

Travaux publics et Services gouvernementaux Canada

# **RETURN BIDS TO:**

# RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC 11 Laurier/11, rue Laurier Place du Portage, Phase III Core 0B2 / Noyau 0B2 Gatineau, Québec K1A 0S5 Bid Fax: (613) 997-9776

# 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

Parliamentary Precinct Division/Acquisitions de la Cité parliamentaire 222 Queen Street / 222, rue Queen Ottawa Ontario K1A 0S5

Title - Sujet					
Ministerial Furniture					
Solicitation No N° de l'invitation			Date		
EP751-170953/A		2016-	12-	14	
Client Reference No N° de re EP751-170953	éférence du client	•			
GETS Reference No N° de re PW-\$PPS-013-26098	éférence de SEAG				
File No N° de dossier 013pps.EP751-170953					
Solicitation Closes	L'invitation pre	nd fi		Time Zone Fuseau horaire	
at - à 02:00 PM on - le 2017-01-24				Eastern Standard Time EST	
F.O.B F.A.B.					
Plant-Usine: Destination	: 🗸 Other-Autre:				
Address Enquiries to: - Adres	ser toutes questions à:		Bu	yer ld - ld de l'acheteur	
Stone, Caitlin		013pps			
Telephone No N° de télépho	ne	FAX No N° de FAX			
(613) 990-4011 ( )		(613) 990-4447			
Destination - of Goods, Service Destination - des biens, service 111 Wellington Street	•				
		,			
				*	

Instructions: See Herein

Instructions: Voir aux présentes

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



File No. - N° du dossier

Buyer ID - Id de l'acheteur 013pps CCC No./N° CCC - FMS No./N° VME

# 013ppsEP751-170953

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#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

The bid solicitation is divided into seven parts plus 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 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 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 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification.

The Appendices include the Technical Evaluation Criteria and the Financial Bid Presentation Sheet.

## 1.2 Summary

## **Project Description**

Public Works and Government Services Canada (PWGSC) is renovating the heritage building located at 111 Wellington Street in Downtown Ottawa.

PWGSC requires the services of a Contractor to supply, deliver and install Wood Furniture for offices and meeting rooms located at 111 Wellington Street, Ottawa, Ontario.

- Group 1: There are approximately twenty-seven (27) pieces of MN Furniture to be delivered and installed in 3 separate deliveries between December 1, 2017 and March 2018.
- Group 2: There are three (3) Modified Desks to be delivered and installed in 3 separate deliveries between December 1, 2017 and March 2018.
- Group 3: There are five (5) pieces of Racetrack Tables to be delivered and installed in 3 separate deliveries between February 1, 2018 and April 2018.
- Group 4: There is one (1) Supervisor's Cabinet to be delivered and installed between February 1, 2018 and March 2018.
- Group 5: There are six (6) pieces of Lounge Serveries to be delivered in 2 deliveries between February 1 2018 and April 2018.

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Group 6: There are seven (7) Meeting Room - Flag Stands to be delivered and installed between February 1, 2018 and March 2018.

The 111 Wellington Building is a four-storey heritage structure (a mechanical penthouse, four [4] floors above grade and two [2] partial basement levels and a partial basement mezzanine level). The building has no loading dock. Access for delivery will be provided at one (1) or more of the building entrances.

## **Security Requirements**

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the <a href="Industrial Security Program (ISP)">Industrial Security Program (ISP)</a> of Public Works and Government Services Canada (http://ssiiss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

#### **Canadian Content**

The requirement is subject to a preference for Canadian goods and/or services.

## **Procurement Strategy for Aboriginal Business**

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see <a href="#">Annex 9.4</a> of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for set asides for small and minority businesses.

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

#### **Bidder's Conference**

There is a mandatory bidder's conference associated with this requirement. Consult Part 2 – Bidder Instructions.

## **Federal Contractors Program for Employment Equity**

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled <u>Federal Contractors Program for Employment Equity - Certification</u>.

## 1.3 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.

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#### **PART 2 - BIDDER INSTRUCTIONS**

## 2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 120 days

## 2.1.1 Equivalent Products

Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

- a. designates the brand name, model and/or part number of the substitute product;
- b. states that the substitute product is fully interchangeable with the item specified;
- c. provides complete specifications and descriptive literature for each substitute product;
- d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
- e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

Products offered as equivalent in form, fit, function and quality will not be considered if:

- a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
- b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

#### 2.2 Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

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#### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

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

- a. an individual:
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

#### Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

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

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## **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.5 Applicable Laws

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

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

## 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fifteen (15) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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## 2.7 Mandatory Bidders' Conference

A mandatory bidders' conference will be held on January 10<sup>th</sup>, 2017. Attendees are to meet at the security desk located at the main entrance. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered.

