016-04-04) *General Instructions - Construction Services - Bid Security Requirements* are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of R2710T and this document, this document prevails.
- (d) R2710T- General Instructions - Construction Services - Bid Security Requirements, delete:
  - i. GI09 Submission of Bids and GI02 Completion of Bids in their entirety and replace with 2.13 Submission and Completion of Bids herein.

### **2.2 Definition of Bidder**

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

### **2.3 Bid Documents**

The following are the bid documents:

- (a) Request for Proposal (RFP); and
  - (b) Annex A- Basis of Payment; and
  - (c) Annex B- Pricing Tables; and
  - (d) Annex C- Terms of Reference (TOR); and
  - (e) Annex D- Submission Requirements and Evaluation; and
  - (f) Annex E- Certificate of Insurance; and
  - (g) Annex F- Voluntary Report for Apprentices Employed during the Contract; and
  - (h) Form 1- Bid Submission Form; and
  - (i) Form 2- Client Reference Form for Representative Project; and
  - (j) Form 3- Integrity Provisions- List of Names Form; and
  - (k) Form 4- Voluntary Certification to support the use of Apprentices; and
  - (l) Any amendment issued before solicitation closing.
- i. Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

### **2.4 Enquiries - Bid Solicitation**

- (a) Enquiries regarding this bid must be submitted in writing to the PWGSC Contracting Authority named on the Request for Proposal (RFP) - Page 1 and herein this document as early as possible within the solicitation period. Enquiries should be received no later than five (5) working days before 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.

- (b) To ensure consistency and quality of the information provided to Bidders, the PWGSC Contracting Authority will examine the content of the enquiry and will decide whether or not to issue an amendment.
- (c) All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed only to the PWGSC Contracting Authority named on the Request for Proposal - Page1. Failure to comply with this requirement may result in the bid being declared non-responsive.

## 2.5 Optional Site Visit

- (a) There will be a site visit on Thursday September 29, 2016 at 9:00 am. Interested Bidders are to meet at Lock 1 at 155 County (Regional) Road 33, Trenton ON K8V 5P6.
- (b) **Personal Protection Requirements:** Visitors should dress according to outdoor weather conditions and wear safety boots or hiking shoes as well as a reflective vest as a minimum personal safety apparel.

## 2.6 Bid Validity Period

- (a) The Bid must not be withdrawn **for a period of sixty (60) days** following the date of solicitation closing.
- (b) Canada reserves the right to seek an extension to the bid validity period prescribed in 2.6(a) above. On notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
- (c) If the extension is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
- (d) If the extension is not accepted in writing by all those who submitted bids then Canada will, at its sole discretion, either
  - i. continue to evaluate the bids of those who have accepted the proposed extension; or
  - ii. cancel the request for proposal.
- (e) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11-Rejection of Bid (R2710T).

## 2.7 Rights of Canada

- (a) Canada reserves the right to:
  - i. Reject any or all bids received in response to the bid solicitation;
  - ii. Enter into negotiations with Bidders on any or all aspects of their bids;
  - iii. Accept any bid in whole or in part without negotiations;
  - iv. Cancel the bid solicitation at any time;
  - v. Reissue the bid solicitation;
  - vi. 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
  - vii. Negotiate with the sole responsive Bidder to ensure best value to Canada.

## 2.8 Communications Notification

The Government of Canada requires the successful Bidder to notify the Contracting Authority 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.

## **2.9 Debriefings**

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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **2.10 Entire Requirement**

The bid solicitation documents contain all the requirements relating to the bid solicitation issued on the Government of Canada Electronic Tendering System (GETS), [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.

## **2.11 Joint Venture**

- (a) 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.
- (b) 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.
- (c) 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.

## **2.12 Web Sites**

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

Treasury Board Appendix L, Acceptable Bonding Companies  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&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 PWGWSC-TPSGC 506)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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>

## **2.13 Submission and Completion of Bids**

- (a) Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.
- (b) Facsimile copies of bids will not be accepted.
- (c) The bid should be submitted following a "two-envelope" procedure in which the Bidder provides Envelope 1- Technical Bid and Envelope 2- Financial Bid.
- (d) Both the Technical and Financial Bid envelopes should be enclosed and sealed together in a third envelope, the bid envelope. All envelopes are to be provided by the Bidder.
- (e) The bid must be in Canadian currency. 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.
- (f) The bid must be received on or before the date and time set for solicitation closing. Before submitting the bid, the Bidder should ensure that the following information is clearly printed or typed on the face of the bid envelope:
  - i. Solicitation Number;
  - ii. Name of Bidder;
  - iii. Return address; and
  - iv. Closing Date and Time.
- (g) The Bidder must:



- i. Submit a bid, duly completed and signed by an authorized representative of the Bidder, in the format requested;
  - ii. Obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
  - iii. Provide a comprehensive and sufficiently detailed bid that will permit a complete evaluation in accordance with the criteria set out in this RFP.
- (h) Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the 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.
- (i) Timely and correct delivery 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.
- (j) **Canada's Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:
  - (1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
  - (2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.

## **2.14 Envelope 1- Technical Bid:**

- (a) The Technical Bid should be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
  - i. ENVELOPE 1 – Technical Bid;
  - ii. Solicitation Number; and
  - iii. Name of Bidder.
- (b) The following bid format information should be implemented when preparing the Technical 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.

- (c) The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under Technical Evaluation – Mandatory Technical and Point Rated Criteria Annex D is [forty (40)] pages.

The following are not part of the page limitation mentioned above:

- Covering letter
- Proposed Team Resumes
- Declaration/Certifications Form
- Integrity Provisions – Required Documentation
- Front page of the RFP
- Front page of revision(s) to the RFP
- Price Tables – Annex B

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

- (d) The Bidder must submit:

- i. Submit one (1) original plus [five (5)] copies of the technical bid;
- ii. A completed Declaration Form as per the Integrity Provisions- Declaration of Convicted Offences, if applicable;
- iii. A complete List of each individual currently Directors of the Bidder- Form 4; and
- iv. Any required associated documents as applicable.

- (e) The Technical bid consists of the following:

- i. **Bid Submission Form:** Bidders should include the Bid Submission Form 1 with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- ii. **Proposed Resources:** The Technical bid should include résumés for the resources identified in Annex "D". With respect to résumés and resources:
  - A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work
  - B. For educational requirements for a particular degree, designation or certificate, PWGSC will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
  - C. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must have been an

accredited or otherwise recognized body, institution or entity at the time the document was issued.

- D. For work experience, PWGSC will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative program at a post-secondary institution.
- E. For any requirements that specify a particular time period (e.g., 5 years) of work experience, PWGSC will disregard any information about experience if the Technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). PWGSC will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- F. For work experience to be considered by PWGSC, the Technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

## **2.15 Envelope 2- Financial Bid:**

(a) The Financial Bid should be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:

- i. ENVELOPE 2 – Financial Bid;
- ii. Solicitation Number; and
- iii. Name of Bidder.

