



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

800 Burrard Street, Room 219

800, rue Burrard, pièce 219

Vancouver

British Columbia

V6Z 0B9

Bid Fax: (604) 775-9381

## 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**

Public Works and Government Services Canada - Pacific  
Region

800 Burrard Street, Room 219

800, rue Burrard, pièce 219

Vancouver

British C

V6Z 0B9

<b>Title - Sujet</b> Highway Maintenance & Repair	
<b>Solicitation No. - N° de l'invitation</b> EZ011-172342/B	<b>Date</b> 2017-06-13
<b>Client Reference No. - N° de référence du client</b>	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWY-020-8075	
<b>File No. - N° de dossier</b> PWY-6-39261 (020)	<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 2017-07-24</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT
<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> Ly, Ronny(PWY)	<b>Buyer Id - Id de l'acheteur</b> pwy020
<b>Telephone No. - N° de téléphone</b> (604) 318-5750 ( )	<b>FAX No. - N° de FAX</b> (604) 775-6633
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PWGSC - km 133 to km 968 - Alaska Highway, BC	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **SPECIAL INSTRUCTIONS TO PROPONENTS (SI)**

### **SI 1 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>

### **SI 2 LISTING OF SUBCONTRACTORS**

As per GI32 the proponent should provide using Annex C at Bid closing a list of Subcontractors that have 20% or more of the tendered price value.

### **SI 3 ADDITION OF PERFORMANCE EVALUATION-CONTRACT**

Take note of the additional paragraph to be included in clause R2810D identified in SC02.

### **SI 4 ADDITION OF TERMINOLOGY**

Take note of the additional paragraph to be included in clause R2810D identified in SC03.

### **SI 5 BRITISH COLUMBIA PROVINCIAL SALES TAX ACT – REAL PROPERTY CONTRACTORS**

Real property contractors in the Province of British Columbia who have contracts with the Federal Government may make purchases for use in real property contracts exempt of Provincial Sales Tax (PST) by providing their suppliers with a completed Certificate of Exemption – Contractors (FIN 491) and, if necessary a completed Certification of Exemption – Subcontractor (FIN 493).

Upon request, Canada may provide the General Contractor with a duly signed exemption form, FIN 491 and if applicable FIN 493.

For additional information, please refer to the link noted below:

[http://www.sbr.gov.bc.ca/documents\\_library/bulletins/pst\\_501.pdf](http://www.sbr.gov.bc.ca/documents_library/bulletins/pst_501.pdf)

### **SI 6 Trade Agreements**

This procurement is subject to the provisions of the North American Free Trade Agreement (NAFTA), World Trade Organization - Agreement on Government Procurement (WTO-AGP), Agreement on Internal Trade (AIT).

### **SI 7 CONSTRUCTION DOCUMENTS**

1. The successful Proponent will be provided with two (2) paper copies of the specifications and the amendments upon acceptance of the offer. Obtaining more copies shall be the responsibility of the Contractor including costs.

### **SI 8 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE**

1. To encourage employers to participate in apprenticeship training, Proponents bidding on construction and maintenance contracts by Public Works and Government Services Canada

(PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.

2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. The Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Proponents have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. 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.
4. Signed certifications (Appendix 4) will be used to better understand proponent use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Proponent hereby certifies the following:

In order to help meet demand for skilled trades people, the Proponent 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 Proponent 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 Proponent's commitment to hire and train apprentices is available at Appendix 4.

If you accept fill out and sign Appendix 4

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

## SI 9 WEBSITES

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\\_eng.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

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

Standard Acquisition Clauses and Conditions (SACC) Manual <http://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>

## **SI 10 FAIRNESS MONITOR**

Canada has engaged KPMG LLP as the Fairness Monitor to monitor this Request for Proposal.

## PROJECT DESCRIPTION

Work under this contract consists of maintaining the Alaska Highway from Km 133 to Km 968 and includes but is not limited to:

1. Blading.
2. Repairing highway surface and slopes.
3. Applying and repairing bituminous surface treatment (BST) and cold mix asphalt;
4. Cleaning and repairing drainage ditches.
5. Cleaning, repairing, replacing and marking culverts.
6. Cleaning and making repairs to bridges.
7. Cleaning and repairing damaged guardrail.
8. Removing snow, sanding and controlling ice.
9. Thawing culverts and special work during breakup.
10. Moving materials from stockpile to road and other locations;
11. Making emergency repairs to washouts and slides.
12. Brush and weed control.
13. Applying pavement markings.
14. Supplying sand/ salt and asphalt mixtures.
15. Removing animals and debris from roadway.
16. Quality Management and Environmental Management System
17. Contractor is responsible for notifying utility companies & BC One Call.
18. Performing other work as directed by Departmental Representative to maintain highway in a safe and effective fashion.
19. Traffic Control

Period of contract shall be from June 1, 2018 to May 31, 2023.

The Contractor hereby grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional terms of three (3) years each, under the same conditions (except that there shall be no further option to extend beyond the second of the two (2) options). The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may, in Canada's sole and absolute discretion, exercise each of these options at any time by sending a written notice to the Contractor at least 180 calendar days before the expiry date of the Contract, as extended. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

Due to the remoteness and the location of the PWGSC operated section of the Alaska Highway which passes through the traditional territories of the First Nations belonging to the Treaty 8 Tribal Association (primarily the southern section of the Highway) as well as the traditional territories of the First Nations belonging to the Daylu Dena Council (primarily the northern section of the Highway), bidders are encouraged to employ the available local workforce and utilize other locally available resources and equipment. For information, please contact Derek Loots, Executive Director of the Development Corporation for the Daylu Dena Council at cell: 250 775 0043, [derekloots@hotmail.com](mailto:derekloots@hotmail.com) and Josh McIlmoyle, Economic Development Manager, Treaty 8 Tribal Association, W: 250-785-0612 Ext. 229, [jmcilmoyle@treaty8.bc.ca](mailto:jmcilmoyle@treaty8.bc.ca)

## GENERAL INSTRUCTIONS TO PROPONENTS (GI)

### GI 01 INTEGRITY PROVISIONS – PROPOSAL

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the Request for Proposal (RFP) is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the RFP. The Proponent must comply with the Policy and Directives, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>.
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier sub-consultants, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to be issued or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the Request for Proposal, the Proponent must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
  - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid in response to this Request for Proposal, the Proponent certifies that:
  - a. it has read and understands the Ineligibility and Suspension Policy;
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Proponent or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.



5. Where a Proponent is unable to provide any of the certifications required by subsection 4, it must submit with its proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Proponent provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Proponent to be ineligible for award of a contract for providing a false or misleading certification or declaration.

## **GI 02 INTRODUCTION**

1. This is a single phase selection process.
2. This RFP Document sets out the project requirement, i.e., the particulars of the project itself and the broad scope of services required from the Contractor.
3. Based upon their analysis of the project requirements and the capability/capacity of their firm, the Proponent formulate proposals for the service, including their price.
4. The Proponents describe their capabilities and proposed services in the "Technical Proposal" of the submission (Envelope One). The "Price Proposal" includes the proposed price and bid security which is submitted in a sealed envelope (Envelope Two).
5. The Technical Portion of proposal(s) received are evaluated, without knowledge of the price, by the PWGSC Evaluation Board. Evaluation is based on a set of mandatory and pre-established criteria, components and weight factors. Numerical technical scores are awarded at the completion of the technical evaluation.
6. Price envelopes are then opened for the technically qualified proposals. The responsive submission with the highest points combined will be recommended for award of the contract.

## **GI 03 DEFINITIONS**

1. In this Request for Proposal (RFP), the following words or phrases have the corresponding meaning.
  - (a) "PWGSC". HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Public Works and Government Services
  - (b) "Applicable Taxes": The Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.
  - (c) "Contract": See General Conditions.
  - (d) "Contractor": See General Conditions.
  - (e) "Contractor/Proponent Team": The team of Contractors and Subcontractors, including the Proponent, proposed by the Proponent to perform the services required.

- (f) "Key Personnel": Staff of the Proponent and Subcontractors proposed to be assigned to this project.
- (g) "Price Rating": A rating assigned to the price component of a proposal and subsequently used to establish a Price Score for inclusion as a percentage of the total score to be established following the evaluation and rating of technical proposals.
- (h) "Proponent": The person or entity (or, in the case of a joint venture, the persons or entities) which submits a proposal.
- (i) "PWGSC Evaluation Board": The board established to evaluate and rate proposals. Board members represent a broad cross-section of professional qualifications and experience.
- (j) "Subcontractor": See General Conditions.
- (k) "Superintendent": See General Conditions.
- (l) "Technical Rating": A rating assigned to the technical component of a proposal in the selection procedure and subsequently used to establish a Technical Score for inclusion as a percentage of the total score.
- (m) "Work": See General Conditions.

#### **GI 04 MANDATORY PROPONENT'S CONFERENCE**

1. Attendance at the Proponents Conference is **MANDATORY**. The representative(s) of the Proponent will be required to sign the attendance sheet at the Proponent's conference. Proposals submitted by Proponents who have not attended and signed the attendance sheet for the Proponent's conference will not be accepted.
2. The Proponent and/or representative of the Proponent must attend the Proponent's conference. The Proponent's conference will be held at the PWGSC office located at 4804-51 Avenue West, Fort Nelson, B.C on **June 28, 2017**. The conference will begin at 10:00 am PDST. The scope of the requirement outlined in the RFP will be reviewed during the conference.
3. Proponent and/or a representative of the Proponent can visit the work sites. Arrangements can be made for site visits at the Proponents conference, PWGSC personnel will not attend site visits. Interested Proponents will be provided with instructions on how to get to all sites pertaining to the proposed maintenance contract at the Proponent's conference.
4. Proponents are responsible for making their own travel arrangements.
5. Proponents should wear personal protective equipment (such as: hardhat, high visibility vest, work boots) to any site visits.
6. Proponents are requested to communicate with the Contracting Authority before the conference to confirm attendance. Proponents should provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of issues they wish to table at least three (3) calendar days before the scheduled conference and site visit. Due to space limitations, it is requested that no more than three (3) representatives for each proponent attend.

7. Any clarifications or changes to the RFP resulting from the mandatory Proponent's conference will be included as an amendment/addendum to the RFP. Submissions provided by Proponents who did not attend and signed the attendance will be excluded from the RFP process.
8. Interested Proponents, please contact the Contracting Authority, Ronny Ly at telephone: (604) 318-5750 or [ronny.ly@pwgsc.gc.ca](mailto:ronny.ly@pwgsc.gc.ca).

## **GI 05 RESPONSIVE PROPOSAL**

1. To be considered responsive, a proposal must meet all of the mandatory requirements set out in the RFP. No further consideration in the selection procedure will be given to a Proponent submitting a non-responsive proposal.

## **GI 06 OVERVIEW OF SELECTION PROCESS**

### **1. Proposal**

- (a) Proposals are submitted following a "two-envelope" procedure, in which Proponents submit the "Technical" component of their proposal in one envelope and the proposed price of the services (price proposal) in a second envelope.
- (b) The information that Proponents are required to provide is set out in detail elsewhere in the RFP.
- (c) In response to the RFP, interested Proponents submit a proposal in which they:
  - (1) indicate whether the proposal is submitted by an individual firm or by a joint venture;
  - (2) if the proposal is submitted by a joint venture, describe the proposed legal and working relationships of the joint venture and the benefits to be gained by the formation of the joint venture;
  - (3) identify the Proponent, and the proposed organizational structure of the Team;
  - (4) comply with all other requirements set out in the RFP.

### **2. Proposal Evaluation and Rating**

- (a) Proposals meeting the Mandatory criteria specified in the Submission Requirements and Evaluation section of the RFP are further considered.
- (b) Technical components of all responsive proposals are reviewed, evaluated and rated by a Public Works and Government Services Canada (PWGSC) Evaluation Board in accordance with the criteria, components and weight factors set out in the RFP. Upon completion of the evaluation, Technical Ratings are established.
- (c) Proposals meeting the Mandatory criteria and achieving the minimum Technical Score specified in the Submission Requirements and Evaluation section of the RFP are further considered.
- (d) The Technical Evaluation Rating score will be pro-rated to a maximum score of sixty (60) . While the maximum weighted technical evaluation total points is 175, the Technical Evaluation Rating score will be relative to Proponent's highest weighted technical evaluation total points.

The Proponents' total points will receive a Technical Evaluation Rating score as follows:

$$\frac{\text{Proponent's Technical Evaluation Rating Total Points} \times 60}{175}$$

- (e) The price envelopes of all responsive proposals are opened upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals opened. This calculation will not be conducted when one or two responsive proposals are received.
- (f) All price proposals which are greater than 25 percent above the average price will cause their respective complete proposals to be set aside and receive no further consideration.
- (g) The price proposals are rated as follows:

The lowest price proposal receives a Price Rating Possible Range of 100.

The subsequent prices will receive a Price Rating as follows:

$$\frac{\text{Lowest Price} \times 40}{\text{Proposal Price}}$$

- (1) The Price Rating is multiplied by a predetermined percentage factor to establish a Price Score.

### 3. Total Score

- (a) The total overall score (Total Score) assigned to each Proponent's complete proposal is calculated as the aggregate of:
  - (1) the Technical Score (first envelope of the proposal), and
  - (2) the Price Score (second envelope of the proposal).
- (b) The Proponent receiving the highest Total Score is the entity that the PWGSC Evaluation Board will recommend for the award of a contract.

## GI 07 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1. Any questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority:  
  
Name: Ronny Ly  
Title: Supply Specialist  
Department: Public Works and Government Services Canada  
Division: Real Property Contracting  
Telephone: (604) 318-5750  
e-mail: ronny.ly@pwgsc.gc.ca
- 2. To ensure equality of information provided to Proponents, answers to enquiries will be forwarded and posted on <http://buyandsell.gc.ca>.
- 3. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFP must be directed only to the Contracting Authority identified in the RFP. Failure to comply with this requirement may result in the proposal being declared non-responsive.

4. Enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.

#### **GI 08 LIMITATION OF SUBMISSIONS**

1. A Proponent may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one proposal is received from a Proponent (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given.
2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
3. An arrangement whereby Canada contracts directly with a Contractor who may retain Subcontractors to perform portions of the services is not a joint venture arrangement. A Subcontractor may, therefore, be proposed as part of the Contractor Team by more than one Proponent. The Proponent warrants that it has written permission from such Subcontractors to propose their services in relation to the services to be performed.
4. Notwithstanding paragraph 3 above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Proponent shall not include in its submission another Proponent as a member of its Team, as a Subcontractor.
5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

#### **GI 09 PROPOSAL PRICE**

1. Unless specified otherwise elsewhere in the proposal documents:
  - (a) the price proposal shall be in Canadian currency, and
  - (b) the price proposal shall not include any amount for Applicable Taxes, and exchange rate fluctuation protection is not offered, and
  - (c) any request for exchange rate fluctuation protection will not be considered, and may render the proposal non-responsive.