Bidders must communicate with the Contracting Authority before the conference to confirm attendance. Bidders must provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than January 6<sup>th</sup>, 2017 at 12:00 pm.

Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the conference. Bidders who do not attend the mandatory conference or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation

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### **PART 3 - BID PREPARATION INSTRUCTIONS**

## 3.1 Bid Preparation Instructions

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

Section I: Technical Bid (3 hard copies and 1 soft copy on CD or USB)

Section II: Financial Bid (2 hard copies and 1 soft copy on CD or USB)

Section III: Certifications (2 hard copies and 1 soft copy on CD or USB)

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

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

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

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

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

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

#### Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid 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 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.

#### Section II: Financial Bid

**3.1.1** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Appendix ii. The total amount of Applicable Taxes must be shown separately.

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# 3.1.2 Exchange Rate Fluctuation

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.

## **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada and Tiree Facility Solutions Inc. will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### 4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Appendix i - Technical Evaluation Criteria. Bidders MUST respond to the mandatory evaluation criteria in their Technical Bids. Bidders SHOULD respond to the rated evaluation criteria in their Technical Bids. Bidders should use Appendix i to indicate where in their bid the evaluation criteria may be found (for example, referencing the appropriate page number).

#### 4.1.2 Financial Evaluation

### 4.1.2.1 Mandatory Financial Criteria

Mandatory financial evaluation criteria are included in Appendix ii, "Financial Bid Presentation Sheet". Bidders MUST complete the pricing tables found in Appendix ii, "Financial Bid Presentation Sheet"

### 4.1.2.2 Evaluation of Price

The price of the bid entered by the Bidder at Table 1 of Appendix ii "Financial Bid Presentation Sheet" will be evaluated in Canadian dollars, Applicable taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

#### 4.2 Basis of Selection

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 of 50 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 81 points.

Bids not meeting (a) or (b) or (c) will be declared non-responsive.

The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 25% for the technical merit and 75% for the price.

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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 25%.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 75%.

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

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.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 25/75 ratio of technical merit and price, respectively. In the example the total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (25%) and Price (75%)					
		Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score		115/135	89/135	92/135	
Bid Evaluated	Price	\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	115/135 x 25 = 21.30	89/135 x 25 = 16.48	92/135 x 25 = 17.04	
	Pricing Score	45/55 x 75 = 61.36	45/50 x 75 = 67.50	45/45 x 75 = 75.00	
Combined Rating		82.66	83.98	92.04	
Overall Rating		3 <sub>rd</sub>	2 <sup>nd</sup>	1 <sup>st</sup>	

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### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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.

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.

## 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

## 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

## 5.1.2 Additional Certifications Required with the Bid

### 5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

**5.1.2.1.1** SACC Manual clause A3050T (2014-11-27) Canadian Content Definition

### 5.1.2.2 Set-aside for Aboriginal Business

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, for more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see <u>Annex 9.4</u>, Supply Manual.

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The Bidder:

- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

The Bidder must check the applicable box below:

- i. () The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
   OR
- () The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

The Bidder must check the applicable box below:

- i. () The Aboriginal business has fewer than six full-time employees.
   OR
- ii. () The Aboriginal business has six or more full-time employees.

The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

#### Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

I am	(insert "an owner" and/or "a full-time employee") of
	(insert name of business), and an Aboriginal person, as defined in
Annex 9.4 of the Su	upply Manual entitled "Requirements for the Set-aside Program for Aboriginal
Business"	

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### 5.2 Certifications Precedent to Contract Award and Additional Information

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 specified will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the <u>Ineligibility and Suspension Policy</u> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

## 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <a href="Employment and Social Development Canada (ESDC)">Employment and Social Development Canada (ESDC)</a> - Labour's website <a href="http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contractor\_p">http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contractor\_p</a> rogram.page?&\_ga=1.229006812.1158694905.1413548969#afed).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex <u>Federal Contractors</u> <u>Program for Employment Equity - Certification</u>, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

## 6.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
  - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7
     Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- Bidders are reminded to obtain the required security clearance promptly. Any delay in the award
  of a contract to allow the successful Bidder to obtain the required clearance will be at the entire
  discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the <a href="Industrial Security Program (ISP)">Industrial Security Program (ISP)</a> of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

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### **PART 7 - RESULTING CONTRACT CLAUSES**

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

### 7.1 Statement of Work

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

## 7.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both, up to 20% of the contract value or a quantity of one (1) as described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

#### 7.2 Standard Clauses and Conditions

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

### 7.2.1 General Conditions

2030 (2016-04-04) General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

## 7.2.2 Supplemental General Conditions

4012 (2012-07-16) Goods Higher Complexity, apply to and form part of the Contract.