(b) The Bidder must submit:

- iv. One (1) completed Pricing Tables- Annex B;
- v. Bid Security as per GI08- Bid Security Requirements of R2710T General Instructions - Construction Services - Bid Security Requirements.; and
- vi. Any required associated documents as applicable.

(c) Bidders must complete the Pricing Tables- Annex B, as per the following:

- i. Bidders must provide all of the pricing information requested in Tables 2 to 6 inclusively.
- ii. Bidders must provide pricing in the un-shaded areas of the tables. Bidders must not make changes to the shaded areas of the tables.
- iii. Failure to provide all of the required pricing information will result in the Bidder's Proposal being declared non-responsive.
- iv. The Bidder must not make any assumptions which have not been validated by the Contracting Authority prior to the Bid Closing Date.
- v. The financial evaluation will be conducted using the last row of each table (Tables 1-6). Table 7 will be completed by the Contracting Authority.
- vi. Canada may reject the bid if, in Canada's sole discretion, any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

(d) Prices must only appear in the Financial Bid. Prices in any other section of the bid will not be considered.

## **PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **3.1 OPENING OF BIDS / EVALUATION**

1. There will be no public opening at bid deposit time. A list of bidders that deposited their tenders will be read out loud.
2. Envelope 1 – Technical Bid - will be opened by the Contracting Authority: this envelope will be opened first to evaluate the submittal requirements. Technical components of all responsive bids are reviewed, evaluated and rated by representatives of Canada in accordance with the criteria, components and weight factors set out in the RFP. Upon completion of the evaluation, Technical Ratings are established.
3. Bids achieving the minimum Technical Score specified in the Submission Requirements and Evaluation section of the RFP are further considered (responsive bids).
4. The price envelopes of all responsive bids are opened upon completion of the technical evaluation. The price score is calculated as detailed in Article 3.4.

### **3.2 Technical Evaluation**

The evaluation process for the Technical bid is described in Annex D - Submission Requirements and Evaluation.

### **3.3 Financial Evaluation**

- (a) The Bid Price and Bid Security in accordance with GI08 Bid Security Requirements of R2710T should be submitted in a second sealed envelope (separate from the Technical Bid.) The price envelopes of all responsive bids will be opened on completion of the technical submission evaluation.
- (b) As per the **Pricing Tables- Annex B**, the Total Bid Amount identified in **Table 7** will be used to establish the Bidder's Bid Price.
- (c) Each Financial bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement. Financial Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

### **3.4 Basis of Selection – Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum points specified for each criterion for the technical evaluation, and
  - d. obtain the required minimum of 75 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20 % for the price.

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

### **3.5 Conduct of Evaluation**

- (a) In conducting its evaluation of the proposals, Canada may, but will have no obligation, to do the following:
- i. seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFP;
  - ii. contact any or all references supplied by Bidders to verify and validate any information submitted by them;
  - iii. request, before award of any contract, specific information with respect to Bidders' legal status;
  - iv. 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;
  - v. 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;
  - vi. verify any information provided by Bidders through independent research, use of any government sources or by contacting third parties; and
  - vii. interview, at the sole costs of Bidders, any Bidder and/or any or all of the resources proposed by Bidders to fulfill the requirement of the RFP.
- (b) Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

## **PART 4 - CERTIFICATIONS, SECURITY AND ADDITIONAL INFORMATION**

Bidders must provide the following required certifications, security and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **4.1 Certifications/Information Required with the Technical Bid**

Bidders must obtain/submit the following as a part of their Technical Bid, where requested and as applicable:

#### **(a) Integrity Provisions - Declaration of Convicted Offences**

As applicable, under R2710T, GI01 of the Declaration of Convicted Offences, paragraph 10 (copied below) of the General Instructions, the Bidder must provide with its bid, a completed Declaration Form, to be given further consideration in the procurement process.

#### **Declaration of Convicted Offences**

*Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed Declaration Form, to be given further consideration in the procurement process.*

*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.*

### **4.2 Additional Certifications Precedent to Contract Award**

Bidders must submit the following before award of a contract, as applicable:

- (a) Complete List of each Individual currently Directors of the Bidder- Form 3
  - i. 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.
  - ii. Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
  - iii. Bidders bidding as societies, firms or partnerships do not need to provide lists of names.
- (b) Voluntary Certification to support the use of Apprentices- Form 4 (optional form)

### **4.3 Financial Capability**

SACC Manual clause A9033T (2012-07-16) Financial Capability

## PART 5 - RESULTING CONTRACT DOCUMENTS

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 5.1 Contract Documents

(a) The following are the Contract Documents:

- i. Contract Page when signed by Canada;
- ii. Duly completed Pricing Tables and any Appendices attached thereto;
- iii. these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- iv. all Annexes, Appendices and Amendments thereto;
- v. Terms of Reference;
- vi. Basis of Payment;
- vii. 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);
- viii. Supplementary Conditions
- ix. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- x. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- xi. the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), as clarified on "or" as amended on \_\_\_\_\_ (*insert date(s) of clarification(s) or amendment(s) if applicable*),

(b) 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>

(c) The language of the contract documents is the language of the bid submitted.

### 5.2 Changes to Contract Documents

(a) R2810D - General Condition (GC) 1 - General Provisions - Construction Services:

- i. 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.



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.

ii. In GC1.2.2 Order of Precedence,

At subparagraph 1 e) delete "duly completed Bid and Acceptance form when accepted" and **replace** with "duly completed Pricing Tables and any Appendices when accepted".

At subparagraph 1) (g) add the following:

(g) Terms of Reference

(b) R2850D - General Condition (GC) 5 - Terms of Payment:

i. The following paragraph is added to GC5.4 Progress Payment:

(6) The portion of the Work done under the Fixed Monthly Fee must be invoiced in fixed monthly installments over the duration of the Contract.

ii. 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.

(c) R2860D - General Condition (GC) 6 - Delays and Changes in the Work:

GC6.4 is replaced in its entirety with the following:

1. Any adjustment to the price of the Work resulting from a change in the Work under GC6.1 will represent all reasonable and proper costs including delay incurred by or savings accruing to the Contractor for 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 where:
  - 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. 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 will 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 will 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.

### 5.3 Authorities

#### (a) PWGSC Contracting Authority

The Contracting Authority for the Contract is:

Name: Ambreen Dhillon

Title: Supply Specialist

Public Works and Government Services Canada  
Acquisitions, RPC  
4900 Yonge Street  
Toronto, Ontario  
M2N 6A6

Telephone: 416-590-8253

Facsimile: 416-512-5862

E-mail address: ambreen.dhillon@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority.

#### (b) Client Technical Authority

The Client Technical Authority for the Contract is:

To be determined.

The Client Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract.

### 5.4 Contractor's Representative

The Contractor's Representative is:

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

Title: \_\_\_\_\_

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

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 5.5 Industrial Security Requirements

There is no document security requirement applicable to this Contract.