#### **GI 10 REVISION OF PROPOSAL**

1. A proposal submitted in accordance with these requirements may be amended by letter or facsimile provided the revision is received at the office designated for the receipt of proposals, on or before the date and time set for the receipt of proposals. The revision must be on the Proponent's letterhead or bear a signature that identifies the Proponent, and must clearly identify the change(s) to be applied to the original proposal. The revision must also include the information identified in GI 12, Submission of Proposal.
2. The facsimile number for receipt of revisions is (604) 775-9381.

#### **GI 11 COMPLETION OF SUBMISSION**

1. The Proponent shall base the proposal on the applicable proposal documents listed in the Supplementary Instructions to Proponents. It is the responsibility of the Proponent to obtain clarification of any terms, conditions or technical requirements contained in the RFP prior to the deadline.

## **GI 12 SUBMISSION OF PROPOSAL**

1. Proponents are to submit one (1) original + three bound (3) copies + one (1) digital copy of the Technical Proposal on a USB stick, as detailed in these Request for Proposal (RFP) documents, and one (1) original copy of the Price Proposal Form and the Combined Price Form and the Proposal (Bid) Financial Security (which shall be submitted in a separate sealed envelope from the Technical Submission).
2. Submissions shall be received at the office designated for the receipt of proposals, on or before the date and time set for proposal submission. Proposals received late will not be considered and will be returned to the Proponent.
3. The proposal shall:
  - (a) be submitted on the forms provided through the Government Electronic Tendering Service (GETS) known as Buy and Sell or on a clear and legible reproduced copy of said Proposal form; the reproduced copy **MUST** be identical in every respect of the Proposal form provided through [www.buyandsell.gc.ca](http://www.buyandsell.gc.ca);
  - (b) be based on the proposal documents listed above;
  - (c) not be delivered to the Bid Receiving Unit by means of facsimile transmission; telegraphic and facsimile copies are not acceptable;
  - (d) be correctly completed in all respects;
  - (e) be accompanied by any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the Proposal;
  - (f) be signed in accordance with the signing procedures set out herein; the signature or the signatory shall be an original;
4. Any alteration to the preprinted or pre-typed sections of the Proposal Form, or any condition or qualification placed upon the Proposal shall be direct cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Proposal Form by the Proponent shall be initialed by the person or persons signing the offer. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
5. Prior to submitting the proposal, the Proponent shall ensure that the following information is clearly printed or typed in the appropriate spaces on the face of the submission envelope:
  - (a) \* Solicitation Number
  - (b) \* Project Number and Description/Location
  - (c) \* Name of Proponent
  - (d) \* Closing Time/Date
6. The proposal submission itself shall comprise two parts, *Part 1 – Technical Component* and *Part 2 – Price Component*.

(a) **Part 1 - "Technical Component":**

- (1) *Part 1 – Technical Component*, must contain all the material necessary to fully represent the technical content of the proposal called for in the RFP document in a concise, comprehensive manner.
- (2) *Part 1 – Technical*, is to be organized as detailed in the Evaluation Criteria. These criteria are meant to permit a connected, logical presentation of the proposal. While the Evaluation Criteria describes in general terms the intent and the information to be included under each criterion, they are not necessarily exhaustive. Proponents are responsible for fully representing their proposals.

**Part 2 - "Price Component"** contains the price proposal to perform all the proposed services. Complete one copy only of the Price Proposal Form, and enclose it in a separate sealed envelope clearly marked with the Proponent's name and the project identification and include the Proposal (Bid) Financial Security.

- 7 No reference to "PRICE" is to be included in the "TECHNICAL" portion of the submission.
  - (a) Provide **3 copies + 1 digital copy on a USB stick** of *Part 1 – Technical Component*; and **1 copy** of *Part 2 - Price Component*, Price Proposal form.
- 8 The proposal shall be signed in accordance with the following requirements:
  - (a) Corporation  
The signatures of the authorized signatories shall be affixed and their names and titles typed or printed.
  - (b) Partnership  
The signatures of the partners shall be affixed and their names typed or printed. If not all of the partners sign or if the signatory is not a partner then a certified true copy of the agreement signed by all partners authorizing such person or persons to execute the document on their behalf shall accompany the proposal.
  - (c) Sole Proprietorship  
The signature of the sole proprietor shall be affixed and the name typed or printed. In the event that the signatory is not the sole proprietor then a certified true copy of the agreement signed by the sole proprietor authorizing such person or persons to execute the document shall accompany the proposal.
  - (d) Joint Venture  
The signatures of the authorized signatories of each member of the joint venture shall be affixed and their names and titles typed or printed. Each of the participating signatories shall sign the document in the manner applicable to their particular business arrangement which is more particularly described in (a) to (c) above.

### GI 13 ACCEPTANCE OF PROPOSAL

1. Canada may accept any proposal, or may reject any or all proposals.
2. In the case of error in the extension or addition of unit prices, the unit price will govern.

3. While Canada may enter into an agreement or contractual arrangement without prior negotiation, Canada reserves the right to negotiate with Proponents on any procurement.
4. Canada reserves the right to cancel or amend the RFP at any time.

#### **GI 14 LATE SUBMISSIONS**

1. Submissions delivered after the stipulated closing date and time will be returned unopened.

#### **GI 15 REJECTION OF PROPOSAL**

1. Canada may accept any proposal, whether it is the lowest or not, or may reject any or all bids.
2. Without limiting the generality of paragraph 1) of GI15, Canada may reject a proposal if any of the following circumstances is present:
  - a. the Proponent's bidding privileges are suspended or are in the process of being suspended;
  - b. the bidding privileges of any employee or subcontractor included as part of the proposal are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - c. the Proponent is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Proponent, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with Canada
    - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Proponent, any of its employees or any subcontractor included as part of its bid; or
    - ii. Canada determines that the Proponent's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
3. In assessing the Proponent's performance on other contracts pursuant to subparagraph 2)(f)(ii) of GI15, Canada may consider, but not be limited to, such matters as:
  - a. the quality of workmanship in performing the Work;
  - b. the timeliness of completion of the Work;
  - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
  - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1), 2) and 3) of GI15, Canada may reject any proposal based on an unfavourable assessment of the
  - a. adequacy of the bid price to permit the work to be carried out and, in the case of a bid providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
  - b. Proponent's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and



c. Proponent's performance on other contracts.

5. Where Canada intends to reject a proposal pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI15, other than subparagraph 2)(a) of GI15, the contracting Authority will inform the Proponent and provide the Proponent ten (10) days within which to make representations, before making a final decision on the proposal rejection.
6. Canada may waive informalities and minor irregularities in proposals received if Canada determines that the variation of the proposal from the exact requirements set out in the Bid Documents can be corrected or waived without being prejudicial to other Proponents.

**GI 16 COMPLIANCE WITH APPLICABLE LAWS**

1. By submission of a proposal, the Proponent certifies that the Proponent has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the proposal and entry into any ensuing contract for the performance of the work.
2. For the purpose of validating the certification in of GI16.1, a Proponent shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the said request.
3. Failure to comply with the requirements of GI16.2 shall result in disqualification of the proposal.

**GI 17 IDENTITY OR LEGAL CAPACITY OF THE PROPONENT**

1. In order to confirm the authority of the person or persons signing the proposal or to establish the legal capacity under which the Proponent proposes to enter into Contract, any Proponent who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of
  - (a) such signing authority; and
  - (b) the legal capacity under which it carries on business; prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this proposal on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

**GI 18 INSURANCE REQUIREMENTS**

1. The successful Proponent shall be required to obtain and maintain insurance coverage in accordance with the requirements set out in Appendix 1 – Terms and Conditions.

**GI 19 COMPOSITION OF TEAM**

1. By submitting a proposal, the Proponent represents and warrants that the entities and persons proposed in the proposal to perform the required services will be the entities and persons that will perform the services in the fulfillment of the project under any contractual arrangement arising from submission of the proposal. If the Proponent has proposed any person in fulfillment of the project who is not an employee of the Proponent, the Proponent warrants that it has written

permission from such person (or the employer of such person) to propose the services of such person in relation to the services to be performed.

## **GI 20 LANGUAGE OF THE PROPOSAL AND CONTRACT DOCUMENTS**

1. The contract documents to be signed by the successful Proponent shall be in the same official language (English or French) as the language of the Proposal documents submitted.

## **GI 21 PROPOSAL (BID) FINANCIAL SECURITY REQUIREMENTS**

1. The Proponents shall submit bid security with the proposal in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the proposal amount. Applicable Taxes shall not be included when calculating the amount of the proposal (bid) security that may be required. The maximum amount of bid security required is of \$2,000,000.
2. A bid bond (form PWGSC-TPSGC 504) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>) shall be in an approved form, properly completed, with original signature(s) and issued by an approved company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.
3. A security deposit shall be an original, properly completed, signed where required and be either
  - (a) a bill of exchange, bank draft or money order payable to the Receiver General for Canada for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - (b) bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada
4. For the purposes of subparagraph 3(a) of GI21
  - (a) A bill of exchange is an unconditional order in writing signed by the Proponent and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
  - (b) If a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4(c) of GI20, either by letter or by a stamped certification on the bill of exchange, bank draft or money, and
  - (c) An approved financial institution is
    - (1) A corporation or institution that is a member of the Canadian Payment Association as defined in the Canadian Payments Act;
    - (2) A corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";

- (3) A corporation that accepts deposits from the public if repayment of the deposits is guaranteed by Her Majesty the Queen in right of a province;
  - (4) A corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6)(b) of the Income Tax Act; or
  - (5) Canada Post Corporation.
- 5. Bonds referred to in subparagraph 3.b of GI21 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be
  - (a) payable to bearer;
  - (b) accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
  - (c) registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
- 6. As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
- 7. An irrevocable standby letter of credit referred to in paragraph 6 of GI 21 shall
  - (a) be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
    - (1) is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
    - (2) is to accept and pay bills of exchange drawn by the Receiver General for Canada;
    - (3) authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
    - (4) authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
      - (A) state the face amount which may be drawn against it;
      - (B) state its expiry date;
      - (C) provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
      - (D) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;

- (E) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600;
  - (F) clearly specify that it is irrevocable or deemed to be irrevocable pursuant to article 6 c) of the ICC Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600, Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
  - (G) be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
8. Bid security shall lapse or be returned as soon as practical following
- (a) the solicitation closing date, for those Proponents submitting non-compliant bids; and
  - (b) the administrative review, for those Proponents submitting compliant proposals ranked fourth to last on the schedule of proposals; and
  - (c) the award of contract, for those Proponents submitting the second and third ranked proposals; and
  - (d) the receipt of contract security, for the successful Proponent; or
  - (e) the cancellation of the solicitation, for all Proponents.
9. Notwithstanding the provisions of paragraph 8 of GI 21 and provided more than three compliant proposals have been received, if one or more of the proposals ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the proposal (bid) security of at least three valid and compliant proposals.

## **GI 22 DEBRIEFING**

1. A debriefing will be provided, on request, only following nomination of the successful Proponent. Should a Proponent desire a debriefing, the Proponent should contact the Contracting Authority within 15 working days of receipt of the results of the solicitation process. The debriefing may be in writing, by telephone or in person. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

## **GI 23 FINANCIAL CAPABILITY**

1. Financial Capability Requirement: The Proponent must have the financial capability to fulfill this requirement. To determine the Proponent's financial capability, the Contracting Authority may, by written notice to the Proponent, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Proponent must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
- a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three fiscal years, or for the years that the Proponent has been in business if this is less than three years

(including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).

- b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Proponent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
  - c. If the Proponent has not been in business for at least one full fiscal year, the following must be provided:
    - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
    - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
  - d. A certification from the Chief Financial Officer or an authorized signing officer of the Proponent that the financial information provided is complete and accurate.
  - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Proponent outlining the total of lines of credit granted to the Proponent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
2. If the Proponent is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
3. If the Proponent is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. Financial Information Already Provided to PWGSC: The Proponent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
- a. the Proponent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
  - b. the Proponent authorizes the use of the information for this requirement.
- It is the Proponent's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.
5. Other Information: Canada reserves the right to request from the Proponent any other information that Canada requires to conduct a complete financial capability assessment of the Proponent.

6. Confidentiality: If the Proponent provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act](#), R.S., 1985, c. A-1, section 20(1) (b) and (c).
7. Security: In determining the Proponent's financial capability to fulfill this requirement, Canada may consider any security the Proponent is capable of providing, at the Proponent's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).
8. In the event that a proposal is found to be non-compliant on the basis that the Proponent is considered not to be financially capable of performing the subject requirement, official notification shall be provided to the Proponent.

#### **GI 24 PROPOSAL COSTS**

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

#### **GI 25 LIMITATION OF LIABILITY**

1. Except as expressly and specifically permitted in this RFP, no Proponent or Potential Proponent shall have any claim for any compensation of any kind whatsoever in relation to this RFP, or any aspect of the procurement process, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

#### **GI 26 APPROVAL OF ALTERNATIVE MATERIALS**

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

#### **GI27 PERFORMANCE EVALUATION**

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

#### **GI 28 NOTIFICATION**

1. PWGSC normally expects to advise in writing unsuccessful Proponents within one week after PWGSC has entered into a contractual arrangement with the successful Proponent.

## **GI 29 PROCUREMENT BUSINESS NUMBER**

1. Proponents are required to have a Procurement Business Number (PBN) before contract award. Proponents may register for a PBN in the Supplier Registration Information. For non-Internet registration, Proponents may contact the Infoline at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## **GI30 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES**

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

## **GI31 APPLICABLE TAXES**

1. "Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

## **GI32 LISTING OF SUBCONTRACTORS AND SUPPLIERS**

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

## **GI33 CODE OF CONDUCT FOR PROCUREMENT**

1. The Code of Conduct for Procurement provides that Proponents must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit proposals and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a proposal, the Proponent is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the proposal non-responsive.

## **GI34 CONFLICT OF INTEREST – UNFAIR ADVANTAGE**

1. In order to protect the integrity of the procurement process, proponents are advised that Canada may reject a proposal in the following circumstances:
  - a. if the Proponent, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Proponent, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other proponents and that would, in Canada's opinion, give or appear to give the Proponent an unfair advantage.
2. The experience acquired by a proponent who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by

Canada as conferring an unfair advantage or creating a conflict of interest. This proponent remains however subject to the criteria established above.

3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Proponent and provide the Proponent an opportunity to make representations before making a final decision. Proponents who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Proponent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Proponent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.



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

SRE 01 General Information

SRE 02 Submission Requirements and Evaluation

### **SRE 01 GENERAL INFORMATION**

#### **1.1 Reference to the Selection Procedure**

An 'overview of the selection procedure' can be found in General Instructions to Proponents (GI 6).

#### **1.2 Submission of Proposals**

The Proponent is responsible for meeting all submission requirements. Please follow detailed instructions in "Submission of Proposal", General Instructions to Proponents (GI 12).