### 7.3 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

The Contractor/Offeror personnel requiring access to secure work site(s) must, at all times during the performance of the Contract/Standing Offer, **EACH** hold a valid **SITE ACCESS** Clearance, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Contractor/Offeror must comply with the provisions of the Security Requirements Check List and security guide (if applicable), attached at Annex C.

### 7.4 Term of Contract

## 7.4.1 Delivery Date

Three separate deliveries will be made between October 2017 and May 2018. All the deliverables must be received on or before May 31st 2018. Contract close-out activities must be completed by July 1st 2018.

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## 7.4.2 Delivery Instructions

Deliveries are to 111 Wellington Street, in Ottawa, Ontario. Delivery requirements are specified at Annex "A", with locations specified in Attachment 1 to Annex A. Site access requirements are specified at Annex "D". Further delivery instructions will be provided at contract award.

### 7.5 Authorities

## 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Caitlin Stone Title: Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Telephone: 613-990-4011

E-mail address: caitlin.stone@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. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 7.5.2 Project Authority

Name: \_

Organization: \_\_\_

The Project Authority for the Contract is:

Telephone: E-mail address:		
carried out under the Cont Work under the Contract. <sup>-</sup> Project Authority has no au	ract and is responsible for all matter Technical matters may be discussed uthority to authorize changes to the	or agency for whom the Work is being rs concerning the technical content of the d with the Project Authority; however, the scope of the Work. Changes to the scope issued by the Contracting Authority.

### 7.5.3 Technical Authority

The Technical Authority for the Contract is:
Name: Organization:
Telephone:
E-mail:

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

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## 7.5.4 Contractor's Representative

Name: (to be inserted at contract award)
Organization:
Telephone:
E-mail:

#### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

## 7.7 Payment

## 7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

#### 7.7.2 Limitation of Price

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

## 7.7.3 Milestone Payments

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

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

## 7.8 Invoicing Instructions – Progress Payment

The Contractor must submit a claim for payment using form <a href="PWGSC-TPSGC 1111">PWGSC-TPSGC 1111</a>, Claim for Progress Payment.

Each claim must show:

- (a) all information required on form PWGSC-TPSGC 1111;
- (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions:

Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

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The Contractor must prepare the claim form <u>PWGSC-TPSGC 1111</u>, and forward it to the following two (2) e-mail addresses for appropriate certification after inspection and acceptance of the Work takes place:

To: (Addresses to be inserted at contract award) CC:

The Project Authority will then forward the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

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

#### 7.9 Certifications and Additional Information

## 7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### 7.9.3 Aboriginal Business Certification

The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in <u>Annex 9.4</u> of the *Supply Manual*.

The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

#### 7.9.4 Canadian Content Certification

The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause <u>A3050T</u>.

The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the

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Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

## 7.10 Applicable Laws

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

## 7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4012 (2012-07-16) Goods Higher Complexity;
- (c) the general conditions <u>2030 (</u>2016-04-04) General Conditions Higher Complexity Goods;
- (d) Annex A, Statement of Work;
- (e) Attachment 1 to Annex A, Wood Furniture Location Plans for Installation;
- (f) Attachment 2 to Annex A, Wood Furniture Construction Drawings;
- (g) Annex B, Basis of Payment;
- (h) Annex C, Security Requirements Check List;
- (i) Annex D, Site Instructions
- (j) the Contractor's bid dated (to be inserted at contract award)

## 7.12 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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# ANNEX "A"

# **STATEMENT OF WORK: Ministerial Wood Furniture**

See Attached: "SOW\_EDT 170953 eng.pdf"

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### Attachment 1 to Annex A

## **Wood Furniture Location Plans for Installation**

## See attached files:

- "locations installation group 1 et 2.pdf"
- "locations installation group 3.pdf"
- "locations installation group 4.pdf"
- " locations installation group 5.pdf"
- "locations installation group 6.pdf"

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# Attachment 2 to Annex A

# **Wood Furniture Construction Drawings**

## See attached files:

- "drawings images group 1.pdf"
- " drawings images group 2.pdf"
- " drawings images group 3.pdf"
- " drawings images group 4.pdf"
- " drawings images group 5.pdf"
- " drawings images group 6.pdf"

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## ANNEX "B"