## 5.6 Insurance Terms

In addition to the Insurance terms indicated below, see Annex E.

### (a) Insurance Contracts

- i. 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.
- ii. 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.

### (b) Period of Insurance

- i. 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.
- ii. 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.

### (c) Proof of Insurance

- i. Before start 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.
- ii. On request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor under the Certificate of Insurance.

### (d) 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.

### (e) Deductible

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

## 5.7 Determination of Construction Cost

- (a) The Construction Cost, as defined in Annex A - Basis of Payment 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.

- (b) Any adjustment to the amount of a subcontract will require Canada's approval in writing. The Contractor will not be entitled to any additional fees other than the Percentage Fee.
- (c) Any request for adjusting the amount of a subcontract must 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 must ensure that all prices included in the breakdown are fair and reasonable and in conformance with the following:
  - i. Labour rates must be established in accordance with applicable trade union agreements. Non-union labour rates must be established in accordance with local industry standards. All labour rates will require approval by Canada in writing.
  - ii. The costs of all Material and Plant must represent the actual amount paid to suppliers and said costs are to include all applicable discounts.
  - iii. Allowances for the subcontractor's overhead, administration and profit must be negotiated by the Contractor for each change, and must represent a reasonable amount for the nature and complexity of each change. However, in no circumstance will the subcontractor's allowance exceed 15%.
- (d) The price of any portion of the Work that is not subcontracted or paid for as a Fixed Fee will be equal to the actual cost of that portion of the Work plus the applicable Contractor's Percentage Fee.

## **5.8 Determination of Price for Subcontract Changes**

### **(a) Price Determination Before Undertaking Changes**

- i. If a Lump Sum Arrangement applies to the Contract or a part thereof, the price of any change will be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed on in writing by the Contractor and Canada plus an allowance for supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount, which allowance must be in accordance with 5.8(c).
- ii. 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.
- iii. A price per unit referred to in paragraph (ii) of 5.9(a) will be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed on by the Contractor and Canada, plus an allowance determined in accordance with 5.8(c.iii).
- iv. To facilitate approval of the price of the change or the additional price per unit as applicable, the Contractor must 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.
- v. If no agreement is reached as contemplated in paragraph (i) of 5.9(a) the price must be determined in accordance with 5.9(c).

### **(b) Allowable Costs under 5.9(a).**

- i. General

- A. The Contractor will submit a cost estimate breakdown for each contemplated change, in accordance with 5.8(c). The breakdown must itemize all labour, Material, Plant and equipment costs estimated by the Contractor and subcontractors, and the amount of each allowance;
  - B. 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;
  - C. The labour hours required for the contemplated change must be based on the estimated number of hours to perform the work;
  - D. 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;
  - E. 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;
  - F. Allowances referred to in paragraph (iv)- Allowance to the Subcontractor below are not to be included in the hourly labour rates;
  - G. Credit for work deleted will only be for the work directly associated with the change;
  - H. 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;
  - I. Allowances referred to in paragraph (iv)- Allowance to the Subcontractor below must not be applied to any credit amounts for deleted work;
  - J. In those cases where the change involves additions and deletions to the work, the allowances referred to in paragraph (iv)- Allowance to the Subcontractor below must 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 must only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions;
  - K. If the contemplated change in the work necessitates a change in the contract completion date, or has an impact on the work, the Contractor must identify and include the resulting cost in the breakdown.
- ii. Hourly Labour Rates
- A. The hourly labour rates listed in the Contractor's breakdown must be determined in accordance with the collective agreements that are applicable at the site of the work and must 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.
  - B. In the case of non-union labour, all rates claimed must 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.
- iii. Material, Plant and Equipment Costs
- A. 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.
- iv. Allowance to the Subcontractor
- B. The allowances determined in accordance with 5.8(c.iii) must 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.

(c) Price Determination Following Completion of Changes

- A. If it is not possible to predetermine, or if there is failure to agree on the price of a change in the Work, the price of the change must be equal to the aggregate of:
  - a. all reasonable and proper amounts actually expended or legally payable by the Contractor in for labour, Plant and Material that fall within one of the classes of expenditure described in 5.8(b) that are directly attributable to the performance of the Contract;
  - b. 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 5.7(c.iii);and
  - c. interest on the amounts determined under subparagraphs (A.a) and (A.b) of 5.8(c) calculated in accordance with GC5.11, "Interest on Settled Claims";
- B. The cost of labour, Plant and Material referred to in subparagraph (A.a)of5.9(c)must be limited to the following categories of expenditure:

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

(d) Price Determination - Variations in Tendered Quantities

- A. Except as provided in paragraphs (B), (C), (D) and (E) of 5.9(d) if it appears that the final quantity of labour, Plant and Material under a price per unit item will exceed or be less than the estimated tendered quantity, the Contractor must perform the Work or supply the Plant and Material required to complete the item and payment must 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 must, 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.
- a. If agreement is not reached as contemplated in (B) of 5.9(d), the price per unit must be determined in accordance with 5.9(c).
- d. If it appears that the final quantity of labour, Plant and Material under a price per unit item must 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 5.9(d):
  - 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 will the total price for an item that has been amended as a result of a reduction in quantity under paragraph (D) of 5.9(d) 4) exceed the amount that would have been payable to the Contractor had 85 percent of the tendered quantity actually been performed or supplied.

## **5.9 Accounts and Audit**

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

## **5.10 Replacement of Specific Individuals**

- (a) 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.
- (b) 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 Authority of the reason for replacing the individual and provide:

- i. the name, qualifications and experience of the proposed replacement; and
  - ii. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- (c) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Departmental Representative (DR) 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 DR 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.

#### **5.11 Separate Contracts with other Contractors**

- (a) 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 Contractor must:
- i. coordinate and cooperate with the work of other contractors;
  - ii. coordinate and schedule the Work with the work of other contractors and connect as specified or shown in the Contract Documents;
  - iii. participate with other contractors and the DR in reviewing their construction schedules when directed to do so;
  - iv. 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;
  - v. 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.
- (b) When separate contracts are awarded for other parts of Construction Management Services at Peterborough, ON, Canada will:
- i. Ensure that insurance coverage is provided to the same requirements as are called for in Article 5.6- Insurance Terms to the extent applicable. Such insurance will be coordinated with the insurance coverage of the Contractor as it affects the Work; and
  - ii. take all precautions reasonably possible to avoid labour or other disputes.
  - iii. Ensure the separate contractors are required to adhere to the Contractor's Health & Safety policies and procedures when performing work at the location of the project under the Contractor's control as Constructor on the project.
- (c) The Contractor must give the Departmental Representative (DR) prompt written notice of any defect in, or any conflict occasioned by, the work of other contractors and before proceeding with any Work that is affected by or depends on for its proper execution such work of other contractors. In the absence of such written report, the Contractor will have no claim against Canada by reason of the conflict or defective work of the other contractors.
- (d) Despite the foregoing, it is understood and agreed that the Contractor will be the "constructor" for the Project within the meaning of the applicable Health and Safety legislation, and must perform or have performed, in addition to any other obligations it may have under the application of 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 Contractor agrees to be appointed as the "constructor" to fully control, coordinate, oversee and be responsible for all other contractors.