#### **1.3 Calculation of Total Score**

The Total Score will be established as follows:

Technical Rating x 60%                      =                      Technical Score (Points)

Price Rating x 40%                      =                      Price Score (Points)

Total Score    Max. 100 Points

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## SRE 02 SUBMISSION REQUIREMENTS AND EVALUATION

Proponents' responses will be assessed in accordance with the entire requirement of the bid solicitation including the technical and pricing Evaluation Criteria. An evaluation team composed of representatives of Canada will evaluate the proposals.

Each responsive proposal will be evaluated against the mandatory criteria and point-rated criteria listed below. The information should be detailed enough so as to allow a complete evaluation. It would assist in the evaluation if each section clearly indicates the specific criteria it is addressing.

For each rated criterion where a maximum number of points is shown, evaluators may award any number in the range of points from zero up to the maximum number of points, to even numbers unless otherwise indicated.

Proponents' responses will be evaluated against the definitions and information requirements as described by these Evaluation Criteria. Proponents should ensure that all responses provide the necessary details regarding dates and demonstrative project experience. Points will be awarded solely on the basis of information as explicitly written in the Proponent's response.

### **Requirement for Proposal Format**

- a) The following proposal format information must be implemented when preparing the Technical Evaluation Component of the proposal:
  - (1) Maximum number of pages (including text and graphics but excluding appendices specifically listed in number 8 below) to be submitted for the Technical Evaluation Requirements is: **twenty-five (25) pages all inclusive. Up to ten of the twenty-five pages can be figures and drawings, and must include the following:**
    - (a) Corporate Profile (including legal name of proponent, ownership structure, Board of Directors, management team, and Organizational Chart indicating Site Supervisors and reporting relationships.)
    - (b) Mandatory Criteria Responses for Section 1.0 and Section 2.0
  - (2) Submit three (3) bound copies of the proposal + one (1) original + one (1) digital copy of the proposal on a USB stick in PDF format.
  - (3) Minimum font size – 11 point; font types: Times New Roman or equal
  - (4) Minimum margins – 12 mm left, right, top, and bottom
  - (5) Double-sided submissions are preferred
  - (6) One (1) page – means one side of a 216mm x 279mm sheet of paper (8.5" x 11")
  - (7) 279mm x 423 mm (11" x 17") fold-out sheets will be counted as 2 pages
  - (8) The following are not part of the page limitation mentioned above and should (if mandatory) or can (if the proponent chooses) be included in the document or as appendices as appropriate;
    - (a) Covering letter of two pages or less (content not part of technical evaluation)
    - (b) Table of Contents
    - (c) Front page of the Technical Evaluation Document
    - (d) Any amendments to the Technical Evaluation Document issued prior to date set for receipt of bid
    - (e) Transmittal Sheets
    - (f) Cover and backing of the document
    - (g) Blank tabs

- (h) Equipment Maintenance Schedule and Documentation samples (Section 3.j – Equipment Maintenance Plan)
  - (i) Proponent's programs and policies for employee's certification and training (Section 3.i – Certification and Training for Employees)
  - (j) Proponents' Quality Management Plan and associated policies and procedures (Sections 3.f – Continuous Improvement Approach and 3.h – Proponents Quality Policies and Procedures, Document Control Procedures)
  - (k) Proponent's Environmental Protection Plan and associated policies and procedures (Section 3.m – Environmental Management)
  - (l) Proponent's Health & Safety Plan and associated policies and procedures (Section 3.l – Health and Safety Management)
- b) Consequence of non-compliance: any pages which extend beyond the maximum limits indicated, will be extracted from the proposal and will not be forwarded to the PWGSC Evaluation Board for evaluation.
- c) In order to facilitate the evaluation of the solicitation, Canada requests that Proponents address and present topics in the order of the evaluation criteria under the same heading.

## **1.0 MANDATORY CRITERIA**

Using the provided forms or using a copy of the provided forms on a separate page or pages, provide a response to each of the following requirements.

Canada reserves the right to verify information for completeness and accuracy and to confirm reference satisfaction with the services provided. In the event the information cannot be verified or the service is found to be unsatisfactory, the proposal will be considered non-responsive and no further consideration will be given to the Proponent.

The following documents are mandatory, and if they are not provided the proposal will be considered non-responsive and no further consideration will be given:

- Proponents' Quality Management Plan and associated policies and procedures (Sections 3.f – Continuous Improvement Approach and 3.h – Proponents Quality Policies and Procedures, Document Control Procedures)
- Proponent's Environmental Protection Plan and associated policies and procedures (Section 3.m – Environmental Management)
- Proponent's Health & Safety Plan and associated policies and procedures (Section 3.l – Health and Safety Management)
- Experience in Highway Maintenance as per Section 1.2. Failure to demonstrate Experience in Highway Maintenance will result in disqualification.

## 1.1 Proponent's Team

All sections of Proponent's Team and Proponent's Team Experience are mandatory.

The Proponent shall be the Prime Contractor for this Contract. Only one party may be identified as the Proponent - Prime Contractor. The Proponent is not required to have previous experience as a Proponent for PWGSC.

**Table 1 Prime Contractor**

Proponent	Legal Name of Proponent (If a joint venture or partnership, identify in brackets the key members/partners)

## 1.2 Proponent's Experience

Identify one or more projects\* demonstrating that the party that will carry out the Maintenance of the Alaska Highway has maintained a significant length of Highway (minimum of 300 kilometers per project or longer) in a region which experiences winter conditions (defined as 30 days or more a year of snow or ice conditions which require winter clearing of the road). This project must be completed or have been in place for a minimum of a single consecutive period of three years or more, and should be ongoing or had a completion date within the last five years. The work must include winter maintenance (including road condition monitoring and snow and ice clearing) and activities similar to and inclusive of most (more than 80 percent) of the items included in the Summary of Work as per Specification 00 11 00, subsection 1. The proponent must have directly carried out the winter maintenance work, predominantly with its own forces – in other words this element of the work must not have been subcontracted

(\* only the first project provided will be used for the reference check, but one other can be provided for an extra point as per 3(a), Proponent Experience in Highway Maintenance. If other projects are provided, then these can be included in an appendix using the same table format as below.) Extra projects listed will count against page limits.

**Table 2: Project for Experience Requirement**

Project name/description (one or two lines), plus a listing of maintenance services provided to show congruence with Specification Section 00 11 00	
Start and end dates (month/day/year to month/day/year) for contract	

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Location, length and winter conditions on Highway maintained	
Owner/client contact (Name, title, email address and phone number of person authorized to formally answer questions on behalf of proponent for the reference check)	

## **2.0 TECHNICAL CRITERIA (POINT RATED)**

- (a) The Technical Evaluation Component of the proposal will be evaluated by the PWGSC Evaluation Board according to the technical evaluation criteria listed in this solicitation document.
- (b) The proposal information will be rated from 0 to 10 for each technical evaluation criterion/element unless otherwise specifically indicated. The rating is then multiplied by the weight factors shown in the Technical Evaluation Criteria Table to produce a weighted rating.
- (c) In order for the proposal to be considered responsive, the Proponent must obtain 75% of the maximum achievable 175 points for the Technical Evaluation Rating. Any Proponent not obtaining the minimum 75 percent (131.25 points) required will be considered non-responsive and no further consideration will be given.

The Proponents' total points will receive a Technical Evaluation Rating score as follows:

$$\frac{\text{Proponent's Technical Evaluation Rating Total Points} \times 60}{175}$$

**Table 3. Technical Evaluation Criteria****Point Rating**

	Points as per Section 3.0	Weight	Max Points
a) Proponent Experience in Highway Maintenance	30	1.00	30.00
b) Responses of References	10	1.00	10.00
c) Experience in BST surface treatment	15	1.00	15.00
d) Understanding of Winter Highway Maintenance	10	3.00	30.00
e) Sustainability approach	10	1.00	10.00
f) Continuous improvement approach	10	1.00	10.00
g) Stakeholder communication plan	10	1.00	10.00
h) Proponent's Quality Policies and Procedures, Document Control Procedures	10	0.50	5.00
i) Certification and Training for Employees	10	1.00	10.00
j) Equipment maintenance plan	10	1.50	15.00
k) Subcontractor/Suppliers Quality Assurance and Quality Control	10	1.00	10.00
l) Health & Safety Management	10	1.00	10.00
m) Environmental Management	10	1.00	10.00
		Maximum Achievable Points	175.00

### 3.0 PWGSC Evaluation Board and Generic Evaluation Table (unless specified otherwise in this document)

The PWGSC Evaluation Board will evaluate the Proponent's response to the Technical Evaluation Component criteria in accordance with Section 3 a to m of this RFP and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation below, unless otherwise specifically indicated.

#### Technical Evaluation Component Generic Evaluation Criteria

<b>Non Responsive</b>	<b>Inadequate</b>	<b>Weak</b>	<b>Adequate</b>	<b>Fully Satisfactory</b>	<b>Strong</b>
<b>0 Point</b>	<b>2 Points</b>	<b>4 Points</b>	<b>6 Points</b>	<b>8 Points</b>	<b>10 Points</b>
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	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent 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



Under the tender evaluation, the proponent will be rated based on the following criteria:

**a) Proponent Experience in Highway Maintenance**

The proponent has to provide evidence in his submittal, as per Section 1.2, that the proponent has sufficient experience in highway maintenance. Points will be given to the number of years of experience with 3 years as 6.0 points to a maximum of 10 years (20 points) at an even distribution. Winter condition experience of three years or more will give the proponent an extra 5 points if reasonably proven. An extra of 5 points will be given if the proponent provides evidence of 2 or more projects which meet the criteria of section 1.2.

**b) Responses of References**

The responses of the references provided in Table 2 will be rated based on the feedback received from calling the proponent's references via phone. Only the first reference provided in the experience table will be called. The Contracting Authority will call the references of each proponent.

Feedback will be requested as per the following:

- How satisfied were you with the overall service level of the contractor?
- How satisfied were you with the response time of work assigned of the contractor?
- How satisfied were you with the safety compliance and proactive safety approach of the contractor?
- How satisfied were you with the knowledge of the crews working on the highway?
- How satisfied were you with the willingness to improve of the contractor?

Responses to each question will be rated based on the Generic Evaluation table and the overall score will be obtained by addition of the points obtained under each question and dividing by five (the number of questions) to a maximum of 10 points.

**c) Experience in BST Surface Treatment**

Points will be provided based on the experience level of the proponent. The proponent has to provide verifiable, project specific evidence to the evaluation team to obtain a certain number of points for this criteria.

- Three year average experience over 500 tons/year in BST surface treatment will result in 15 points,
- Three year average experience from 250 tons/year and to 500 tons/year in BST surface treatment will result in 7.5 points,
- Three year average experience from 100 tons/year and below 250 tons/year in BST surface treatment will result in 2.5 points.

No experience or below 100 tons/year experience will result in 0 points.

The experience shall be relevant from the last 10 years and shall be calculated as the average tons/year based on the three years with highest tons/year.

**d) Understanding of Winter Highway Maintenance**

The proponent has to provide information to demonstrate their knowledge of highway maintenance in winter conditions as defined in Section 1.2.

This should include:

- Exhibit the understanding of appropriate highway maintenance schedules and operational policies as well as monitoring and internal and external communications to maintain public safety.
- How to mitigate potential challenges for equipment and operators while maintaining the highway in extreme cold (consecutive week or more of below minus 20 degrees centigrade) and winter conditions, keeping in mind PWGSC's commitment in sustainability;
- Key factors in maintaining safety for the public during winter weather events; and
- Strategies for dealing with long and continuous periods of snow and ice removal which can put a strain on staff and resources.

The proponent should address all of these issues in their response and show depth of understanding. Five (5) points will be deducted for each bulleted point not covered in the proponent's response.

#### **e)\_ Sustainability approach**

The proponent has to explain their own approach to incorporating sustainability efforts into the Alaska Highway Maintenance. The main objective of this evaluation criteria is to allow for innovative solutions which would reduce the carbon footprint and environmental impact of the highway maintenance continuously over the contract period. Evaluators will be looking for three concrete suggestions and associated implementation approaches. (Implementation of suggestions subject to PWGSC acceptance). Points will be given for the feasibility and ability to track effectiveness of each suggestion, to a maximum of 3.5 points per suggestion, and overall maximum of 10 points.

#### **f)\_ Continuous improvement approach**

- This factor will be measured based on the information provided in the proponent's Quality Management Plan (provided as an Appendix and excluded from the page limit as previously noted). The proponent shall provide their approach to improving quality;
- the policies and procedures for executing root-cause analysis (RCA) including but not limited to addressing change and change management;
- The proponent shall also describe internal quality audit procedures which would be used for winter and summer maintenance activities. Each of these issues should be covered and points will be given for the thoroughness and specificity of how each issue is covered.

#### **g)\_ Stakeholders Communication Plan**

Provide stakeholder list and the proponent's approach to understanding the interests and needs of stakeholders. Provide approach to how the proponent would advise PWGSC of issues which must be communicated to the public. Provide the proponent's approach to integrating First Nations into the Alaska Highway Maintenance communication effort. Proponent will be scored based on the completeness of their stakeholder list showing an understanding of the key stakeholders along the Highway, their understanding of effective stakeholder and communications techniques including in isolated locations, and the thoroughness and feasibility of their proposed approach to engaging with stakeholders such as First Nations, municipalities, etc. (Implementation of plan subject to acceptance by PWGSC.)

#### **h)\_ Proponents Quality Policies and Procedures, Document Control Procedures**

The proponent's Quality Management Plan shall be provided as an Appendix and excluded from the page limit as previously noted). It should include descriptions of the proponent's quality policies and procedures, and information on how they would specifically apply to highway maintenance. Up to five points will be given for a plan which shows a good understanding of the key elements of a quality plan as per generally accepted quality management standards. The proponent shall also provide their approach to document control and quality control of documentation to be expected from the operations and execution of work on the Alaska Highway. The proponent shall:

- provide sample reporting and work plan documentation (e.g. daily work reports, daily condition reports, work progress reports, notifications to client);
- indicate how are documents identified and numbered, where and how they are stored for future reference and auditing purposes, and
- provide samples of submittal documentation (e.g. timesheets, work summary sheets) to be provided to PWGSC.

Depending on the depth and thoroughness of the documentation and the description of how they will be identified, numbered and stored, up to five points will be awarded to the proponent.

#### **i)\_ Certification and Training for Employees**

The proponent shall provide their programs and policies for employees' certifications and training to operate equipment, machinery and to execute maintenance work (provided as an Appendix and excluded from the page limit as previously noted). The proponent shall also provide an outline of the key elements of the proposed training plan for the Alaska Highway maintenance. Points will be awarded based on an understanding of the types of training which personnel will require on the highway, strategies on training staff in isolated locations, understanding of the cycle of training and certificate renewal, and evidence that the proponent is committed to continuous training and personnel development.

#### **j) Equipment Maintenance Plan**

The proponent shall provide the key elements of the proponent's approach to a maintenance plan for the equipment planned to be utilized for the Alaska Highway. The plan should include maintenance schedules and maintenance documentation. Samples of the documentation shall be provided as an Appendix and excluded from the page limit as previously noted). Points will be awarded based on the understanding of the types of equipment which are required, and how best such equipment can be maintained over the life of the contract to a maximum of 10 points.