### **BASIS OF PAYMENT**

Milestone Number	Milestone Description (Deliverables)	Percentage of Total Contract Price	Amount
1	Project Authority Sign-off of all Shop drawings	10%	To be inserted at contract award
2	Project Authority Sign-off of all Mock ups	10%	
3	<ul><li>(a) Project Authority Sign-off of Prototype(s)</li><li>(b) Contractor provides the Chain of Custody for the Wood products used in the final manufacturing</li></ul>	10%	
4	Delivery and Installation*	60%	
5	Final Acceptance of Goods	10%	

<sup>\*</sup> In the event that deliveries are staggered, the Contractor may invoice for a portion of Milestone 4 (i.e. three deliveries would equal a payment of 20% per delivery, two deliveries would equal a payment of 30% per delivery). The Basis of Payment will be updated to reflect the project schedule.

## **Pricing Tables**

Note: The successful bidder's Pricing Tables from "Appendix ii – Financial Bid Presentation Sheet" will be inserted here upon Contract Award

**Table 1: Component Pricing** 

Furniture Type	Drawing Code	Quantity	Unit Price	Extended Pricing (Quantity x Unit Price)
	Group 1 –	MN Furniture		
MN Bookcase Unit	BCC-450a, BCC- 450b	8		\$0.00
MN Credenza	BCC-451	9		\$0.00
MN Desk	BCC-452	2		\$0.00
MN Computer Desk	BCC-453	8		\$0.00
Group 2 – Modified Desk				
Modified Desk	BCC-456	3		\$0.00
Group 3 – Racetrack Tables				

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1 Person Rectangular	BCC-490, BCC-492	1	\$0.00	

1 Person Rectangular Table	BCC-490, BCC-492	1		\$0.00
12 Person Racetrack Table	BCC-490, BCC-492	2		\$0.00
18 Person Racetrack Table	BCC-491, BCC-492	1		\$0.00
22 Person Racetrack Table	BCC-491, BCC-492	1		\$0.00
Group 4 – Supervisor's Cabinet				
Supervisor's Cabinet	BCC-440, BCC-441	1		\$0.00
Group 5 – Lounge Serveries				
Lounge Serveries	BCC-483, BCC-484, BCC-485	4 Open Shelf Serveries		\$0.00
		2 Sliding Door Serveries		\$0.00
Group 6 – Meeting Room – Flag Stand				
Meeting Room – Flag Stand	BCC-470	7		\$0.00
			Sub-total:	\$0.00
Applicable Taxes (@13% HST):			\$0.00	
* Component pricing must include delivery, installation, and Site Supervision				

<sup>\*</sup> Component pricing must include delivery, installation, and Site Supervision

# **Table 2: Optional Storage**

Rate Type	Rate
Firm Weekly Rate (per cubic meter)	To be inserted at contract award
Firm Monthly Rate (per cubic meter)	

## **Table 3: Optional Repairs**

Rate Type	Rate	
Hourly Rate (per repair personnel)	To be inserted at contract award	

# Table 4: Optional Additional Quantities (Group 1)

Group 1 Optional Additional Quantities			Unit Price per Additional Requested Unit
MN Bookcase Unit	BCC-450a, BCC-450b	5	
MN Credenza	BCC-451	5	
MN Desk	BCC-452	12	
MN Computer Desk	BCC-453	6	

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# ANNEX "C"

## **SECURITY REQUIREMENTS CHECK LIST**

See attached file: "SRCL\_LVERS 170953.pdf "

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#### ANNEX "D"

#### SITE INSTRUCTIONS

#### 1. Definitions

Where the term Contractor is used, it shall mean the supplier with whom Public Works and Government Services (PWGSC) enters into a contract. Where the terms "PWGSC" or "Owner" are used in this Document, it shall mean Public Works and Government Services Canada.

Wherever the term Construction Manager is used in this Document, it shall mean PCL Constructors Canada Inc. who are contracted with PWGSC to provide Construction Management Services and who will act as Constructor and manage site access and construction safety up to the Base Building

## 2. Site Security During Construction

substantial completion date.

The Construction Manager is mandated to provide site security services for the 111 Wellington Street Project until substantial completion has been reached for the Base Building construction work. After substantial completion for the Base Building work has been achieved, PWGSC will be responsible for site security and building control.

Site security services, is managed by the Construction Manager using in-house security management, and a contracted third party private sector security services provider (Commissionaires). PWGSC will process Contractor personnel clearances and provide approved access lists to the Construction Manager and Commissionaires for access control purposes.

The site has security presence 24 hours each day, seven days a week.