- (e) 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.
- (f) If the Contractor has caused damage, delay, impact, or interference to the work of other contractors, the Contractor agrees on due notice to settle with the other contractors in accordance with GC5.8 (6). 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 will notify the Contractor and may require the Contractor to defend the action at the Contractor's expense and not as a Cost of the Work and without an adjustment in the Contract Fee. The Contractor must 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.

## **5.12 Public Works and Government Services Canada Apprentice Procurement Initiative**

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

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

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

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Form 4.

If you accept fill out and sign Form 4.

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

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

### **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.

### **GENERAL**

1. All values provided including the Estimated Construction Costs and any increases in construction costs are subject to budget approval.
2. Subject to the terms and conditions of the Agreement, and in consideration for the performance of the Services, Canada shall pay to the Construction Manager a sum of money calculated in accordance with the provisions herein and the Agreement Particulars.
3. The Consultant's fees are only payable when the Construction Manager has performed the Services as determined by the Departmental Representative (DR). Payment in respect of a Service, or part of a Service, is not to be deemed a waiver of Canada's rights of set off at law or under the Agreement for costs or expenses arising from default or negligence of the Construction Manager.
4. The maximum amount payable under the Agreement, including fees and disbursements, shall not exceed the sum specified in the Agreement Particulars, without the prior written authorization of the DR in accordance with the terms of the Agreement.

### **A. FEES**

#### **1. ADVISORY SERVICES PERCENTAGE FIXED FEE (TABLE 2)**

Payments in respect of the percentage fee arrangement will be made monthly during the performance of the Services, on the basis of the fee submitted and progress as determined by the DR for each of the Services. The total percentage fee will be calculated on the Estimated Construction Costs provided in the Terms of Reference and not subject to adjustment due to variations in the Estimated Construction Cost through the life of the project. Although these draws against the Advisory Services Percentage Fee can be on monthly basis, they are not fixed and their value will vary depending on the progress of the project and the approval of DR.

The services required for each Project Phase are summarized in the Terms of Reference.

The Advisory Services Percentage Fixed Fee will include all costs for provision of advisory services for the duration of the contract including:

- i. All overhead, administration, mark-up and profit for the Contractor's operations, including, but not limited to standard office expenses such as any photocopying, 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. All personnel employed or contracted by the Contractor to deliver the services specified in the Project Brief other than field personnel directly engaged in the construction 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.

- iii. The salaries, benefits or other compensation for the Contractor's officers, directors, principals and support staff;
- iv. Travel and accommodation related to the Work for the duration of the Contract of the Contractor's personnel;
- v. All disbursements unless specifically listed as being paid elsewhere;
- vi. Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work, unless otherwise expressly provided herein;

## **2. FIXED LUMP SUM FEE (TABLE 2)**

Progress draws against the Fixed Lump Sum (item 2 of the Unit Price Table) are allowed. These draws can be paid on monthly basis and is subjected to the progress of the Work defined herein and the approval of the DR. Even though the amount of these monthly draws will vary depending on the project progress during the billing cycle, the sum of these monthly draws must not exceed the value of the Fixed Lump Sum and listed in the Unit Price Table.

The Fixed Lump Sum will constitute reimbursement for all costs incurred in the preparation, submittal, adjustment and acceptance of the following documents as detailed in the Terms of Reference Required Services (RS):

- i. Section 3.1 – Process and Procedures Manual;
- ii. Section 3.2 – Tendering strategy and Process Plan;
- iii. Section 3.3 – Construction Cost Management Plan;
- iv. Section 3.4 – Construction Time Management Plan
- v. Section 3.5 – Construction Scope Management Plan
- vi. Section 3.6 – Construction Risk Management Plan
- vii. Section 3.7 – Construction Quality Management Plan
- viii. Section 3.8 – Site Specific Construction Management Plans including
  - a. Occupational Health and Safety Plan
  - b. Environmental management and Protection Plan
- ix. Section 3.9.1 – Monthly Report template and sample report structure.

The costs of updates of manual and plans after initial acceptance and ongoing monthly reports shall be reimbursed as Advisory Services Percentage Fee, Item 1. above.

## **3. ALLOWABLE DISBURSMENTS (TABLES 4 & 5)**

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 proof of purchase and cost. The value provided in the Table 5, items 1 and 2 are for Price Evaluation purposes only and may not be realized

### **a. Labour and Material Bond:**

Includes the cost of the Contractor's contract security in compliance with the requirements set forth in R2890D GC9. Only costs that are identified in the Pricing Tables - Annex B will be reimbursable. The amount shown is considered the upset limit. Cost reimbursements will be

made upon receipt of proof of actual costs. Under no circumstances will the reimbursement be higher than the amount provided in the Pricing Tables - Annex B.

**b. Performance Bond**

Includes the cost of the Contractor's contract security in compliance with the requirements set forth in R2890D GC9. Only costs that are identified in the Pricing Tables – Annex B will be reimbursable. The amount shown is considered the upset limit. Cost reimbursements will be made upon receipt of proof of actual costs. Under no circumstances will the reimbursement be higher than the amount provided in the Pricing Tables – Annex B.

**c. Insurance**

Includes the cost of the Contractor's insurance in compliance with the requirements set forth in R2900D GC10. Only costs that are identified in the Pricing Tables – Annex B will be reimbursable. The amount shown is considered the upset limit. Cost reimbursements will be made upon receipt of proof of actual costs. Under no circumstances will the reimbursement be higher than the amount provided in the Pricing Tables – Annex B.

**d. Permits and Fees**

Fees, levies, permits, and charges levied by authorities having jurisdiction at the site as required to undertake and complete the Work in compliance with applicable regulatory requirements and pre-approved by Canada

**e. Disbursements other than a, b, c and d above.**

1. Third party inspection, sampling, transport, analysis and reporting services, as may be required or directed by the DR,
2. Disbursements, other than travel costs, reasonably incurred by the Contractor that are related to the provision of additional services and approved by the DR, will be reimbursed to the Contractor at actual cost:
  - a. reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Terms of Reference;
  - b. transportation costs for material samples and models additional to that specified in the Terms of Reference;
  - c. other disbursements made with the prior approval and authorization of the DR.

Disbursements must be project related and must not include expenses that are related to the normal operation of the Contractor's business nor included in the Construction Fees items A, B and C.

Direct Construction Costs as defined in C below are not considered Allowable Disbursements.

**f. Travel Allowance**

#### Travel and Living Expenses - National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Estimated Cost: \$ \_\_\_\_\_ .

Travel costs shall be Project related and shall not include expenses that are related to the normal operation of the Contractor's business nor included in the Construction Fees items 1, 2 and 4.