#### **k) Subcontractor and Supplier - Quality Assurance and Quality Control**

The proponent shall provide the description of the processes and procedures which will be used to engage and evaluate subcontractors and suppliers, determine their performance and assure quality of service provided by the subcontractor/supplier. Points will be awarded based on an understanding and listing of the key issues to be considered, and the thoroughness and depth of these processes and procedures.

#### **l) Health & Safety Management**

By providing the proponent's health and safety policies and procedures and plans and other information if applicable (provided as an Appendix and excluded from the page limit as previously noted), the proponent has to demonstrate their approach to managing the health and safety requirements stated in the technical specifications to remain compliant during the contract period. The proponent also has to describe their assessment of the required resources to achieve compliance to the specifications. The proponent has to provide information on each of these issues, and will be scored on the thoroughness and depth of their health and safety policies and procedures, understanding of the requirements of this Highway maintenance contract, and assessment of the required resources.

#### **m) Environmental Management**

By providing the proponent's environmental plan (provided as an Appendix and excluded from the page limit as previously noted), which should include the proponent's environmental policies, procedures, etc., the proponent has to demonstrate commitment to environmental management. Specifically in the proposal, the proponent should demonstrate their approach to managing the environmental requirements stated in the technical specifications for the Alaska Highway maintenance to remain compliant during the contract period. The proponent also has to describe the required resources to achieve compliance to the environmental requirements and plan submitted by the proponent. Points will be given to covering each of these issue with sufficient depth to show understanding.

### **3.1 Price Evaluation**

- (a) The Price Proposal Component envelopes, corresponding to responsive proposals which have met all the Mandatory Criteria and achieved the minimum pass mark of **one-hundred and thirty one 25/100 (131.25) points** from the Technical Evaluation, are opened.
- (b) If there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened.

All price proposals which are greater than twenty-five percent (25%) above the average price will be set aside and receive no further consideration. This calculation will not be conducted if one or two responsive proposals are received.

(c) The remaining price proposals are rated as follows:

(1) The lowest priced proposal receives a Price Rating Possible Range of 100

(2) The subsequent prices will receive a Price Rating as follows:

$$\frac{\text{Lowest Price} \times 40}{\text{Proposal Price}}$$

## 4.0 Evaluation of Proposal

### 4.1 Total Proposal Score Evaluation

(a) Total Scores will be established in accordance with the following:

**Table 4. Total Bid Score Evaluation**

	Rating Possible Range	% of Total Score	Score (Points)
<b>Technical Evaluation Rating</b>	0-175	60	0-60
<b>Price Rating</b>	0-100	40	0-40
<b>Combined Total Score</b>		100	0-100

(b) **The top ranked proposal is the proposal with the highest Total Score** (Technical Evaluation Rating Score plus Price Rating Score). In the case of a tie, the Proponent submitting the lowest responsive Proposal price for the services will be selected.

(c) Canada reserves the right to reject any proposal which does not comply with this solicitation. Any deviation is to be clearly identified and supported with full details.

(d) Any Proponent may be required to demonstrate to Canada's satisfaction that it is capable of successfully completing the work in accordance with the Specifications and this solicitation.

(e) Should the Proponent provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as provided in the *Access to Information Act*.

### 4.2 Basis of Selection - Highest Combined Rating of Technical Evaluation Rating Score and Price Rating Score

(a) To be declared responsive, a proposal must:

(1) comply with all the requirements of the proposal solicitation;

(2) meet all mandatory requirements and technical criteria;

(3) obtain the required minimum pass score of 131.25 points cumulatively for the Technical Evaluation Criteria (Table 3);

The rating is performed on a scale of 100 Points.

(b) Proposals not meeting 4.2 (a) (1) or (2) or (3) above will be declared non-responsive.

(c) The selection will be based on the highest responsive combined Technical Evaluation Rating Score and Price Rating Score. The ratio will be 60% for the technical evaluation rating and 40% for the price rating.

The table below illustrates an example where four bids are received and the selection of the winning proponent is determined by a 60/40 ratio of Technical Evaluation Rating Score and Price Rating Score, respectively. The total available weighted points equals 175 and the lowest evaluated price is \$100.

**Table 5. Basis of Selection – Highest Combined Total Score: Technical Evaluation Rating Score (60%) and Price Rating Score (40%)**

	Bidder			
	Bidder 1	Bidder 2	Bidder 3	Bidder 4
<b>Mandatory Criteria</b>	Yes	Yes	Yes	No
<b>Technical Evaluation Rating</b>	145/175	110/175	165/175	Did not meet Mandatory Criteria, Not Scored
<b>Evaluated Bid Price</b>	\$100	Not Technically Compliant	\$114	
<b>Calculations</b>				
<b>Technical Evaluation Rating Score</b>	$145/175 \times 60 = 49.71$		$165/175 \times 60 = 56.57$	
<b>Price Rating Score</b>	$100/100 \times 40 = 40$		$100/114 \times 40 = 35.09$	
<b>Combined Total Score</b>	$49.71 + 40 = 89.71$		$56.57 + 35.09 = 91.66$	
<b>Overall Rating</b>	2 <sup>nd</sup>		1 <sup>st</sup>	

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## **PRICE PROPOSAL FORM**

### **PROJECT IDENTIFICATION**

Description: ALASKA HIGHWAY MAINTENANCE AND REPAIR SERVICES

Project No.: R.017174.002

### **BUSINESS NAME AND ADDRESS OF PROPONENT**

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

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

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

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

### **THE OFFER**

The Proponent hereby offers to Canada, represented by the Minister of Public Works and Government Services Canada, to perform and complete the Work for the above named project in accordance with the Contract Documents which are more particularly described in Appendix 1 – Terms and Conditions, at the place and in the manner set out therein for the TOTAL PRICE PROPOSAL AMOUNT INDICATED IN THE COMBINED PRICE FORM.

### **BID (PROPOSAL) VALIDITY PERIOD**

The bid (Proposal) shall not be withdrawn for a period of one hundred and fifty (150) days following the date of solicitation closing.

### **AMENDMENT(S)**

By submission of its proposal, the Proponent confirms that it has read and understands the requirements expressed in all amendments and has included all costs of these requirements in its Total Price Amount.

## **ACCEPTANCE AND CONTRACT**

Upon acceptance of the Proponent's offer by Canada, a binding Contract shall be formed between Canada and the Proponent. The documents forming the Contract shall be the contract documents identified in Contract Documents (Appendix 1 – Terms and Conditions).

## **PERIOD OF CONTRACT**

Period of contract shall be from June 1, 2018 to May 31, 2023.

The Contractor hereby grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional terms of three (3) years each, under the same conditions (except that there shall be no further option to extend beyond the second of the two (2) options). The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may, in Canada's sole and absolute discretion, exercise each of these options at any time by sending a written notice to the Contractor at least 180 calendar days before the expiry date of the Contract, as extended. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **PROPOSAL (BID) FINANCIAL SECURITY**

Proposal security is enclosed herewith in accordance with GI 21 of the General Instructions to Proponents.

The Proponent understands that if a security deposit is furnished as proposal security and the Proponent refuses to enter into a contract when called upon to do so, its security deposit shall be forfeited.

The Proponent understands that if the security furnished is not in the approved form or provided by an approved institution as described in GI 21 of the General Instructions to Proponents, its proposal will be disqualified.

## **CONTRACT FINANCIAL SECURITY**

Within fourteen (14) days after receipt of written notification of the acceptance of its Offer, the Proponent shall furnish contract security in accordance with GC9, CONTRACT SECURITY, of the Terms and Conditions of the Contract Documents.

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## SIGNATURE OF PROPONENT OR JOINT VENTURE

**The Proponent agrees** to provide ALL services requested in the Request For Proposal.

.....  
Name

.....  
Signature

.....  
Title

I/We have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

.....  
Name

.....  
Signature

.....  
Title

I/We have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture



## COMBINED PRICE FORM

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

The Unit Price Table below designates Work to which a Unit Price Arrangement applies.

- (a) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

The following are the Unit Prices for work, including all labour, material, tools, equipment, overhead, and profit, required to complete the works as described in the attached Specifications and Drawings. These Unit Prices may be used to adjust the Contract price as the scope of work increases or decreases as required by the Departmental Representative.

Item	Description	Specification: Section number	Unit of Measurement	Estimated Quantity (over five years) (EQ)	Price Per Unit (Year One)* (PU)	Unit price subject to CPI adjustment	Sample Extended Amount (EQ x PU) applicable tax(es) extra, not including inflation adjustment.
1	Maintenance Camps	01 52 00	month	60		Yes	
2	Dozer/Excavator	32 94 11.01	hour	4000		Yes	
3	Self Propelled Steel Roller	32 94 11.02	hour	250		Yes	
4	Brush & Weed Control	32 94 11.03					
a)	Right of Way		Km	2090		Yes	
b)	Shoulder		Km	4175		Yes	
5	Loader	32 94 11.04	hour	2000		Yes	
6	Tandem Dump Truck	32 94 11.05	hour	2,500		Yes	
7	Motor Grader	32 94 11.06	hour	16,000		Yes	
8	Litter Clean Up	32 94 11.07					
a)	Right of Way		km	300		Yes	
b)	Litter Site		month	60		Yes	
9	Guide Rail Repair	32 94 11.08					
a)	Install Concrete Guide Rail		metre	200		Yes	
b)	Remove Concrete Guide Rail		metre	200		Yes	

c)	Install Steel Guide Rail		meter	100		Yes	
d)	Remove Steel Guide Rail		meter	100		Yes	
e)	Install Post		each	50		Yes	
f)	Remove Post		each	50		Yes	
10	Thaw Culvert	32 11 00	each	850		Yes	
11	Snow Removal & Ice Control	38 21 00					
a)	Tandem Dump Truck (0-3000 hr Annually)		hour	30,000		Yes	
b)	Tandem Dump Truck (3001-6000 hr Annually)		hour	9,995		Yes	
c)	Tandem Dump Truck (6001+ Annually)		hour	2,495		Yes	
d)	Daily Road Monitoring (Inspection Trips)		each	17,404		Yes	
12	Cleaning Bridges	38 31 00	each	125		Yes	
13	Broom Highway	38 41 00	Km	2300		Yes	
14	Material Transport	38 51 00					
a)	Less Than 10 Km		m <sup>3</sup> *km	210,000		Yes	
b)	Greater Than 10 Km		m <sup>3</sup> *km	350,000		Yes	
15	Calcium Chloride	38 61 00	Litres	480,000		Yes	
16	Cleaning and Reshaping Ditches	38 71 00	metre	75,000		Yes	
17	Spot Sealing	32 01 11.03	tonne	4,000		Yes	
18	Hand Placed Pre-Mix	32 12 16.08	m <sup>3</sup>	800		Yes	
19	Sand Salt Mixtures	39 11 00	m <sup>3</sup>	175,000		Yes	
20	Highway De-Icing Salt	39 21 00	Prime Cost	1	\$2,500,000.00		\$2,500,000.00
21	Asphalt Mix	32 12 16.06	m <sup>3</sup>	800		Yes	
22	Deep Patching	32 12 16.07	m <sup>3</sup>	6,000		Yes	
23	Unscheduled Labour	01 21 00	hour	15,000		Yes	
24	Painted Pavement Markings	32 17 23	km	6,720		Yes	
25	Departmental Representative's Residence	01 11 00	i) Year one set up**	1			

			ii) monthly cost	60		Yes	
26	Asphalt Supply & Delivery	01 11 00	Prime Cost	1	\$3,200,000.00		\$3,200,000.00
27	Provisional Cost Sum	01 11 00	\$	1	\$2,000,000.00		\$2,000,000.00
28	Auger Truck & Labour Assistant	32 94 11.09	hour	2,000		Yes	
29	Crack Sealing					Yes	
a)	Route & Seal	32 01 18.03	metre	150,000		Yes	
b)	Spray Patching	32 01 18.02	litres	250,000		Yes	
30	Fuel Price Adjustment	01 11 00	Prime Cost	1	\$200,000.00		\$200,000.00
31	Traffic Control/RCMP	01 35 14	month	60		Yes	
32	Full Depth Reclamation	32 11 34	m <sup>2</sup>	200,000		Yes	
33	Bituminous Surface Treatment	32 12 35					
a)	Patches less than 500m		m <sup>2</sup>	300000		Yes	
b)	Patches greater than 500m		m <sup>2</sup>	600000		Yes	
<b>TOTAL BID AMOUNT (Excluding applicable tax(es) and inflation adjustments) For evaluation purposes only</b>							

\*As per the terms and conditions, the first year unit prices, i.e. all non-prime cost or fixed cost items, will be increased annually by the CPI as defined in Section SC05 AMOUNT PAYABLE. An example, for illustrative purposes only, is shown below using an arbitrary value of \$100,000 per month for the maintenance camps and showing what the unit price would be by year 5 using a 2% average annual inflation rate (as per the Bank of Canada target rate.) The bid sheet should only include the estimated unit price in year one.

**Description:****Year 1    Year 2    Year 3    Year 4    Year 5**

Maintenance Camp: monthly unit price    \$100,000    \$102,000    \$104,040    \$106,121    \$108,243

\*\*The set up costs of the Departmental Residence will be paid on a one-time basis in year one.

\*\* Shaded areas show prime cost or other set cost items.

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**TABLES OF PROPOSAL DELIVERABLES****Mandatory Proposal Deliverables**

Regardless of requirements specified elsewhere in this bid solicitation and its associated Specifications, the following are the mandatory documents that must be submitted with the response at the time of tender closing. The Proponent must be compliant on each item to be considered responsive.

Item	Description
	<b>Envelope One - Technical Component Submission</b>
1	Proposal (SRE 01 & SRE 02) - 1 signed original, plus 3 copies and 1 USB stick - <b>Completed and Attached</b>
2	Attended Proponent's Conference and signed attendance sheet during Conference
3	Adhere to GI 08 Limitation of Submissions
	<b>Envelope Two – Price Component Submission</b>
1	Price Proposal Form (including Signature of Proponent or Joint Venture and Combined Price Form) - <b>Completed and Attached</b>
2	Proposal (Bid) Financial Security - <b>Original Attached</b>

**Supporting Proposal Deliverables**

If the following documents which support the Proposal are not submitted with the Proposal they may be requested by the Contracting Authority (CA) and they must be provided within 48 hours of the written request:

Item	Description
1	Front page and any amendments of the RFP - <b>Completed and Attached</b>
2	Integrity Provisions – List of Names (Appendix 3) - <b>Completed and Attached</b>

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## **APPENDIX 1: TERMS AND CONDITIONS**

## **APPENDIX 1 – TERMS AND CONDITIONS**

### **TERMS OF AGREEMENT**

A1 Contract Documents

A2 The Work

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);

Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2015-02-25);

## **A1 CONTRACT DOCUMENTS**

1) The Contractor understands and agrees that, upon acceptance of the offer by Canada

(a) a binding Contract shall be formed between Canada and the Proponent; and

(b) the contract documents forming the Contract shall be the following:

(i) Contract Page when signed by Canada;

(ii) Duly completed Price Proposal Form and any Appendices attached thereto;

(iii) Drawings and Specifications;

(iv) the terms, conditions, and clauses as amended, identified as:

a) the General Conditions;

b) the Supplementary Conditions,

c) documents incorporated by reference as follows:

R2950D (2015-02-25) - Allowable costs for contract changes under  
GC6.4.1 Schedules of Wage Rates for Federal Construction Contracts

(v) the Proponent's Proposal;

(vi) any amendment incorporated into the solicitation documents before the date of the Contract; and

(vii) any amendment or variation of the contract documents that is made in accordance with the General Conditions.