Visitors to site will only be granted access if they are on the security clearance access list and/or are escorted by an authorized representative that has prior clearance. Visitors must sign in and out at security and will be issued Visitor Cards to be worn while on site. Before entering the construction zone, all visitors must report to the PCL site office for a visitor orientation. (See section 2.2 below for the definition of a 'visitor.')

## 2.1 Security Clearance

Refer to the Security Requirements Check List for the required organizational and personnel security clearances. Individuals who do not have the minimum clearance level cannot work on site.

Once security clearance is granted to an individual, the Project Authority, will inform the Construction Manager's personnel security coordinator to update the construction access list. The Commissionaires will then provide a photo ID site pass for all personnel on the access list, working on site. The Commissionaires will check all cards daily as workers enter the site. The photo ID site pass card is to be worn in plain view at all times. Photo ID site passes are to be returned to Commissionaires after access to the site is no longer required. Contractors are to notify the Project Authority of any changes to their work force accessing site.

Lost or stolen cards are to be reported immediately. When the individual's scope of work is finished, the photo ID site pass must be turned in to the Commissionaires, and deactivated in the system.

#### 2.2 Worker/Visitor Site Access

#### Workers

Workers are those who are on site on a regular or daily basis to perform a specific scope of work. This includes individuals operating heavy equipment on site (i.e. a crane), consultants, service/maintenance workers, installers, inspectors and the like.

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Upon being granted a security clearance for 111 Wellington Street, workers are added to a daily access list and issued an access card. If the worker is not on the access list, they should contact their foreman or office who would then contact the Project Authority regarding their security status. For work completed on site prior to base building Substantial completion, a full Construction Manager orientation is required. These are held on Mondays and Thursdays at 07:00 A.M in the PCL Site Office. If the worker is unable to attend the full Construction Manager orientation, a short Construction Manager orientation must be completed and is good until the next full orientation. The Project Authority is to make arrangements with the Construction Manager for group orientations.

#### Visitors

A visitor is someone who is coming to the site outside the Personal Protective Equipment (PPE) zone/site offices or who is being escorted on a guided tour by a person holding a minimum Site Access clearance as well as having done the Construction Manager orientation. If a visitor comes to site, security calls the visitor's site contact to act as escort. The visitor signs in and is given a visitor badge. The escort will also sign the log and confirm that they will remain with the visitor at all times while on site. Short term orientations are not required if the visitor is staying in the trailer area, as it is designated and signed as a non-construction zone. The escort must accompany the visitor back to the security trailer to sign out at the end of the site visit.

Security will stop anyone who does not have a valid access card.

All visitors must be escorted while on site. All visitors going on the construction site must have a Construction Manager delivered short term orientation if this visit is prior to Base Building substantial completion.

#### Vehicles

All vehicles entering the site must have an approved Authorization for Vehicle Access (AVA) submitted 48 hours in advance. The AVAs for Contractors' vehicles will be managed by the Project Authority. Once approved, the vehicle will proceed through the Royal Canadian Mounted Police (RCMP) check point at the vehicular entrance to the site on Bank Street before approaching the site gate. The RCMP perform random vehicle searches which may add some delay time to vehicles coming on site. Depending on the size of the vehicles, the RCMP have indicated that a search could take anywhere from 2 to 20 minutes.

#### 2.3 Termination of Site Access

When an individual's scope of work is completed, or if they are barred from site, their construction access to the 111 Wellington Street project will be revoked. The Construction Manager will communicate this information to the Commissionaires and the site access card will be deactivated in the system. The Contractor must return the photo ID passes and inform the Construction Manager to deactivate the pass. The Construction Manager has the right to deny individuals access to the project site prior to Base Building substantial completion.

#### 2.4 Parking

Parking on site will not be allowed unless authorized by the Construction Manager. If authorization is given, a green parking pass will be handed out to the individual for posting in their vehicles at all times. The Construction Manager will update the list as required and submit to the security. Short term deliveries, owner/foreman stopping to check on workers and site inspectors requiring parking less than 30 minutes may be authorized upon prior coordination with the Construction Manager and in this case drivers will be given a yellow temporary parking pass upon signing in at the security office. They shall return the pass as they sign out.

#### 2.5 Site Deliveries

The following conditions must be met for deliveries prior to Base Building substantial completion.

Deliveries will not be accepted unless coordinated with, and approved by the Construction Manager.