#### 4. PERCENT CONSTRUCTION FEE (TABLE 3)

The Percent Construction Fee will be paid for each progress claim submitted during active construction of the Work only. The value of the Percent Construction Fee for the payment period will be pro-rated based on the construction value of the work actually completed during that period as validated by monthly payment certification and authorized sub-contractor and supplier payments. The current estimated Construction Costs is \$126,000,000 and will be used for evaluation purposes only. The final value of the Percent Construction Fee will be determined based on Construction Costs as defined in vii. below.

The fee will include:

1. All field personnel directly engaged in the construction such as superintendents, health and safety officers, assistant superintendents, field engineers, Clerk of the Works, commissioning agent, scheduler and other field personnel 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.
2. Disbursements related to field personnel defined in i. above including cellular phones, vehicles, travel expenses, etc.
3. The Contractor's percentage mark-up for overhead, profit and general administration on Construction Costs.
4. The provision, construction, maintenance, operation and decommissioning of a functional site field office and materials laydown areas at the site, including all related expenses such as utilities, washroom facilities, communications and normal office supplies.
5. All costs that have not been identified for reimbursement under Appendix 2: Basis of Payment, Item 1 A. Fixed Monthly Fee; Item B. Item 1 D. Additional Personnel; Item 2 Construction Costs; and Item 3, Allowable Disbursements; shall be included in the Percent Construction Fee.
6. All costs associated with services provided during the warrantee period.
7. Construction Costs will include:

1. The actual direct cost of subcontracts and purchase orders.
2. The actual direct costs incurred by the Contractor for the provision of labour, materials and equipment for general site requirements identified in the Project Brief as Division 1 work and as authorized by Canada.
3. Allowable disbursements.
4. The Additional Personnel costs will not be included in the Construction Costs for calculating 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.

The Contractor must include in the monthly fees sufficient personnel to complete the Work within the time frame stipulated in Table 1 Note 1: Construction Time.

In the event that Canada calls for additional service requirements, accelerates the work, and/or recognizes changes in site conditions, and determines that additional personnel is required, Canada will have the right to request that the Contractor provide such additional personnel for the performance of the Work or any part or parts thereof.

For additional personnel requested by Canada, the Contractor will be reimbursed in accordance with the firm hourly rates (including payroll costs, overhead and profit) quoted in the Pricing Tables –Annex B for the identified categories of personnel or in accordance with hourly rates which have been negotiated and mutually agreed to between Canada and the Contractor for personnel that were not pre-identified in the Pricing Tables – Annex B in accordance with R2950D, Allowable Costs for Contract Changes Under General Condition (GC) 6.4.1.. Such costs will be payable monthly in arrears.

If additional personnel are required outside of the categories and rates described in the Pricing Tables, 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.

## **DIRECT CONSTRUCTION COSTS (TABLE 1)**

### **1. General Site Requirements - Division 1 Work**

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

Generally, the provision of labour, materials and equipment for general site requirements identified in the project Brief as Division 1 work, other than that required under 4. Percentage Construction Fee, will be tendered either as a component of a trade subcontract or as a site services subcontract. The Contractor may only provide these services when specifically authorized in writing by Canada.

When authorized, the Contractor will be reimbursed at cost for materials and services as confirmed by payment certification. The Contractor will be reimbursed for labour in accordance with the firm hourly rates (including payroll costs, overhead and profit) quoted in the Pricing Tables – Annex B for the identified categories of personnel or in accordance with hourly rates which have been negotiated and mutually agreed to between Canada and the Contractor for personnel that were not pre-identified in the Pricing Tables – Annex B in accordance with R2950D, Allowable Costs for Contract Changes Under General Condition (GC) 6.4.1.

### **2. Subcontractor and Suppliers**

The basis of the contract will be the estimated construction costs identified in the Project Brief. However, the final contract value will be determined based on the actual direct construction costs for the supply of materials, services and labour to undertake and complete the Work as defined in the documents used for tendering and construction and confirmed by payment certification. The actual direct construction cost will be in accordance with awarded contracts and purchase orders as may be adjusted through appropriate changes approved by Canada.

### **3. Construction Costs**

- (a) Determination of Construction Cost will be in accordance with Article 5.6 Construction Costs will be reimbursed in accordance with GC5 - Terms of Payment. Construction Costs will include:
  - (i) The actual, reasonable and direct costs of subcontracts;
  - (ii) The actual, reasonable and direct costs incurred by the Contractor, as previously agreed to by Canada in performing the Work, as follows:
    - (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) Site engineering, as-built drawings, maintenance manuals and all other documents required to be provided before certification of Substantial Performance, as well as commissioning activities;
- (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.

#### **4. Site Labour Costs (allowance is included within Estimated Construction Cost) (TABLE 6)**

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 4.4 - Construction Services of the ToR 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.

Regardless of 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.

## ANNEX B PRICING TABLES

### List of Deliverables and Total Bid Amount (TBA) Calculation:

*The information herein that that been italicized, will not appear in any resultant contract, Annex B.*

TABLE 1 ESTIMATED CONSTRUCTION COST (ARTICLE C-1, 2, 3 & 4 OF ANNEX A – BASIS OF PAYMENT)		
COLUMN (A)	COLUMN (B)	COLUMN (C)
ITEM	DESCRIPTION OF REQUIREMENT	ESTIMATED CONSTRUCTION COST
Direct Construction Costs (Sites A, B, C, D, E, F, G,H, I and J)		
1	Estimated Construction Cost	\$99,191,296.78
Total Sum of Item 1:		\$99,191,296.78
<b>Note 1.</b> Construction Time: The full scope of work must be completed within <b>48</b> months from contract award. <b>Note 2.</b> Actual Construction costs will be calculated in accordance with Annex A, Article C – 1, 2, 3 & 4		

TABLE 2 ADVISORY SERVICES & LUMP SUM DELIVERABLES FEES (ARTICLE B 1. & ARTICLE B 2. OF ANNEX A- BASIS OF PAYMENT)					
COLUMN (A)	COLUMN (B)	COLUMN (C)	COLUMN (D)	COLUMN (E)	COLUMN (F)
Item No.	Description of Requirement	Unit of Measure	Estimated Expenditure	Fee Percentage	Fixed Extended Total (D x E)
1	<b>Advisory Services Percentage Fee by Project Phase; (See Annex A, Basis of Payment, Article B-1) - based on Level of Effort (LOE).</b>				
a.	Requirements Analysis Phase	%	\$99,191,296.78	_____ %	\$
b.	Design Concept Phase	%	\$99,191,296.78	_____ %	\$
c.	Design Development Phase	%	\$99,191,296.78	_____ %	\$
d.	Construction Documents Phase	%	\$99,191,296.78	_____ %	\$
e.	Tender Phase	%	\$99,191,296.78	_____ %	\$
f.	Construction Phase	%	\$99,191,296.78	_____ %	\$
<b>Note 1.</b> Payments in respect of the percentage fixed fee arrangement will be made monthly during the performance of the Services, on the basis of the fee submitted and progress as determined by the Departmental Representative for each of the Services. The total percentage fixed fee will be calculated on the Estimated Construction Costs provided in the Terms of Reference and not subject to adjustment due to variations in the Estimated Construction Cost through the life of the project (There will be no increase in payment regardless of the final expenditure for					

construction). Although these draws against the Advisory Services Percentage fixed Fee can be on monthly basis, they are not fixed and their value will vary depending on the progress of the project and the approval of DR.