(c) 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 Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

## **A2 THE WORK**

2) The Contractor also agrees

(a) to commence the Work when so instructed by Canada and to do everything required of the Proponent by the Contract and, without limiting the generality of the foregoing, to furnish all necessary designs, professional services, construction services, construction management services, commissioning services, other related services, Plant, Material, equipment and labour and to diligently perform and complete the Work in strict accordance with the Contract Documents; and

(b) subject to any adjustment as provided for in the Contract Documents, to complete the Work no later than the Completion Date identified in the Technical Requirements.

## **General Condition (GC) 1 - General Provisions - Construction Services (2016-04-04)**

### **GC1.1 (2016-04-04) Interpretation**

The following is an interpretation of heading and references.

#### **GC1.1.1 Headings and references**

1. The headings in the contract documents, other than those in the drawings and specifications, form no part of the Contract but are inserted for convenience of reference only.
2. A reference made to a part of the Contract by means of numbers preceded by letters is a reference to the particular part of the Contract that is identified by that combination of letters and numbers and to any other part of the Contract referred to therein.
3. A reference to a paragraph or subparagraph followed by an identifying number, letter or combination thereof is, unless specifically stated otherwise, a reference to the paragraph or subparagraph that forms part of the clause within which the reference is made.

#### **GC1.1.2 Terminology**

In the Contract, unless the context otherwise requires:

**"Applicable Taxes"**

means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

**"Canada", "Crown", "Her Majesty"**

means Her Majesty the Queen in right of Canada;

**"Contract"**

means the contract documents referred to as such therein and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the parties;

**"Contract Amount"**

means the amount set out in the Contract to be payable to the Contractor for the Work, subject to the terms and conditions of the Contract, exclusive of Applicable Taxes;

**"Contract Security"**

means any security given by the Contractor to Canada in accordance with the Contract;

**"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.

**"Certificate of Completion"**

means a certificate issued by Canada when the Work reaches Completion;

**"Certificate of Measurement"**

means a certificate issued by Canada certifying the correctness of the final quantities, prices per unit and values of labour, Plant and Material performed, used and supplied by the Contractor for the construction of the part of the Work to which a Unit Price Arrangement applies;

**"Certificate of Substantial Performance"**

means a certificate issued by Canada when the Work reaches Substantial Performance;

**"Departmental Representative"**

means the person designated in the Contract, or by written notice to the Contractor, to act as the Departmental Representative for the purposes of the Contract, and includes a person, designated and authorized in writing by the Departmental Representative to the Contractor;

**"herein", "hereby", "hereof", "hereunder"**



and similar expressions refer to the Contract as a whole and not to any particular section or part thereof;

**"Lump Sum Arrangement"**

means that part of the Contract that prescribes a lump sum as payment for performance of the Work to which it relates;

**"Material"**

includes all commodities, articles, machinery, equipment, fixtures and things required to be furnished in accordance with the Contract for incorporation into the Work;

**"person"**

also includes, unless there is an express stipulation in the Contract to the contrary, any partnership, proprietorship, firm, joint venture, consortium or corporation;

**"Plant"**

includes all tools, implements, machinery, vehicles, structures, equipment, articles and things that are necessary for the performance of the Contract, other than Material and those tools customarily provided by a tradesperson in practicing a trade;

**"Subcontractor"**

means a person having a direct contract with the Contractor, subject to GC3.6 "Subcontracting", to perform a part or parts of the Work, or to supply Material customized for the Work;

**"Superintendent"**

means the employee or representative of the Contractor designated by the Contractor to act pursuant to GC2.6, "Superintendent";

**"Supplementary Conditions"**

means the part of the Contract that amends or supplements the General Conditions;

**"Supplier"**

means a person having a direct contract with the Contractor to supply Plant or Material not customized for the Work;

**"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"**

on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Amount, or the revised Contract Amount, or the amount that would increase or decrease the Contract Amount and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

**"Unit Price Arrangement"**

means that part of the Contract that prescribes the product of a price per unit of measurement multiplied by a number of units of measurement for performance of the Work to which it relates;

**"Unit Price Table"**

means the table of prices per unit set out in the Contract;

**"Work"**

means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the contract documents; and

**"Working Day"**

means a day other than a Saturday, Sunday, or a statutory holiday that is observed by the construction industry in the area of the place of the Work.

### **GC1.1.3 Application of certain provisions**

1. Any provisions of the Contract that are expressly stipulated to be applicable only to a Unit Price Arrangement are not applicable to any part of the Work to which a Lump Sum Arrangement applies.
2. Any provisions of the Contract that are expressly stipulated to be applicable only to a Lump Sum Arrangement are not applicable to any part of the Work to which a Unit Price Arrangement applies.

#### **GC1.1.4 Substantial performance**

1. The Work shall be considered to have reached Substantial Performance when
  - a. the Work or a substantial part thereof has passed inspection and testing and is, in the opinion of Canada, ready for use by Canada or is being used for the intended purposes; and
  - b. the Work is, in the opinion of Canada, capable of completion or correction at a cost of not more than
    - i. 3 percent of the first \$500,000;
    - ii. 2 percent of the next \$500,000; and
    - iii. 1 percent of the balance

of the Contract Amount at the time this cost is calculated.

2. Where the Work or a substantial part thereof is ready for use or is being used for the purposes intended and
  - a. the remainder of the Work or a part thereof cannot be completed by the time specified in the Contract, or as amended in accordance with GC6.5, "Delays and Extension of Time", for reasons beyond the control of the Contractor; or
  - b. Canada and the Contractor agree not to complete a part of the Work within the specified time;

the cost of that part of the Work that was either beyond the control of the Contractor to complete or Canada and the Contractor have agreed not to complete by the time specified, shall be deducted from the value of the Contract referred to in subparagraph 1)(b) of GC1.1.4 and the said cost shall not form part of the cost of the Work remaining to be done in determining Substantial Performance.

#### **GC1.1.5 Completion**

The Work shall be deemed to have reached Completion when all labour, Plant and Material required have been performed, used or supplied, and the Contractor has complied with the Contract and all orders and directions made pursuant thereto, all to the satisfaction of Canada.

#### **GC1.2 (2015-03-25) Contract documents**

The following discusses contract documents

##### **GC1.2.1 General**

1. The contract documents are complementary, and what is required by any one shall be as binding as if required by all.
2. References in the contract documents to the singular shall be considered to include the plural as the context requires.
3. Nothing contained in the contract documents shall create a contractual relationship between Canada and any Subcontractor or Supplier, their subcontractors or suppliers, or their agents or employees.

##### **GC1.2.2 Order of precedence**

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

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

2. In the event of any discrepancy or conflict in the information contained in the drawings and specifications, the following rules shall apply:
  - a. specifications shall govern over drawings;
  - b. dimensions shown in figures on a drawings shall govern where they differ from dimensions scaled from the same drawings; and
  - c. drawings of larger scale govern over those of smaller scale.

### **GC1.2.3 Security and protection of documents and Work**

1. The Contractor shall guard and protect contract documents, drawings, information, models and copies thereof, whether supplied by Canada or the Contractor, against loss or damage from any cause.
2. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, and all information developed by the Contractor as part of the Work, and shall not disclose any such information to any person without the written permission of Canada, except that the Contractor may disclose to a subcontractor, authorized in accordance with the Contract, information necessary to the performance of a subcontract. This section does not apply to any information that
  - a. is publicly available from a source other than the Contractor; or
  - b. is or becomes known to the Contractor from a source other than Canada, except any source that is known to the Contractor to be under an obligation to Canada not to disclose the information.
3. When the Contract, the Work, or any information referred to in paragraph 2) is identified as top secret, secret, confidential, or protected by Canada, the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including such measures as may be further specified elsewhere in the Contract or provided, in writing, from time to time by Canada.
4. Without limiting the generality of paragraphs 2) and 3) of GC1.2.3, when the Contract, the Work, or any information referred to in paragraph 2) is identified as top secret, secret, confidential, or protected by Canada, Canada shall be entitled to inspect the Contractor's premises and the premises of its subcontractors or suppliers and any other person at any tier, for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractors or suppliers comply with all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor and its subcontractors and suppliers and any other person at any tier execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
5. The Contractor shall safeguard the Work and the Contract, the specifications, drawings and any other information provided by Canada to the Contractor, and shall be liable to Canada for any loss or damage from any causes.

### **GC1.3 (2008-05-12) Status of the Contractor**

1. The Contractor is engaged under the Contract as an independent contractor.
2. The Contractor, its subcontractors and suppliers and any other person at any tier and their employees are not engaged by the Contract as employees, servants or agents of Canada.
3. For the purposes of the contract the Contractor shall be solely responsible for any and all payments and deductions required to be made by law including those required for Canada or Quebec Pension Plans, Employment Insurance, Worker's Compensation, provincial health or insurance plans, and Income Tax.

#### **GC1.4 (2015-02-25) Rights and remedies**

Except as expressly provided in the Contract, the duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

#### **GC1.5 (2015-02-25) Time of the essence**

Time is of the essence of the Contract.

#### **GC1.6 (2008-05-12) Indemnification by the Contractor**

1. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
2. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor, its subcontractors and suppliers and any other person at any tier, in performing the Work.
3. For the purposes of paragraph 2) of GC1.6, "activities" means any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

#### **GC1.7 (2015-02-25) Indemnification by Canada**

Subject to the [Crown Liability and Proceedings Act](#), the [Patent Act](#), and any other law that affects Canada's rights, powers, privileges or obligations, Canada shall indemnify and save the Contractor harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of the Contractor's activities under the Contract that are directly attributable to

- a. a lack of or a defect in Canada's title to the Work site if owned by Canada, whether real or alleged; or
- b. an infringement or an alleged infringement by the Contractor of any patent of invention or any other kind of intellectual property occurring while the Contractor was performing any act for the purposes of the Contract employing a model, plan or design or any other thing related to the Work that was supplied by Canada to the Contractor.

#### **GC1.8 (2014-06-26) Laws, permits and taxes**

1. The Contractor shall comply with all federal, provincial and municipal laws and regulations applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and the protection of the environment, and shall require compliance therewith

- by all of its subcontractors and suppliers at any tier as if the Work were being performed for an owner other than Canada. The Contractor shall furnish evidence of compliance with such laws and regulations to Canada at such times as Canada may reasonably request.
2. Unless stipulated otherwise in the Contract, the Contractor shall obtain and maintain all permits, certificates, licences, registrations and authorizations required for the lawful performance of the Work.
  3. Prior to the commencement of the Work at the site, the Contractor shall tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the Work were being performed for an owner other than Canada.
  4. Within 10 days of making a tender pursuant to paragraph 3) of GC1.8, the Contractor shall notify Canada of the amount properly tendered and whether or not the municipal authority has accepted that amount.
  5. If the municipal authority has not accepted the amount tendered, the Contractor shall pay that amount to Canada within 6 days after the time stipulated in paragraph 4) of GC1.8.
  6. For the purposes of this clause, "municipal authority" means any authority that would have jurisdiction respecting permission to perform the Work if the owner were not Canada.
  7. Notwithstanding the residency of the Contractor, the Contractor shall pay any applicable tax arising from or related to the performance of the Work under the Contract.
  8. In accordance with the Statutory Declaration referred to in paragraph 4) of GC5.5, "Substantial Performance of the Work", a Contractor who has neither residence nor place of business in the province or territory in which work under the Contract is being performed shall provide Canada with proof of registration with the provincial sales tax authorities in the said province.
  9. For the purpose of the payment of any Applicable Taxes or the furnishing of security for the payment of any Applicable Taxes arising from or related to the performance of the Work, and notwithstanding the provision that all Material, Plant and interest of the Contractor in all real property, licences, powers and privileges, become the property of Canada after the time of purchase in accordance with GC3.10, "Material Plant and Real Property Become Property of Canada", the Contractor shall be liable, as a user or consumer, for the payment or for the furnishing of security for the payment of any Applicable Taxes payable, at the time of the use or consumption of that Material, Plant or interest of the Contractor in accordance with the relevant legislation.
  10. Federal government departments and agencies are required to pay Applicable Taxes.
  11. Applicable Taxes will be paid by Canada as provided in the request for payment. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
  12. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
  13. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Amount, the Contract Amount will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Amount if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

**14. Tax Withholding of 15 Percent – Canada Revenue Agency**

Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

**GC1.9 (2010-01-11) Workers' compensation**

1. Prior to commencement of Work, at the time of Substantial Performance of the Work, and prior to issuance of the Certificate of Completion, the Contractor shall provide evidence of compliance with workers' compensation legislation applicable to the place of the Work, including payments due thereunder.
2. At any time during the term of the Contract, when requested by Canada, the Contractor shall provide such evidence of compliance by the Contractor, its subcontractors and any other person at any tier and any other person performing part of the Work who is required to comply with such legislation.

**GC1.10 (2008-05-12) National security**

1. If Canada determines that the Work is of a class or kind that involves national security, Canada may order the Contractor to
  - a. provide Canada with any information concerning persons employed or to be employed by the Contractor for purposes of the Contract; and
  - b. remove any person from the site of the Work if, in the opinion of Canada, that person may be a risk to the national security;

and the Contractor shall comply with the order.

2. In all contracts with persons who are to be employed in the performance of the Contract, the Contractor shall make provision for the performance of any obligation that may be imposed upon the Contractor under paragraph 1) of GC1.10.

**GC1.11 (2015-02-25) Unsuitable workers**

Canada shall instruct the Contractor to remove from the site of the Work any person employed by the Contractor for purposes of the Contract who, in the opinion of Canada, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the site of the Work.

**GC1.12 (2007-05-25) Public ceremonies and signs**

1. The Contractor shall not permit any public ceremony in connection with the Work without the prior consent of Canada.
2. The Contractor shall not erect nor permit the erection of any sign or advertising on the Work or its site without the prior consent of Canada.

**GC1.13 (2015-02-25) Conflict of interest**

It is a term of the Contract that no individual, for whom the post-employment provisions of the Conflict of interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the

Public Service apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable post-employment provisions.