The delivery steps will be as follows:

- 1. The delivery driver is provided with an AVA (Authorization for Building Access) by the Project authority; the driver can then head to the site to make the delivery.
- 2. The driver must pass through the RCMP checkpoint where the RCMP will verify his or her right to access the site.
- 3. Once cleared, the driver approaches the site gate. The project site gate is manned by project security.
- 4. The Site Supervisor and all assisting delivery personnel are required to attend a site coordination meeting as requested by the Construction Manager.
- 5. After the orientation a Delivery Drivers Orientation Checklist will be handed out by the security Personnel to the truck supervisor to be completed for each delivery.
- 6. The truck will then proceed to the work site for delivery.

The Construction Manager will conduct spot checks during deliveries, to ensure the Delivery Driver Orientation Checklist has been completed. If a spot check reveals the orientation has not been completed, the delivery must be stopped until the orientation is completed.

### 2.6 Off Hours Work

All Contractor workers that stay beyond, or return to the project, after hours or on weekends must be authorized to do so by the Construction Manager.

For work performed outside of regular hours (07:00 to 17:00) Monday to Friday, or on weekends, an Off Hours Work Permit must be submitted to the Project Authority and to the Construction Manager for approval. Once approved, the form is handed in to security to ensure only workers/vehicles on the permit are granted access to the site. As well, an AVA must have been completed and approved to ensure the proper timeframe is covered to inform RCMP that vehicular access was granted.

## 3. Safety

All Contractors will be responsible for health and safety of their workers as regulated by Federal, Provincial and Municipal Acts and Regulations.

The Contractor shall comply with the codes concerning safety applicable to the project and Safety Standards and Rules established during the progress of the work.

All workers must attend a Construction Manager site specific safety orientation. There are two types of site specific safety orientations:

- a) If the Contractor needs to continually access the site more than a week, the workers must attend a three hour site specific safety orientation.
- b) If the Contractor needs to access the site less than five times, the workers will need to attend a 15 minute site specific safety orientation each day.

For example, if the Contractor is sending the same crew of workers to continuously work on-site for a week or more, the Contractor's workers will be required to attend the site specific safety orientation described in a) above. If the Contractor is only coming on-site three times in total to deliver items, and the delivery crew may be different for each delivery, the Contractor's workers will be required to attend the site specific safety orientation described in b) above.

The Construction Manager has developed a Project Specific Health Safety and Environment Plan for the project. The Plan shall be complied with by the Contractor during the course of the work. This Plan shall be in force up to Base Building construction substantial completion.

The Contractor shall submit all safety related documentation requested by the Construction Manager.

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## 3.1 Personal Protective Equipment (PPE)

The Construction Manager will not supply PPE to the Contractor. The Contractor is required to provide sufficient PPE to accommodate their own forces. PPE used on this project shall be inspected and maintained in accordance with the manufacturer's instructions. Where damaged PPE equipment is detected, it will be removed from service and tagged as defective until approved repairs have been completed.

## **Mandatory Requirements:**

The following requirements are mandatory for all PCL construction sites:

## 3.1.1 Clothing

Workers shall report to site fit and ready for work. Shirts with at least a 4 inch sleeve shall be worn at all times. Full length sleeves may be required on some projects. Full length pants are mandatory. Shorts are not to be worn at any time. Loose clothing or jewelry which may create a hazard shall not be worn.

#### 3.1.2 Head Protection

Hard hats are a requirement on this project, and will be worn at all times. They must be in

- good condition, and worn in a manner that is prescribed by the manufacturer. Hard hats
- must conform to the CSA standard for "Industry Protective Headwear". The employees
- name must be clearly displayed on the hard hat. The use of a hard hat is required during
- welding operations, with the appropriate fitted shield.

## 3.1.3 Eye and Face Protection

The use of eye protection is mandatory for all personnel within construction areas, including supervisors, workers, visitors, and consultants. CSA approved safety eye wear must be in good repair, and maintained. Dark shade lenses should not be worn where natural light is unavailable. Prescription safety eye wear may be worn if it complies with the CSA standard for "Industrial Eye and Face Protection", they must be fitted with side shields that meet the standard. CSA approved coverall glasses or goggles shall be placed over prescription glasses that are not CSA approved. Face shields are required while grinding or cutting using abrasive blades (e.g. cut of saw or chop saw).

### 3.1.4 Hand Protection

Appropriate gloves must be used by employees and must be selected based on the work activity. Gloves are to be worn when conducting work activities with known or foreseeable hazards which may injure hands. All employees must have gloves available on their person while on-site.

### 3.1.5 Foot Protection

To protect from sharp, falling or rolling objects, safety footwear will be worn. They provide protection to the feet from other hazards that have not been identified, but exist on this project. Protective foot wear must be CSA Grade 1 Approved with puncture resistance sole and protection toe cap. The footwear must be at least 6" high cut boot. Boots shall be in good repair, appropriate to the task, and be worn laced to the top to provide support and protection against ankle injury. Running shoes of any kind are not permitted on work sites.