COLUMN (A)	COLUMN (B)	COLUMN (C)	COLUMN (D)	COLUMN (E)	COLUMN (F)
Item No.	Description	Unit of Measure	Estimated Expenditure	Unit Price	Fixed Extended Total (D x E)
2	<b>Fixed Lump Sum Deliverables Fees (See Annex A, Basis of Payment, Article B-2)</b>				
a.	RS 3.1 Construction Process and Procedures Manual	Lot	1	\$	\$
b.	RS 3.2 Tendering Strategy and Process Plan	Lot	1	\$	\$
c.	RS 3.3 Construction Cost Management Plan	Lot	1	\$	\$
d.	RS 3.4 Construction Time Management Plan	Lot	1	\$	\$
e.	RS 3.5 Construction Scope Management Plan	Lot	1	\$	\$
f.	RS 3.6 Construction Risk Management Plan	Lot	1	\$	\$
g.	RS 3.7 Construction Quality Management Plan	Lot	1	\$	\$
h.	RS 3.8 Site Specific Construction Management Plans	Lot	1	\$	\$
i.	RS 3.9 Reports	Lot	1	\$	\$
j.	RS 3.10 Operations and Maintenance Manuals	Lot	1	\$	\$
<b>Total Sum of (Item 1 + Item 2):</b>					<b>\$</b>
<b>Note to Bidders:</b>					

The sum of the Extended Totals under Column (E) for Item 1 + Item 2 will be used to calculate the Total Bid Amount (TBA) for Evaluation Purposes for Table 2.

TABLE 3 PERCENTAGE CONSTRUCTION FEES (ARTICLE B-4. OF ANNEX A- BASIS OF PAYMENT)					
COLUMN (A)	COLUMN (B)	COLUMN (C)	COLUMN (D)	COLUMN (E)	COLUMN (F)
Item	Description of Requirement	Unit of Measure	Estimated Construction Cost	Price per Unit	EXTENDED TOTAL (D X E)
2	Percent of Direct Construction Cost Sites A, B, C, D, E, F, G, H, I and J (See Annex A, Basis of Payment, Article B-4).	%	\$99,191,296.78	_____ %	\$ _____
Total Sum of Item 1:					\$
<b>Note 1.</b> The sum of the Extended Totals under Column (F) for Item 1 will be used to calculate the Total Bid Amount (TBA) for Evaluation Purposes for Table 3.					
<b>Note 2.</b> The actual construction costs (Column D) will be calculated in accordance with Annex A, Article C – 1, 2, 3 & 4					

TABLE 4 BONDING AND INSURANCE (ARTICLE B-3. (a, b & c) OF ANNEX A- BASIS OF PAYMENT)		
COLUMN (A)	COLUMN (B)	COLUMN (C)
ITEM	DESCRIPTION OF REQUIREMENT	CEILING TOTAL
1	Bonding and Insurance	\$
Total Sum of Item 1:		\$
<b>Note to Bidders:</b> The sum of the Firm Price Total under Column (C) for Item 1 will be used to calculate the Total Bid Amount (TBA) for Evaluation Purposes for Table 4.		

TABLE 5 CASH ALLOWANCE FOR PERMITS (ARTICLE B-3. (d, e & f) OF ANNEX A- BASIS OF PAYMENT)		
COLUMN (A)	COLUMN (B)	COLUMN (C)
ITEM	DESCRIPTION OF REQUIREMENT	ESTIMATED TOTAL
1	Cash Allowance for Permits	\$60,000.00
2	Cash Allowance for Disbursements	\$150,000.00

<b>Total Sum of Item 1:</b>				<b>\$210,000.00</b>
<b>Note to Bidders:</b> <i>The sum of the Firm Price Total under Column (C) for Item 1 will be used to calculate the Total Bid Amount (TBA) for Evaluation Purposes for Table 5.</i>				
<b>TABLE 6</b> <b>ADDITIONAL PERSONNEL</b> <b>(ARTICLE C-4. OF ANNEX A- BASIS OF PAYMENT)</b>				
<b>COLUMN (A)</b>	<b>COLUMN (B)</b>	<b>COLUMN (C)</b>	<b>COLUMN (D)</b>	<b>COLUMN (E)</b>
<b>ITEM</b>	<b>CATEGORY OF PERSONNEL</b>	<b>CEILING HOURLY RATE</b>	<b>QUANTITY (HOURS)</b>	<b>EXTENDED TOTAL (C X D)</b>
<b>ADDITIONAL PERSONNEL (If and When Requested)</b> <i>Based on Estimated Hours for Price Evaluation Purposes; see Annex A, Basis of Payment, Article C-4.</i>				
<b>1</b>	Project Manager	\$	500	\$
<b>2</b>	Construction Manager	\$	500	\$
<b>3</b>	Cost Estimator	\$	400	\$
<b>4</b>	Quality Manager	\$	300	\$
<b>5</b>	Contract Administrator	\$	500	\$
<b>6</b>	Assistant Superintendent	\$	500	\$
<b>7</b>	Safety Officer	\$	500	\$
<b>8</b>	Carpenter Foreman	\$	300	\$
<b>9</b>	Carpenter	\$	700	\$
<b>10</b>	General Labourer	\$	1500	\$
<b>Total Sum of (Item 1 through 10):</b>				<b>\$</b>
<b>Notes to Bidders:</b> <i>The sum of the Extended Total under Column (E) for Item 1 through Item 10 will be used to calculate the Total Bid Amount (TBA) for Evaluation Purposes for Table 6.</i>				
<b>Note 1.</b> <i>Payment for any additional services or personnel will be based on the hourly rate and paid on the basis of actual hours worked.</i>				
<b>Note 2.</b> <i>The quantities and categories of personnel identified 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.</i>				
<b>Note 3.</b> <i>In order to ensure that fair and competitive hourly rates are received for each of the category of personnel the following requirements must be adhered to:</i>				
<ul style="list-style-type: none"> <li>a. <i>The Bidder must provide hourly rates for each category of personnel listed;</i></li> <li>b. <i>The hourly rate for any given listed category of personnel cannot be \$0.00 or nil value.</i></li> </ul>				

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

**Note 4.** Hourly rates are included in the Total Bid Amount for Evaluation Purposes and will be authorized and paid in accordance with Annex A, Article C-4.