#### **GC1.14 (2008-05-12) Agreements and amendments**

1. The Contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.
2. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect the right thereafter to enforce such provision. Nor shall the waiver by either party of any breach of any covenant, term or condition hereof be taken to be held to be a waiver of any further breach of the same covenant, term or condition.
3. The Contract may be amended only as provided for in the Contract.

#### **GC1.15 (2015-02-25) Succession**

The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and, subject to GC1.16, "Assignment", permitted assigns.

#### **GC1.16 (2015-02-25) Assignment**

The Contractor shall not make any assignment of the Contract, either in whole or in part, without the written consent of Canada.

#### **GC1.17 (2015-02-25) No bribe**

The Contractor represents and covenants that no bribe, gift, benefit, nor other inducement has been nor shall be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

#### **GC1.18 (2012-07-16) Certification—contingency fees**

1. In this clause
  - a. "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government contract or negotiating the whole or any part of its a terms;
  - b. "employee" means a person with whom the Contractor has an employer/employee relationship; and
  - c. "person" includes an individual or a group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), R.S. 1985, c. 44 (4th Supplement) as the same may be amended from time to time.
2. The Contractor certifies that it has not directly or indirectly paid nor agreed to pay and covenants that it shall not directly or indirectly pay nor agree to pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person other than an employee acting in the normal course of the employee's duties.

3. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounts and audit provisions of the Contract.
4. If the Contractor certifies falsely under this section or is in default of the obligations contained therein, Canada may either take the Work out of the Contractor's hands in accordance with the provisions of the Contract or recover from the Contractor by way of reduction to the Contract Amount or otherwise, the full amount of the contingency fee.

#### **GC1.19 (2010-01-11) International sanctions**

1. Persons and companies in Canada, and Canadians outside of Canada are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. It is a condition of the Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the Contractor may request that the Contract be terminated in accordance with GC7.3, "Termination of Contract".

#### **GC1.20 (2016-04-04) Integrity provisions—contract**

The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

#### **GC1.21 (2016-04-04) Code of Conduct for Procurement—contract**

The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.

### **General Condition (GC) 2 - Administration of the Contract - Construction Services (2016-01-28)**

#### **GC2.1 (2015-02-25) Departmental Representative's Authority**

"Technical Authority" shall be recognized as the Departmental representative and designated at time of award of contract and shall perform the following:

- a. is responsible for all matters concerning the technical content of the work under the contract;
- b. authorized to issue notices, instructions, and changes within the scope of the Work, relevant to the contract.
- c. accept on behalf of Canada any notice, order or other communication from the contractor relating to the Work



- d. within a reasonable time, review and respond to submissions made by the Contractor in accordance with the requirements of the Contract

The technical authority has no authority to authorize changes to the Contract terms and conditions of the Contract.

"Contracting Authority" shall be recognized as the authority delegated by the Minister of PWGSC to enter into contracts, amend the contracts and is responsible for all matters concerning and interpretation of the terms and conditions of the Contract.

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

## **GC2.2 (2008-12-12) Interpretation of Contract**

1. If, at any time before Canada has issued a Certificate of Completion, any question arises between the parties about whether anything has been done as required by the Contract or about what the Contractor is required by the Contract to do, and in particular but without limiting the generality of the foregoing, about
  - a. the meaning of anything in the drawings and specifications;
  - b. the meaning to be given to the drawings and specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their wording or intention;
  - c. whether or not the quality or quantity of any Material or workmanship supplied or proposed to be supplied by the Contractor meets the requirements of the Contract;
  - d. whether or not the labour, Plant or Material performed, used and supplied by the Contractor for performing the Work and carrying out the Contract are adequate to ensure that the Work shall be performed in accordance with the Contract and that the Contract shall be carried out in accordance with its terms;
  - e. what quantity of any of the Work has been completed by the Contractor; or
  - f. the timing and scheduling of the various phases of the performance of the Work as specified in the Contract;

the question shall be decided, subject to the provisions of GC8, "Dispute Resolution", by Canada.

2. The Contractor shall perform the Work in accordance with any decisions of Canada that are made under paragraph 1) of GC2.2 and in accordance with any consequential directions given by Canada.
3. If the Contractor fails to comply with any instruction or direction issued by Canada pursuant to the Contract, Canada may employ such methods as Canada deems advisable to do what the Contractor failed to do, and the Contractor shall, on demand, pay Canada an amount that is equal to the aggregate of all costs, expenses and damages incurred or sustained by Canada by reason of the Contractor's failure to comply with such instruction or direction, including the cost of any methods employed by Canada in doing what the Contractor failed to do.

## **GC2.3 (2008-05-12) Notices**

1. Subject to paragraph 3) of GC2.3, any notice, order or other communication may be given in any manner, and if required to be in writing, shall be addressed to the party to whom it is intended at the address in the Contract or at the last address of which the sender has received written notice in accordance with this section.
2. Any notice, order or other communication given in writing in accordance with paragraph 1 of GC2.3 shall be deemed to have been received by either party
  - a. if delivered personally, on the day that it was delivered;
  - b. if forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed; and
  - c. if forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
3. A notice given under GC7.1, "Taking the Work out of the Contractor's Hands", GC7.2, "Suspension of Work" and GC7.3, "Termination of Contract", shall be given in writing and, if delivered personally, shall be delivered, if the Contractor is a sole proprietor, to the Contractor or, if the Contractor is a partnership or corporation, to an officer thereof.

#### **GC2.4 (2015-02-25) Site Meetings**

In consultation with Canada, the Contractor shall arrange site meetings at regular intervals, with all involved parties who are to attend, in order to ensure, among other things, the proper co-ordination of the Work.

#### **GC2.5 (2008-05-12) Review and Inspection of Work**

1. Canada shall review the Work to determine if it is proceeding in conformity with the Contract and to record the necessary data to make an assessment of the value of Work completed. Canada shall measure and record the quantities of labour, Plant and Material performed, used or supplied by the Contractor in performing the Work or any part thereof that is subject to a Unit Price Arrangement and, on request, shall inform the Contractor of those measurements, and permit the Contractor to inspect any records pertaining thereto.
2. Canada shall reject Work or Material which in Canada's opinion does not conform to the requirements of the Contract, and shall require inspection or testing of Work, whether or not such Work is fabricated, installed, or completed. If such Work is not in accordance with the requirements of the Contract, the Contractor shall correct the Work and shall pay Canada, on demand, all reasonable costs and expenses that were incurred by Canada in having the examination performed.
3. The Contractor shall provide Canada with access to the Work and its site at all times, and at all times shall provide sufficient, safe, and proper facilities for the review and inspection of the Work by persons authorized by Canada and any representatives of those authorities having jurisdiction. If parts of the Work are in preparation at locations other than the site of the Work, Canada shall be given access to such Work whenever it is in progress.
4. The Contractor shall furnish Canada with such information respecting the performance of the Contract as Canada may require, and render every possible assistance to enable Canada to

verify that the Work is performed in accordance with the Contract, carry out any other duties and exercise any powers in accordance with the Contract.

5. If Work is designated for tests, inspections, or approvals in the Contract or by Canada's instructions, or by laws or ordinances of the place of the Work, the Contractor shall give Canada reasonable notice of when such Work shall be ready for review and inspection. The Contractor shall arrange for and shall give Canada reasonable notice of the date and time of inspections, tests or approvals.
6. If the Contractor covers, or permits to be covered, Work that has been designated for tests, inspections or approvals before such tests, inspections or approvals are made, completed or given, the Contractor shall, if so directed by Canada, uncover such Work, have the inspections, tests or approvals satisfactorily made, completed or given and make good the covering of the Work at the Contractor's expense.

#### **GC2.6 (2008-05-12) Superintendent**

1. Prior to commencing the Work, the Contractor shall designate a Superintendent and shall notify Canada of the name, address and telephone number of the Superintendent. The Contractor shall keep the Superintendent at the Work site during working hours until the Work has reached completion.
2. The Superintendent shall be in full charge of the operations of the Contractor during the performance of the Work and shall be authorized to accept on behalf of the Contractor any notice, order or other communication given to the Superintendent or the Contractor relating to the Work.
3. Upon request of Canada, the Contractor shall remove any Superintendent who, in the opinion of Canada, is incompetent or has been guilty of improper conduct, and shall forthwith designate another Superintendent who is acceptable to Canada.
4. The Contractor shall not substitute a Superintendent without the written consent of Canada. If a Superintendent is substituted without such consent, Canada shall be entitled to refuse to issue any documentation or certification relating to progress payments, Substantial Performance or Completion of the Work until the Superintendent has returned to the Work site or another Superintendent who is acceptable to Canada has been substituted.

#### **GC2.7 (2014-06-26) Non-discrimination in Hiring and Employment of Labour**

1. For the purposes of this clause, "persons" include the Contractor, its subcontractors and suppliers at any tier and their respective employees, agents, licensees or invitees and any other individual involved in the performance of the Work or granted access to the Work site. A "person" includes any partnership, proprietorship, firm, joint venture, consortium and corporation.
2. Without restricting the provisions of paragraph 3) of GC2.6, "Superintendent", the Contractor shall not refuse to employ and shall not discriminate in any manner against any person because
  - a. of that person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status;

- b. of the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status of any person having a relationship or association with that person, or
    - c. a complaint has been made or information has been given in respect of that person relating to an alleged failure by the Contractor to comply with subparagraph (a) or (b).
3. Within two working days immediately following receipt of a written complaint pursuant to paragraph 2) of GC2.7, the Contractor shall
  - a. cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint;
  - b. forward a copy of the complaint to Canada by registered mail or courier service.
4. Within 24 hours immediately following receipt of a direction from Canada to do so, the Contractor shall cause to have removed from the site of the Work and from the performance of Work under the Contract, any person or persons whom Canada believes to be in breach of the provisions of paragraph 2) of GC2.7.
5. No later than 30 days after receipt of the direction referred to in paragraph 4) of GC2.7, the Contractor shall cause the necessary action to be commenced to remedy the breach described in the direction.
6. If a direction is issued pursuant to paragraph 4) of GC2.7, Canada may withhold from monies that are due and payable to the Contractor or setoff pursuant to GC5.9, "Right of Setoff", whichever is applicable, an amount representing the sum of the costs and payment referred to in paragraph 8) of GC2.7.
7. If the Contractor fails to proceed in accordance with paragraph 5) of GC2.7, Canada shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred by Canada as a result.
8. Canada may make a payment directly to the complainant from monies that are due and payable to the Contractor upon receipt from the complainant of
  - a. a written award issued pursuant to the federal [Commercial Arbitration Act](#), R.S. 1985, c. 17 (2nd Supp.);
  - b. a written award issued pursuant to the [Canadian Human Rights Act](#), R.S. 1985, c. H-6;
  - c. a written award issued pursuant to provincial or territorial human rights legislation; or
  - d. a judgement issued by a court of competent jurisdiction.
9. If Canada is of the opinion that the Contractor has breached any of the provisions of this clause, Canada may take the Work out of the Contractor's hands pursuant to GC7.1, "Taking the Work out of the Contractor's Hands".

10. Subject to paragraph 7) of GC3.6, "Subcontracting", the Contractor shall ensure that the provisions of this clause are included in all agreements and contracts entered into as a consequence of the Work.

#### **GC2.8 (2014-06-26) Accounts and Audits**

1. The Contractor shall, in addition to the requirements expressed in paragraph 6) of GC3.4, "Execution of the Work", maintain full records of the Contractor's estimated and actual cost of the Work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, and shall make them available on request to audit and inspection by Canada and the Deputy Receiver General for Canada or by persons designated to act on behalf of either or both of them.
2. The Contractor shall allow any of the persons referred to in paragraph 1) of GC2.8 to make copies of and take extracts from any of the records and material, and shall furnish such persons or entities with any information those persons or entities may require from time to time in connection with such records and material.
3. The Contractor shall maintain and keep the records intact until the expiration of six (6) years after the date that a Certificate of Completion has been issued or until the expiration of such other period of time as Canada may direct.
4. The Contractor shall cause all subcontractors at any tier and all other persons directly or indirectly controlled by or affiliated with the Contractor and all persons directly or indirectly having control of the Contractor to comply with the requirements of this clause as if they were the Contractor.

#### **General Condition (GC) 3 - Execution and Control of the Work (2015-25-25)**

##### **GC3.1 (2015-02-25) Progress Schedule**

The Contractor shall

- a. prepare and submit to Canada, prior to the submission of the Contractor's first progress claim, a progress schedule in accordance with the requirements set out in the Contract;
- b. monitor the progress of the Work relative to the schedule and update the schedule as stipulated by the contract documents;
- c. advise Canada of any revisions to the schedule required as the result of any extension of time for completion of the Contract that was approved by Canada; and
- d. prepare and submit to Canada, at the time of issuance of a Certificate of Substantial Performance, an update of any schedule clearly showing a detailed timetable that is acceptable to Canada for the completion of any unfinished Work and the correction of all listed defects.

##### **GC3.2 (2015-02-25) Errors and Omissions**

The Contractor shall report promptly to Canada any errors, discrepancies, or omissions the Contractor may discover when reviewing the contract documents. In making a review, the Contractor does not assume any responsibility to Canada for the accuracy of the review. The Contractor shall not be liable

for damage or costs resulting from such errors, discrepancies, or omissions in the contract documents prepared by or on behalf of Canada that the Contractor did not discover.

### **GC3.3 (2008-05-12) Construction Safety**

1. Subject to GC3.7, "Construction by Other Contractors or Workers", the Contractor shall be solely responsible for construction safety at the place of the Work and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. In any emergency, the Contractor shall either stop the Work, make changes or order extra work to ensure the safety of life and the protection of the Work and neighbouring property.
2. Prior to commencing the Work, the Contractor shall notify the authorities having jurisdiction for construction safety at the site of the Work with respect to the intended commencement of the Work, and shall provide such authority with whatever additional information may be required by that authority.

### **GC3.4 (2008-05-12) Execution of the Work**

1. The Contractor shall perform, use or supply and pay for, all labour, Plant, Material, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the Work in accordance with the Contract.
2. The Contractor shall, at all times, perform the Work in a proper, diligent and expeditious manner as is consistent with construction industry standards and in accordance with the progress schedule prepared pursuant to GC3.1, "Progress Schedule", and shall provide sufficient personnel to fulfil the Contractor's obligations in accordance with that schedule.
3. Subject to paragraph 4) of GC3.4, the Contractor shall have complete care, custody and control of the Work and shall direct and supervise the Work so as to ensure compliance with the Contract. The Contractor shall be responsible for construction means, methods, techniques, sequences and procedures and for co-ordinating the various parts of the Work.
4. When requested in writing by Canada, the Contractor shall make appropriate alterations in the method, Plant or workforce at any time Canada considers the Contractor's actions to be unsafe or damaging to either the Work, existing facilities, persons at the site of the Work or the environment.
5. The Contractor shall have sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities and for the construction methods used in their erection, operation, maintenance and removal. The Contractor shall engage and pay for registered professional engineering personnel, skilled in the appropriate discipline to perform these functions if required by law or by the Contract, and in all cases when such temporary facilities and their methods of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.
6. The Contractor shall keep at least one copy of current contract documents, submittals, reports, and records of meetings at the site of the Work, in good order and available to Canada.
7. Except for any part of the Work that is necessarily performed away from or off the site of the Work, the Contractor shall confine Plant, storage of Material, and operations of employees to limits indicated by laws, ordinances, permits or the contract documents.