## 3.1.6 Hearing Protection

Hearing protection must meet CSA standard requirements. PCL policy states that hearing protection is to be worn when continuous occupational noise exposure exceeds 85 decibels per 8 hour, TWA or impulse or impact noise that meets or exceeds 110 decibels.

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#### 3.1.7 Personal Fall Protection

Fall protection must be utilized where workers are exposed to falls at and above 1.83 meters (six feet) in height. Working from ladders is discouraged and engineered working platforms are the preferred method of elevated work areas. Where this is not possible, a specific protocol (JHA) has been developed for the protection of workers working from ladders above 1.83 meters (See Appendix 2 "Fall Protection and Prevention Plan"). This guideline must be carefully reviewed and followed for work from a ladder. The Contractor will be responsible to compile and implement their own Site Specific Fall

Protection and Prevention Plan for the work they perform and submit to PCL as part of each subcontract site specific safety plan. These plans should be in accordance with the applicable regulatory requirements and PCL's Project Specific Fall Protection Prevention Plan (See Appendix 2 "Fall Protection Prevention Plan").

Personal fall protection (fall restraint/fall arrest) will only be employed after more stringent engineering controls have been ruled out (guardrail). Fall restraint must be first ruled out as not being appropriate to the task prior to the implementation of a fall arrest system.

Personal fall protection equipment, at a minimum consists of:

- Full body harness;
- Connecting means;
- Anchorage connector; and
- Anchorage.

All equipment must meet legislative jurisdictional requirements regarding servicing, maintenance, log books etc.

### 3.2 Specialty PPE

#### 3.2.1 Limb and Body Protection

Where there is risk of injury to an employee's limb and/or body, adequate limb and body protection must be worn and equipment designed to protect employees from injury to their limbs and body must be used.

Where there is risk of injury due to a congested work area or the movement of heavy equipment in and/or around the work area, all workers must wear high visibility apparel.

When work is being done in extreme hot or cold temperatures, the protective clothing being worn must be reviewed to verify that it is adequate. Employees must be informed of any special precautions that need to be taken or special protective clothing that needs to be worn.

## 3.2.2 Respiratory Protection

Supervisors shall have or arrange for proper respiratory protective equipment whenever it is necessary to work where dust, toxic gasses or vapor may be present. Respirators should be the last line of defense against air born hazards. When we can't isolate the hazards or use a different product, we have to wear a respirator. For additional information regarding respiratory protection please refer to HSEOP-12, section 6.2.

#### 3.2.3 Silica

The goal when determining whether or not you have exposure to respirable silica is to take necessary measures to try to verify you do not reach or exceed established PEL's (Permissible Exposure Limits) or OEL's (Over Exposure Limits) legislated within your jurisdiction. If you do not reach the established PEL or OEL, firstly you are not exposing workers and others, and secondly, voluntary conditions are simpler to follow and administer. Refer to HSEOP-21 for more information.

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## 3.2.4 Fire Retardant Clothing (FRC)

FRC must be used where there is risk of flash fire or explosion, legislative requirements dictate, or client requirements dictate.

Where FRC is required, the outer layer of employee's clothes, including rain gear, must be made of fire retardant material.

## 3.3 Defective or Damaged PPE

Workers must inspect PPE prior to use to verify that it is fit for use.

Defective or damaged PPE must be immediately removed from use and repaired or discarded. All PPE removed from service for repair will be tagged as "Out of Service". Any PPE tagged "Out of Service" will not be returned until repaired and inspected by a qualified person approved by the district HSE manger.

## 4. Signs

The Contractor will not be permitted to erect or display signs of any nature unless approved in writing by the Construction Manager and PWGSC.

## 5. Hoarding and Barriers

The Construction Manager will supply, install and maintain perimeter site fencing and gates during the course of the work. Removal and reinstatement of hoarding, gates, barriers and overhead protection in order to facilitate the work of the Contractor must have prior approval from the Construction Manager and shall be the responsibility of the Contractor.

Supply, installation and removal of temporary handrails, hoarding & barriers necessary to facilitate the Contractor's work are the responsibility of same.

## 6. Clean-Up

Each Contractor shall be responsible for the clean-up and removal (to bins provided by the Construction Manager) of all rubbish and surplus material associated with his work. Such clean-up is to be scheduled and carried out to the satisfaction of the Construction Manager's Project Superintendent. At completion of the work, each Contractor shall remove all tools, equipment, machinery, storage sheds, temporary protection and surplus material leaving the project clean and ready for occupancy.