<b>TABLE 7</b>			
<b>TOTAL BID AMOUNT FOR EVALUATION PURPOSES</b>			
<i>The Total Bid Amount (TBA) will be evaluated with the figures from Table 2 to Table 6.</i>			
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>PRICE</b>	
1	<b>TABLE 2- ADVISORY SERVICES &amp; LUMP SUM DELIVERABLE FEES</b>	<b>Total Firm Price from Table 2</b>	
2	<b>TABLE 3- CONSTRUCTION MANAGER'S PERCENTAGE (%) FEE</b>	<b>Total Firm Price from Table 3</b>	\$
3	<b>TABLE 4- BONDING AND INSURANCE</b>	<b>Total Firm Price from Table 4</b>	\$
4	<b>TABLE 5- CASH ALLOWANCE FOR PERMITS</b>	<b>Total Firm Price from Table 5</b>	\$
5	<b>TABLE 6- CONSTRUCTION MANAGER'S ADDITIONAL PERSONNEL</b>	<b>Total Firm Price from Table 6</b>	\$
<b>TOTAL BID AMOUNT (TBA) FOR EVALUATION PURPOSES, ALL EXCLUDING APPLICABLE TAXES:</b> <b>(Item 1 + Item 2+ Item 3 + Item 4 + Item 5)</b>			\$

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## **ANNEX C- TERMS OF REFERENCE**

**(See attached)**

## **ANNEX D**

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

#### **1. Mandatory Requirements**

- 1.1. Bidders must provide the required submissions and additional information to be awarded a contract.
- 1.2. The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.
- 1.3. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

#### **2. Certifications Precedent to Contract Award and Additional Information**

- 2.1. The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.
  - i. Insurance – Professional Liability
  - ii. Insurance – WSIB
  - iii. Corporate OH&S Policy Statement
  - iv. Corporate Environmental Policy Statement
  - v. Confirmation of Quality Management System
- 2.2. Integrity Provisions  
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. If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive.

#### **3. Mandatory Submissions Required with the Bid**

- 3.1. Bidders must submit the following duly completed documents as part of their bid at time of bid closing date and time. Failure to meet the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out. Mandatory requirements are:
  - i. Bid Security;
  - ii. Technical Submission;
  - iii. Financial bid in accordance with Pricing Tables – Annex B.



#### 4. Rated Requirements (Technical)

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

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

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under Technical Evaluation – Mandatory Technical and Point Rated Criteria Annex D is [forty (40)] pages.

The following are not part of the page limitation mentioned above;

- Covering letter
- Proposed Team Resumes
- Declaration/Certifications Form
- Integrity Provisions – Required Documentation
- Front page of the RFP
- Front page of revision(s) to the RFP
- Price Tables – Annex B

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

##### 4.1. Experience of the Bidder (Construction Management); (Weight 2.0):

Provide three (3) representative reference projects successfully completed by the Bidder and/or joint venture partner within the last ten (10) years. The representative projects should be relevant to the scope of services required, and the scale and scope of the project described in this RFP. Only the first 3 projects listed in sequence will receive consideration and any others will receive none as though not included. The following information should be included for each representative project:

a) Project Relevance:

- i. A brief project description and intention of the project including total construction value and contracts managed as well as start and completion dates and names of key personnel responsible for project delivery;
- ii. Clearly indicate how and why each referenced project is comparable to the subject Project of this RFP against the following criteria: size of project, nature of the work, resource requirements, complexity, constraints and expectations, public and other stake holder involvement; and

b) Project Management:

- i. Budget control and management (i.e. initial contract price & final construction cost with explanation to address variances);
- ii. Schedule control and management (i.e. initial schedule and revised schedule with explanation to address variances);
- iii. Scope, quality and risks management to achieve client's expectations;

c) Project Reporting:

- i. Project reporting requirements.

d) Provide contact information for client references knowledgeable in the representative project and the Bidder's or Joint Venture partner's role. The references will only be contacted by the Contracting Authority to confirm submitted material.

## 4.2 Experience of Key Personnel of the Bidder (Weight 1.5)

### 4.2.1 Team Identification and Qualifications

The Construction Management team should be identified and should include, as a minimum, the following key staffing positions. Bidders should provide resumes to demonstrate the following:

- i. **Project Manager:** Should provide academic qualifications and certifications including professional designations including degrees, P. Eng., PMP, etc. with a minimum fifteen (15) years progressive experience in the construction industry including the last five (5) years managing heavy civil construction projects of similar size and complexity with minimum construction value of \$10,000,000.
- ii. **Construction Manager:** should include academic qualifications including P. Eng., Gold Seal, Occupational Health and Safety certifications, etc. with a minimum fifteen (15) years of progressive experience in the construction industry, the last five (5) years years in management positions as Site Superintendent and/or Construction Manager of heavy civil construction projects of similar size and complexity with minimum construction value of \$10,000,000.
- iii. **Cost Estimator:** should include academic qualifications including P. Eng., Quantity Surveyor (PQS), Gold Seal, etc. with a minimum ten (10) years of progressive experience in the construction industry, the last three (3) years as a construction cost estimator of heavy civil construction projects of similar size and complexity with minimum construction value of \$10,000,000. Should be familiar with Class D (indicative) to Class A (substantive) cost estimates.
- iv. **Scheduler:** Should provide academic qualifications and certifications including professional designations including degrees, P. Eng., PMP, etc. with a minimum ten (10) years progressive experience in the construction industry including the last three (3) years developing and managing schedules using state-of-the-art CPM and PERT scheduling software for heavy civil construction projects of similar size and complexity with minimum construction value of \$10,000,000.
- v. **Site Superintendent:** Should provide academic qualifications including professional designations including degrees, P. Eng., Gold Seal, Occupational

Health and Safety Certifications, etc. with a minimum fifteen (15) years progressive experience in the construction industry including the last five (5) years as Site Superintendent on heavy civil construction projects of similar size and complexity with minimum construction value of \$10,000,000.

- vi. **Site Safety Officer:** Should provide academic qualifications and certifications including professional designations including degrees, Gold Seal, CIH, JHSC Certification, etc. with a minimum ten (10) years progressive experience in the construction industry including the last three (3) years as safety officer on heavy civil construction projects of similar size and complexity with minimum construction value of \$10,000,000.

#### 4.2.1 Experience and Suitability of Proposed Staff

Describe the experience and performance of the key personnel to be assigned to this project. Information to be provided for each member of the key personnel and back up should go back at least ten years and include:

- Experience and qualifications in the field of waterway rehabilitation including dam, bridge and canal works.
- Experience in the proposed position and number of years of experience in both the proposed position and the construction industry (if not with Bidder firm, specify name of firm);
- Role, responsibility and degree of involvement of individual in past projects (especially those identified as reference projects).

#### 4.3 Experience as a Team (Weight 1.0)

Although the quality of the proposed Construction Management Team is key to the successful delivery of the project, their experience working together as a team is equally important as is the organization's support role. The Bidder should provide evidence and discuss how the team has worked together preferably on the representative reference projects provided in response to 4.1 above including Project Manager, Construction Manager, Site Superintendent and Safety Officer. Identify what processes and procedures have been and/or will be implemented to enhance team work and the availability of other proponent resources to deliver a successful project.