### **GC3.5 (2008-05-12) Material**

1. Unless otherwise specified in the Contract, all Material incorporated in the Work shall be new.
2. Subject to paragraph 3) of GC3.5, if a specified reused, refurbished, or recycled item of Material is not available, the Contractor shall apply to Canada to substitute a similar item for the one specified.
3. If Canada agrees that the Contractor's application for substitution of a reused, refurbished or recycled item is warranted, and that the substitute item is of acceptable quality and value to that specified and is suitable for the intended purpose, Canada may approve the substitution, subject to the following:
  - a. the request for substitution shall be made in writing to Canada and shall be substantiated by information in the form of the manufacturer's literature, samples and other data that may be required by Canada;
  - b. the Contractor shall make the request for substitution in a manner that shall not negatively affect the progress schedule of the Contract and well in advance of the time the item of Material must be ordered;
  - c. substitution of Material shall be permitted only with the prior written approval of Canada, and any substituted items that are supplied or installed without such approval shall be removed from the site of the Work at the expense of the Contractor, and specified items installed at no additional cost to Canada; and
  - d. the Contractor shall be responsible for all additional expenses incurred by Canada, the Contractor, its subcontractors and suppliers at any tier due to the Contractor's use of the substitute.

### **GC3.6 (2008-05-12) Subcontracting**

1. Subject to the provisions of this clause, the Contractor may subcontract any part of the Work but not the whole of the Work.
2. The Contractor shall notify Canada in writing of the Contractor's intention to subcontract.
3. A notification referred to in paragraph 2) of GC3.6 shall identify the part of the Work and the Subcontractor with whom the Contractor intends to subcontract.
4. Canada may for reasonable cause, object to the intended subcontracting by notifying the Contractor in writing within six(6) days of receipt by Canada of a notification referred to in paragraph 2) of GC3.6.
5. If Canada objects to a subcontracting, the Contractor shall not enter into the intended subcontract.
6. The Contractor shall not change, nor permit to be changed, a Subcontractor engaged by the Contractor, in accordance with this clause, without the written consent of Canada.

7. The Contractor shall ensure that all the terms and conditions of the Contract that are of general application shall be incorporated in every other contract issued as a consequence of the Contract, at whatever tier, except those contracts issued solely to suppliers at any tier for the supply of Plant or Material.
8. Neither a subcontracting nor Canada's consent to a subcontracting shall be construed to relieve the Contractor from any obligation under the Contract or to impose any liability upon Canada.

### **GC3.7 (2008-12-12) Construction by Other Contractors or Workers**

1. Canada reserves the right to send other contractors or workers, with or without Plant and Material, onto the site of the Work.
2. When other contractors or workers are sent on to the site of the Work, Canada shall
  - a. enter into separate contracts, to the extent it is possible, with the other contractors under conditions of contract that are compatible with the conditions of the Contract;
  - b. ensure that the insurance coverage provided by the other contractors is co-ordinated with the insurance coverage of the Contractor as it affects the Work; and
  - c. take all reasonable precautions to avoid labour disputes or other disputes arising from the work of the other contractors or workers.
3. When other contractors or workers are sent on to the site of the Work, the Contractor shall
  - a. co-operate with them in the carrying out of their duties and obligations;
  - b. co-ordinate and schedule the Work with the work of the other contractors and workers;
  - c. participate with other contractors and workers in reviewing their construction schedules when directed to do so;
  - d. where part of the Work is affected by or depends upon the work of other contractors or workers for its proper execution, promptly report to Canada in writing and prior to proceeding with that part of the Work, any apparent deficiencies in such work. Failure by the Contractor to so report shall invalidate any claims against Canada by reason of the deficiencies in the work of other contractors or workers except those deficiencies that are not then reasonably discoverable; and
  - e. when designated as being responsible for construction safety at the place of work in accordance with the applicable provincial or territorial laws, carry out its duties in that role and in accordance with those laws.
4. If, when entering into the Contract, the Contractor could not have reasonably foreseen nor anticipated the sending of other contractors or workers on to the site of the Work and provided the Contractor
  - a. incurs extra expense in complying with the requirements of paragraph 3) of GC3.7; and



- b. gives Canada written notice of a claim for that extra expense within thirty (30) days of the date that the other contractors or workers were sent onto the Work or its site;

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

#### **GC3.8 (2014-03-01) Labour**

1. To the extent to which they are available, consistent with proper economy and the expeditious carrying out of the Work, the Contractor shall, in the performance of the Work, employ a reasonable number of persons who have been on active service with the Armed Forces of Canada and have been honourably discharged therefrom.
2. The Contractor shall maintain good order and discipline among the Contractor's employees and workers engaged in the Work and shall not employ on the site of the Work anyone not skilled in the tasks assigned.

#### **GC3.9 (2008-12-12) Truck Haulage Rates**

CANCELLED.

#### **GC3.10 (2008-05-12) Material, Plant and Real Property Become Property of Canada**

1. Subject to paragraph 9) of GC1.8, "Laws Permits and Taxes", all Material and Plant and the interest of the Contractor in all real property, licences, powers and privileges purchased, used or consumed by the Contractor for the Work shall, immediately after the time of their purchase, use or consumption be the property of Canada for the purposes of the Work and they shall continue to be the property of Canada
  - a. in the case of Material, until Canada indicates that the Materials shall not be required for the Work; and
  - b. in the case of Plant, real property, licences, powers and privileges, until Canada indicates that the interest vested in Canada therein is no longer required for the purposes of the Work.
2. Material or Plant, that is the property of Canada by virtue of paragraph 1) of GC3.10, shall not be taken away from the site of the Work nor used nor disposed of except for the purposes of the Work without the written consent of Canada.
3. Canada is not liable for loss of nor damage from any cause to the Material or Plant referred to in paragraph 1) of GC3.10, and the Contractor is liable for such loss or damage notwithstanding that the Material or Plant is the property of Canada.

#### **GC3.11 (2008-05-12) Defective Work**

1. The Contractor shall promptly remove from the site of the Work and replace or re-execute defective Work whether or not the defective Work has been incorporated in the Work and whether or not the defect is the result of poor workmanship, use of defective Material, or damage through carelessness or other act or omission of the Contractor.

2. The Contractor, at the Contractor's expense, shall promptly make good other work destroyed or damaged by such removals or replacements.
3. If, in the opinion of Canada, it is not expedient to correct defective Work or Work not performed as provided for in the Contract documents, Canada may deduct from the amount otherwise due to the Contractor the difference in value between the Work as performed and that called for by the contract documents.
4. The failure of Canada to reject any defective Work or Material shall not constitute acceptance of the defective Work or Material.

#### **GC3.12 (2008-05-12) Cleanup of Site**

1. The Contractor shall maintain the Work and its site in a tidy condition and free from an accumulation of waste material and debris.
2. Before the issue of a Certificate of Substantial Performance, the Contractor shall remove waste material and debris, and all Plant and Material not required for the performance of the remaining Work and, unless otherwise stipulated in the Contract Documents, shall cause the Work and its site to be clean and suitable for occupancy by Canada.
3. Before the issue of a Certificate of Completion, the Contractor shall remove all surplus Plant and Materials and any waste products and debris from the site of the Work.
4. The Contractor's obligations described in paragraphs 1) to 3) of GC3.12 do not extend to waste products and other debris caused by Canada's servants, or by other contractors and workers referred to in GC3.7, "Construction by Other Contractors or Workers".

#### **GC3.13 (2008-05-12) Warranty and Rectification of Defects in Work**

1. Without restricting any warranty or guarantee implied or imposed by law or contained in the Contract, the Contractor shall, at the Contractor's expense
  - a. rectify and make good any defect or fault that appears in the Work or comes to the attention of Canada with respect to those parts of the Work accepted in connection with the Certificate of Substantial Performance within 12 months from the date of Substantial Performance; and
  - b. rectify and make good any defect or fault that appears in or comes to the attention of Canada in connection with those parts of the Work described in the Certificate of Substantial Performance within 12 months from the date of the Certificate of Completion.
  - c. transfer and assign, to Canada, any subcontractor, manufacturer or supplier extended warranties or guarantees implied or imposed by law or contained in the Contract covering periods beyond the 12 months stipulated above. Extended warranties or guarantees referred to herein shall not extend the 12-month period whereby the Contractor, except as may be provided elsewhere in the Contract, must rectify and make good any defect or fault that appears in the Work or comes to the attention of Canada.
  - d. provide, to Canada prior to the issuance of the Certificate of Completion, a list of all extended warranties and guarantees referred to in paragraph (c) above.

2. Canada may direct the Contractor to rectify and make good any defect or fault referred to in paragraph 1) of GC3.13 or covered by any other expressed or implied warranty or guarantee and the Contractor shall rectify and make good such defect within the time stipulated in the direction.
3. A direction referred to in paragraph 2) GC3.13 shall be in writing and shall be given to the Contractor in accordance with GC2.3, "Notices".

## **General Condition (GC) 4 - Protective Measures (2008-05-12)**

### **GC4.1 (2008-05-12) Protection of Work and Property**

1. The Contractor shall protect the Work and its site against loss or damage from any cause and shall similarly protect all Material, Plant and real property under the Contractor's care, custody and control whether or not such Material, Plant and real property are supplied by Canada to the Contractor.
2. The Contractor shall provide all facilities necessary for the purpose of maintaining security, and shall assist any person authorized by Canada to inspect or to take security measures in respect of the Work and its site.
3. Canada may direct the Contractor to do such things and to perform such work as Canada considers reasonable and necessary to ensure compliance with or to remedy a breach of paragraphs 1) or 2) of GC4.1, and the Contractor, shall comply with such direction.

### **GC4.2 (2008-05-12) Precautions Against Damage, Infringement of Rights, Fire and Other Hazards**

1. The Contractor shall do whatever is necessary to ensure that
  - a. no person, property, right, easement nor privilege is injured, damaged or infringed upon by reasons of the Contractor's activities in performing the Work;
  - b. pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted nor endangered by the performance or existence of the Work, Material or Plant;
  - c. fire hazards in or about the site of the Work are eliminated and any fire is promptly extinguished;
  - d. the health and safety of all persons employed in the performance of the Work is not endangered by the methods nor means of their performance;
  - e. adequate medical services are available to all persons employed on the Work or its site at all times during the performance of the Work;
  - f. adequate sanitation measures are taken in respect of the Work and its site; and
  - g. all stakes, buoys and marks placed on the Work or its site by Canada are protected and are not removed, defaced, altered nor destroyed.

2. Canada may direct the Contractor to do such things and to perform such work as Canada considers reasonable and necessary to ensure compliance with or to remedy a breach of paragraph 1) of GC4.2, and the Contractor shall comply with the direction of Canada.

#### **GC4.3 (2008-05-12) Material, Plant and Real Property Supplied by Canada**

1. Subject to paragraph 2) of GC4.3, the Contractor is liable to Canada for any loss of or damage to Material, Plant or real property that is supplied or placed in the care, custody and control of the Contractor by Canada for use in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control.
2. The Contractor is not liable to Canada for any loss or damage to Material, Plant or real property referred to in paragraph 1) of GC4.3 if that loss or damage results from and is directly attributable to reasonable wear and tear.
3. The Contractor shall not use any Material, Plant or real property supplied by Canada except for the purpose of performing the Contract.
4. When the Contractor fails to make good any loss or damage for which the Contractor is liable under paragraph 1) within a reasonable time, Canada may cause the loss or damage to be made good at the Contractor's expense, and the Contractor shall thereupon be liable to Canada for the cost thereof and shall, on demand, pay to Canada an amount equal to that cost.
5. The Contractor shall keep records of all Material, Plant and real property supplied by Canada as Canada requires and shall satisfy Canada, when requested, that such Material, Plant and real property are at the place and in the condition in which they ought to be.

#### **GC4.4 (2008-05-12) Contaminated Site Conditions**

1. For the purposes of GC4.4, a contaminated site condition exists when a solid, liquid, gaseous, thermal or radioactive irritant or contaminant, or other hazardous or toxic substance or material, including moulds and other forms of fungi, is present at the site of the Work to an extent that constitutes a hazard, or potential hazard, to the environment, property, or the health or safety of any person.
2. If the Contractor encounters a contaminated site condition of which the Contractor is not aware or about which the Contractor has not been advised, or if the Contractor has reasonable grounds to believe that such a site condition exists at the site of the Work, the Contractor shall
  - a. take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness or death, and that neither property nor the environment is injured or destroyed as a result of the contaminated site condition;
  - b. immediately notify Canada of the circumstances in writing; and
  - c. take all reasonable steps to minimize additional costs that may accrue as a result of any work stoppage.
3. Upon receipt of a notification from the Contractor, Canada shall promptly determine whether a contaminated site condition exists, and shall notify the Contractor in writing of any action to be taken, or work to be performed, by the Contractor as a result of Canada's determination.

4. If the Contractor's services are required by Canada, the Contractor shall follow the direction of Canada with regard to any excavation, treatment, removal and disposal of any polluting substance or material.
5. Canada, at Canada's sole discretion, may enlist the services of experts and specialty contractors to assist in determining the existence of, and the extent and treatment of contaminated site conditions, and the Contractor shall allow them access and co-operate with them in the carrying out of their duties and obligations.
6. Except as may be otherwise provided for in the Contract, the provisions of GC6.4, "Determination of Price", shall apply to any additional work made necessary because of a contaminated site condition.

## **General Condition (GC) 5 - Terms of Payment >100K - Construction Services (2016-01-28)**

### **GC5.1 (2008-12-12) Interpretation**

In these Terms of Payment

1. The "payment period" means a period of 30 consecutive days or such other longer period as may be agreed between the Contractor and Canada.
2. An amount is "due and payable" when it is due and payable by Canada to the Contractor according to GC5.4, "Progress Payment", GC5.5, "Substantial Performance of the Work", or GC5.6 "Final Completion".
3. An amount is "overdue" when it remains unpaid on the first day following the day upon which it is due and payable.
4. The "date of payment" means the date of the negotiable instrument of an amount due and payable by the Receiver General for Canada.
5. The "Bank Rate" means the rate of interest established by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association.
6. The "Average Bank Rate" means the simple arithmetic mean of the Bank Rate in effect at 4:00 p.m. Eastern Time each day during the calendar month which immediately precedes the calendar month in which payment is made.

### **GC5.2 (2010-01-11) Amount Payable**

1. Subject to any other provisions of the Contract, Canada shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which the amounts payable by Canada to the Contractor in accordance with the Contract exceed the amounts payable by the Contractor to Canada, and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by the Contractor in respect of the Work to which the payment relates.
2. When making any payment to the Contractor, the failure of Canada to deduct an amount payable to Canada by the Contractor shall not constitute a waiver of the right to do so, or an admission of lack of entitlement to do so in any subsequent payment to the Contractor.