# 7. Temporary Facilities

The project site has limited storage and unloading area. The Contractor will be required to package materials to suit site conditions and also schedule and co-ordinate with the Construction Manager all material deliveries to project site. Restrictions to trucking size and frequency may be imposed by the Construction Manager during certain phases of the work.

No parking for Contractor's workers' personal vehicles is available at the site.

The Contractor shall provide and maintain temporary office, lunch rooms, storage buildings and other structures required for the performance of its work, subject to the approval of, and located as directed by, the Construction Manager. These temporary buildings shall be cleaned on a regular basis to the satisfaction of the Construction Manager. Temporary services to such buildings including telephones, heat, light and power, shall be provided by the Contractor.

Temporary water supply will be provided on site by the Construction Manager at specific locations. The Contractor shall provide necessary hoses and fittings required to bring water to its areas of work. Temporary toilet services will be provided at various locations throughout the project by the Construction Manager for the use of the Contractor's workers.

The Contractor shall include for all tools, equipment, ladders, scaffolds and all other equipment necessary to perform its work.

## 8. Temporary Power

Where permanent power is not available, the following will be provided prior to Base Building substantial completion.

Temporary power service (110/208 volts) will be provided by the Construction Manager. 220 Volt service connections must be arranged and paid for by the Contractor requiring the service.

The Construction Manager will provide, "C" type 110/208v 50 amp panels for use of hand tools at various locations throughout the building. The Contractor will be required to provide its own wiring, leads and connecting devices to carry power from the service panel to the areas of work.

Electric welders and other high current tools and equipment will not be allowed without prior approval from the Construction Manager.

## 9. Hoisting

The Contractor is responsible for hoisting its own materials and equipment.

All materials are to be brought in or taken out of the building through openings as approved by the Construction Manager's Superintendent.

One elevator inside the existing building serving levels 1 to 4, Elevator E, will be fit up for temporary construction use. When operating, this temporary elevator will be available for use by all contractors on site. The elevator use will be allocated by the Construction Manager at its discretion and may not be available at all times that the Contractor requests it. The Contractor should assume the elevator will not be available for hoisting material during regular working hours.

## 10. Storage Space/Materials on Site

The Contractor is advised to bring materials on the job only as required.

Due to the nature of this project site, on-site storage space is very limited. Allocation and use of any available storage space will be determined by The Construction Manager's Superintendent.

## 11. Work Restrictions

Work is not permitted, and deliveries or removal of materials are not permitted, at the following scheduled times. Shut down site lighting and lower crane booms to horizontal position, shut off audible equipment, compressors, generators, excavation or hoisting equipment, or other noise-producing equipment:

- The Sound and Light event, daily from May 1 through September 6, from 20:30 to 23:20 hours.
- Remembrance Day, November 11<sup>th</sup> from 10:00 to 12:00 hours.
- Canada Day, July 1 from 06:00 to July 2 01:00 hours.
- Christmas Light Ceremony, first Thursday in December from 17:00 to 23:00 hours.
- Police Memorial Service, last Sunday in September from 08:30 to 12:30 hours.
- Changing the Guard Ceremony, daily from June 23 to August 25, from 10:00 to 10:30 hours.

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The Project Authority also reserves the right to temporarily stop noisy operations and generation of fumes considered disruptive to adjacent occupied areas. The noise limitation is 85 db maximum at site perimeter.

In addition to the dates and times listed above, the Project Authority reserves the right to temporarily stop work at any time due to site operational activities.

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### Attachment 1 to PART 5 OF THE BID SOLICITATION

## Federal Contractors Program For Employment Equity – Certification

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

	·
	er information on the Federal Contractors Program for Employment Equity visit Employment and evelopment Canada (ESDC) – Labour's website.
Date: date.)	(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing
Complete	e both A and B.
A. Check	conly one of the following:
( ) A1.	The Bidder certifies having no work force in Canada.
( ) A2.	The Bidder certifies being a public sector employer.
( ) A3.	The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity Act</u> .
( ) A4.	The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
A5. The	Bidder has a combined workforce in Canada of 100 or more employees; and
( ) OR	A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
	A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> ( <u>LAB1168</u> ) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
B. Check	conly one of the following:
( ) B1.	The Bidder is not a Joint Venture.
OR	
( ) B2.	The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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# **APPENDIX "i"**

Technical Bid Evaluation Form See file name: "Appendix i - Technical Evaluation Form.pdf"; attached

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# APPENDIX "ii"

Financial Bid Presentation Sheet See file name: "Appendix ii Financial Bid Presentation Sheet.xls"; attached