#### 4.4 Understanding the Project: (Weight 1.5)

The Bidder should demonstrate a good understanding of the goals of the project including as a minimum:

- The relationship of the specific project with the overall Waterways rehabilitation program;
- The functional, operational and technical requirements;
- The constraints, risks, benefits and issues that will shape the end product;
- The interest of both internal and external stakeholders; and
- The expectations of the Client.

#### **4.5 Management of Services: (Weight 2.0)**

The Bidder is to describe how it proposes to effectively perform the services and deliver the work while meeting the project constraints and ensuring consistent control throughout the project. The Bidder should also demonstrate how the team will be organized and managed.

##### **4.5.1 Organization Chart & Resource Allocation**

It is the Bidder's responsibility to right size the proposed team for a project of this stature, complexity, location, cost constraints and time frame.

- a) Provide your Team's organization chart with all proposed personnel as required to deliver the project in the most cost and time efficient manner. Describe, in detail, roles and responsibilities of the personnel selected and provide a narrative clearly explaining the rationale for the proposed project resourcing against the project objectives, including the category of resource, quantity of resource, and the individuals proposed.
  - The organization chart should identify proposed team member names and backup as well as their proposed positions for both pre-construction and construction stages of the work.
  - The organization chart should also show the contractual and reporting relationships with PWGSC, the consultant, the Client and major external stakeholders.

#### **4.6 Work Plan and Methodologies: (Weight 2.0)**

- 1) Bidder should describe how they propose to undertake this requirement to achieve the project objectives through a high level work plan identifying major tasks and application of proven methodology. Bidder should provide the following as a minimum:
  - a) Cost Management
    - i) Construction Manager's costs
      - (1) A description of procedures to be put in place to manage the cost of the services to be provided under this requirement.
    - ii) Project costs
      - (1) A description of the cost control and methodology to be applied throughout the delivery of the project;
      - (2) Describe the estimating process the Bidder will use to document the cost of each bid package, and explain how costs will be compared to market conditions.
  - b) Time Management (Schedule)
    - i) A description of the schedule control and methodology to be applied throughout the delivery of the project;

- c) Quality Management
    - i) A description of the quality control and quality assurance methodology to be applied throughout the delivery of the project to ensure deliverable meets expectations;
  - d) Scope Management (Change Management)
    - i) A description of the scope change control and methodology to be applied throughout the delivery of the project;
  - e) Risk Management
    - i) A description of how the Bidder will support and contribute to the design and construction phases with respect to risk management.
  - f) Communications Management
    - i) Provide a description of the internal and external communication strategies, including meetings, communication tools, reporting tools and format;
    - ii) Describe the reporting relationships within the Bidder's organization, PWGSC and the Client.
  - g) Resource Management
    - i) Project team
      - (1) Detail how the Bidder will maintain the key team personnel available to the project for the duration of the work.
    - ii) Site health and Safety
      - (1) Provide a description of the Health and Safety philosophy, policy, process and procedural documentation and how it is aligned with the requirements of the project.
      - (2) Provide a narrative describing how the Bidder will implement a Site Specific Health & Safety Plan for this project.
  - h) Procurement Management
    - i) Trade contracts (tendering strategy)
      - (1) Provide a description of the proposed tendering methodology including a discussion as to how the Bidder would ensure cost effective contracts through competitive tendering.
      - (2) Detail how the Bidder will ensure that qualified contractors will be available to tender and undertake the necessary work in compliance with design requirements.
    - ii) Long delivery items
      - (1) Provide a description of the mechanism to identify and acquire any long term or limited delivery components necessary for the work.
- 2) In addition to the above the Bidder should provide:

- a) A Work Plan with a breakdown of Work tasks and deliverables. Include a narrative describing the Work Plan. In the narrative, indicate how the Bidder would address any adjustments to the Work Plan for changes in site conditions or other project impacts.
- b) An initial construction schedule in 'bar chart' format with commentary based on the Terms of Reference, the information provide in the RFP and additional reasonable assumptions that anticipates the various issues that may be faced by the Bidder in undertaking the Work. The schedule should outline activities, sequencing and interdependence of construction activities and work packages backed up with a narrative report describing;
  - i) A description as to how the Bidder will coordinate with the design consultant and contribute to the process of aligning the design to meet both cost and schedule constraints.
  - ii) A cost estimating strategy describing the process the Bidder will employ to determine construction costs at each stage of the work as the design progresses. Detail the estimating process the Bidder will use to document the cost of each bid package prior to tender, and explain how costs will be compared to market conditions.
  - iii) A description as to how the Bidder will perform design and construction document reviews and communicate assumptions, risks and constructability review comments to the consultant team and PWGSC at both ongoing basis and at set review intervals.
  - iv) A description of how advisory services will be provided during the design stages.
  - v) A description of the proposed commissioning methodology;

## 5. Evaluation of Rated Requirements

In the first instance, price envelopes will remain sealed and only the Rated Requirements (Technical Submission) of the proposals which are responsive will be reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the following to establish Technical Ratings:

To be considered further, bidders must achieve a minimum Technical Rating of sixty percent (60%) of available points an each specific category and seventy five (75) points out of the hundred (100) points available as a total technical score. No further consideration will be given to bidders not achieving this criterion.

### 5.1 Evaluation Table

SRE ID	Description	Available Points	Weight	Maximum Points
4.1	Experience of Bidders	0 to 10	2.0	20
4.2	Key Personnel	0 to 10	1.5	15
4.3	Experience as a Team	0 to 10	1	10
4.4	Understanding Project	0 to 10	1.5	15
4.5	Managing Services	0 to 10	2	20
4.6	Work Plan and Methodology	0 to 10	2	20
	Total Technical Score			100

## 5.2 Evaluation Table

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

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

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw037

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R.076951.139

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**ANNEX E-  
CERTIFICATE OF INSURANCE**



## ANNEX F

### VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (SAMPLE)

*(This report is not required at bid deposit)*

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

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

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

Number of apprentices hired	Trade

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## FORM 1

BID SUBMISSION FORM	
<b>Bidder's full legal name</b> <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name:
	Title:
	Address:
	Telephone #:
	Cell #:
	Email:
<b>Bidder's Procurement Business Number (PBN)</b> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>	
<b>Security Clearance Level of Bidder</b> <b>[include both the level and the date it was granted]</b> <i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i>	
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.	
<b>Signature of Authorized Representative of Bidder</b>	<hr/>

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## FORM 2

### CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT

#### Client Letter of Reference

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

#### Project Details:

- XXXX
- XXXX

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

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### FORM 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-responsive. 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.

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

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#### FORM 4

### VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

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

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

Signature: \_\_\_\_\_

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

Company Legal Name: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

Number of company employees: \_\_\_\_\_

Number of apprentices planned to be working on this contract: \_\_\_\_\_

Trades of those apprentices:

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