3. Should any payment be made by Canada in excess of what is owed to the Contractor for the actual work performed, the Contractor will reimburse Canada the excess immediately, with or without demand, and any amounts outstanding shall bear simple interest at the Average Bank rate plus 3 percent per annum from the date of overpayment until the day prior to the date of repayment by the Contractor.
4. No payment other than a payment that is expressly stipulated in the Contract, shall be made by Canada to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.

### **GC5.3 (2014-06-26) Increased or Decreased Costs**

1. The Contract Amount shall not be increased nor decreased by reason of any increase or decrease in the cost of the Work that is brought about by an increase or decrease in the cost of labour, Plant, Material or any wage adjustment.
2. Notwithstanding paragraph 1) of GC5.3, if any change, including a new imposition or repeal, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales, customs or excise tax legislation of the Government of Canada or any Provincial or Territorial legislation, affects the cost of the Work to the Contractor, and occurs
  - a. after the date of submission by the Contractor of its bid; or
  - b. after the date of submission of the last revision, if the Contractor's bid was revised;
  - c. the Contract Amount shall be adjusted in the manner provided in paragraph 3) of GC5.3.
3. If a change referred to in paragraph 2) of GC5.3 occurs, the Contract Amount shall be increased or decreased by an amount established by an examination by Canada of the relevant records of the Contractor referred to in GC2.8, "Accounts and Audits", to be the increase or decrease in the cost incurred by the Contractor that is directly attributable to that change.
4. For the purpose of paragraph 2) of GC5.3, if a tax is changed after the tender closing, but public notice of the change has been given by the Minister of Finance or the corresponding Provincial or Territorial authority before that closing, the change shall be deemed to have occurred before the solicitation closing.
5. Notwithstanding paragraphs 2) to 4) of GC5.3, no adjustment to the Contract Amount in respect of the Work or a part thereof shall be made for a change in any imposition referred to in this section that occurs after the date required by the Contract for completion of the Work or that part of the Work.

### **GC5.4 (2014-06-26) Progress Payment**

1. On the expiration of a payment period, the Contractor shall deliver to Canada
  - a. a written progress claim in a form acceptable to Canada that fully describes any part of the Work that has been completed, and any Material that was delivered to the Work site but not incorporated into the Work, during that payment period, and

- b. a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as " subcontractors and suppliers", have been fully discharged.
2. Within 10 days of receipt of a progress claim and statutory declaration from the Contractor, Canada shall inspect, or cause to have inspected, the part of the Work and the Material described in the progress claim, and shall issue a progress report to the Contractor, that indicates the value of the part of the Work and the Material described in the progress claim that, in the opinion of Canada
  - a. is in accordance with the Contract; and
  - b. was not included in any other progress report relating to the Contract.
3. Subject to GC5.2, "Amount Payable", and paragraph 5) of GC5.4, Canada shall pay the Contractor an amount that is equal to
  - a. 95 percent of the value that is indicated in Canada's progress report if a labour and material payment bond has been furnished by the Contractor; or
  - b. 90 percent of the value that is indicated in Canada's progress report if a labour and material payment bond has not been furnished by the Contractor.
4. Canada shall pay the amount referred to in paragraph 3) of GC5.4 not later than
  - a. 30 days after receipt by Canada of both a progress claim and a statutory declaration referred to in paragraph 1) of GC5.4; or
  - b. 15 days after receipt by Canada of the Contractor's progress schedule or updated progress schedule, in accordance with GC3.1, "Progress Schedule",whichever is later.
5. In the case of the Contractor's first progress claim, it is a condition precedent to Canada's obligation under paragraph 3) of GC5.4 that the Contractor has provided all necessary documentation required by the Contract for the first progress claim.

#### **GC5.5 (2014-06-26) Substantial Performance of the Work**

1. If, at any time before the issuance of a Certificate of Completion, Canada determines that the Work has reached Substantial Performance as described in subparagraph 1) (b) of GC1.1.4, "Substantial Performance", Canada shall issue a Certificate of Substantial Performance to the Contractor. The Certificate of Substantial Performance shall state or describe
  - a. the date of Substantial Performance;
  - b. the parts of the Work not completed to the satisfaction of Canada; and

- c. all things that must be done by the Contractor before a Certificate of Completion is issued and before the 12-month warranty period referred to in GC3.13, "Warranty and Rectification of Defects in Work", commences for the said parts and all the said things.
2. The issuance of a Certificate of Substantial Performance does not relieve the Contractor from the Contractor's obligations under GC3.11, "Defective Work".
3. Subject to GC5.2, "Amount Payable", and paragraph 4) of GC5.5, Canada shall pay the Contractor the amount referred to in paragraph 1) of GC5.2, "Amount Payable", less the aggregate of
  - a. the sum of all payments that were made pursuant to GC5.4, "Progress Payment";
  - b. an amount that is equal to Canada's estimate of the cost to Canada of rectifying defects described in the Certificate of Substantial Performance; and
  - c. an amount that is equal to Canada's estimate of the cost to Canada of completing the parts of the Work described in the Certificate of Substantial Performance other than defects listed therein.
4. Canada shall pay the amount referred to in paragraph 3) of GC5.5 not later than
  - a. 30 days after the date of issue of a Certificate of Substantial Performance, or
  - b. 15 days after the Contractor has delivered to Canada
    - i. a statutory declaration containing a declaration by the Contractor that up to the date of the Certificate of Substantial Performance, the Contractor has complied with all lawful obligations, discharged all its lawful obligations to its Subcontractors and Suppliers in respect of the work under the Contract, and discharged its lawful obligations referred to in GC1.8, "Laws, Permits and Taxes";
    - ii. evidence of compliance with workers' compensation legislation in accordance with GC1.9, "Workers' Compensation"; and
    - iii. an update of the progress schedule in accordance with the requirements of GC3.1, "Progress Schedule"; whichever is later.

#### **GC5.6 (2008-05-12) Final Completion**

1. When Canada is of the opinion that the Contractor has complied with the Contract and all orders and directions made pursuant thereto, and that the Work has been completed as described in GC1.1.5, "Completion", Canada shall issue a Certificate of Completion to the Contractor and, if the Work or a portion of the Work is subject to a Unit Price Arrangement, Canada shall issue a Certificate of Measurement that shall, subject to GC8, be binding upon and conclusive between Canada and the Contractor as to the quantities referred to therein.
2. Subject to GC5.2, "Amount Payable", and paragraph 3) of GC5.6, Canada shall pay the Contractor the amount referred to in GC5.2, "Amount Payable", less the aggregate of the sum of all payments that were made pursuant to GC5.4, "Progress Payment", and GC5.5, "Substantial Performance of Work".



3. Canada shall pay the amount referred to in paragraph 2) of GC5.6 not later than

- a. 60days after the date of issue of a Certificate of Completion; or
- b. 15 days after the Contractor has delivered to Canada
  - i. a statutory declaration which contains a declaration by the Contractor that all of the Contractor's lawful obligations and any lawful claims against the Contractor that arose out of the performance of the Contract have been discharged and satisfied; and
  - ii. evidence of compliance with workers' compensation legislation in accordance with GC1.9, "Workers' Compensation"; whichever is later.

#### **GC5.7 (2015-02-25) Payment Not Binding on Canada**

Neither acceptance of a progress claim or progress report, nor any payment made by Canada under the Contract, nor partial or entire use or occupancy of the Work by Canada shall constitute an acceptance by Canada of any portion of the Work or Material that is not in accordance with the requirements of the Contract.

#### **GC5.8 (2008-05-12) Claims and Obligations**

1. The Contractor shall discharge all the Contractor's lawful obligations and shall satisfy all lawful claims against the Contractor arising out of the performance of the Work at least as often as the Contract requires Canada to pay the Contractor.
2. Whenever requested to do so by Canada, the Contractor shall make a statutory declaration declaring to the existence and condition of any obligations and claims against the Contractor arising out of the performance of the Work.
3. In order to discharge lawful obligations of and satisfy lawful claims against the Contractor or its Subcontractors arising out of the performance of the Contract, Canada may pay an amount that is due and payable to the Contractor directly to the claimant. Such payment is, to the extent of the payment, a discharge of Canada's liability to the Contractor under the Contract and may be deducted from any amount payable to the Contractor under the Contract.
4. For the purposes of paragraph 3) of GC5.8, and subject to paragraph 6) of GC5.8, a claim or obligation shall be considered lawful when it is so determined by
  - a. a court of legal jurisdiction;
  - b. an arbitrator duly appointed to arbitrate the claim; or
  - c. the written consent of the Contractor authorizing payment of the claim or obligation.
5. If a claim or obligation would have been subject to the provisions of Provincial or Territorial lien legislation or, in the Province of Quebec, the law relating to legal hypothecs had the Contractor been performing the Work for an entity other than Canada

- a. such amount as may be paid by Canada pursuant to paragraphs 3) and 4) of GC5.8 shall not exceed the amount that the Contractor would have been obliged to pay had the provisions of such legislation or law been applicable to the Work;
  - b. a claimant need not comply with the provisions of such legislation, setting out the steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had; and
  - c. for the purposes of determining the entitlement of a claimant, the notice required by paragraph 8) of GC5.8 shall be deemed to replace the registration or provision of notice after the performance of work as required by any applicable legislation and no claim shall be deemed to have expired, become void or unenforceable by reason of the claimant not commencing any action within the time prescribed by such legislation.
6. The Contractor shall, at the request of any claimant, submit to binding arbitration those questions that need to be answered to establish the entitlement of the claimant to payment. The arbitration shall have as parties to it any Subcontractor or Supplier to whom the claimant supplied Material, performed work or rented equipment should such Subcontractor or Supplier wish to be adjoined, and Canada shall not be a party to such arbitration. Subject to any agreement between the Contractor and the claimant, the arbitration shall be conducted in accordance with the governing Provincial or Territorial legislation applicable to the site of the Work.
7. Paragraph 3) of GC5.8 shall apply only to claims and obligations
  - a. the notification of which has set forth the amount claimed to be owing and the person who by contract is primarily liable and has been received by Canada in writing before final payment is made to the Contractor pursuant to GC5.6, "Final Completion", and within 120 days of the date on which the claimant
    - i. should have been paid in full under the claimant's contract with the Contractor, its Subcontractor or Supplier if the claim is for money that was lawfully required to be held back from the claimant; or
    - ii. performed the last of the services, work or labour, or furnished the last of the Material pursuant to the claimant's contract with the Contractor or its Subcontractor or Supplier where the claim is for money not lawfully required to be held back from the claimant; and
  - b. the proceedings to determine the right to payment of which, pursuant to paragraph 5) of GC5.8, shall have commenced within one year from the date that the notification required by subparagraph 7)(a) of GC5.8 was received by Canada.
8. Upon receipt of a notice of claim, Canada may withhold, from any amount that is due and payable to the Contractor pursuant to the Contract, the full amount of the claim or any portion thereof.
9. Canada shall notify the Contractor in writing in a timely manner of receipt of any claim and of the intention of Canada to withhold funds. At any time thereafter and until payment is made to the claimant, the Contractor may be entitled to post, with Canada, security in a form acceptable to Canada in an amount equal to the value of the claim, and upon receipt of such security Canada shall release to the Contractor any funds that would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of this clause in respect of the claim of any claimant for whom the security stands.

#### **GC5.9 (2008-05-12) Right of Setoff**

1. Without limiting any right of setoff or deduction given or implied by law or elsewhere in the Contract, Canada may set off any amount payable to Canada by the Contractor under the Contract, or under any current contract, against any amount payable to the Contractor under the Contract.
2. For the purposes of paragraph 1) of GC5.9, "current contract" means a contract between Canada and the Contractor
  - a. under which the Contractor has an undischarged obligation to perform or supply work, labour or material; or
  - b. in respect of which Canada has, since the date of the Contract, exercised any right to take the work that is the subject of that contract out of the Contractor's hands.

#### **GC5.10 (2007-05-25) Assessments and Damages for Late Completion**

1. For the purposes of this clause
  - a. the Work shall be deemed to be completed on the date of the Certificate of Completion; and
  - b. the "period of delay" means the number of days commencing on the day fixed for completion of the Work and ending on the day immediately preceding the day on which the Work is completed but does not include any day within a period of extension granted pursuant to GC6.5, "Delays and Extension of Time", and any other day on which, in the opinion of Canada, completion of the Work was delayed for reasons beyond the control of the Contractor.
2. If the Contractor does not complete the Work by the day fixed for its completion but completes it thereafter, the Contractor shall pay Canada an amount equal to the aggregate of
  - a. all salaries, wages and travelling expenses incurred by Canada in respect of persons overseeing the performance of the Work during the period of delay;
  - b. the cost incurred by Canada as a result of the inability to use the completed Work for the period of delay; and
  - c. all other expenses and damages incurred or sustained by Canada during the period of delay as a result of the Work not being completed by the day fixed for its completion.
3. Canada may waive the right of Canada to the whole or any part of the amount payable by the Contractor pursuant to paragraph 2) of GC5.10 if, in the opinion of Canada, it is in the public interest to do so.

#### **GC5.11 (2008-05-12) Delay in Making Payment**

1. Notwithstanding GC1.5, "Time of the Essence", any delay by Canada in making any payment when it is due pursuant to GC5 shall not be a breach of the Contract by Canada.

2. Subject to paragraph 3) of GC5.11, Canada shall pay to the Contractor simple interest at the Average Bank Rate plus 3 percent per annum on any amount that is overdue pursuant to paragraph 3) of GC5.1, and the interest shall apply from and include the day such amount became overdue until the day prior to the date of payment.
3. Interest shall be paid without demand by the Contractor except that
  - a. in respect of amounts that are less than 15 days overdue, no interest shall be paid in respect of payment made within such 15 days unless the Contractor so demands after such amounts have become due and payable; and
  - b. interest shall not be payable or paid on overdue advance payments, if any.

#### **GC5.12 (2007-05-25) Interest on Settled Claims**

1. For the purposes of this clause, a claim means a disputed amount subject to negotiation between Canada and the Contractor under the Contract.
2. A claim is deemed to have been settled when an agreement in writing is signed by Canada and the Contractor setting out the amount of the claim to be paid by Canada and the items of work for which the said amount is to be paid.
3. A settled claim is deemed to be outstanding from the day immediately following the date the said claim would have been due and payable under the Contract had it not been disputed.
4. Canada shall pay to the Contractor simple interest on the amount of a settled claim at the Average Bank Rate plus 3 percent per annum from the date the settled claim was deemed to be outstanding until the day prior to the date of payment.

#### **GC5.13 (2007-05-25) Return of Security Deposit**

1. After a Certificate of Substantial Performance has been issued, and if the Contractor is not in breach of nor in default under the Contract, Canada shall return to the Contractor all or any part of a Security Deposit that, in the opinion of Canada, is not required for the purposes of the Contract.
2. After a Certificate of Completion has been issued, Canada shall return to the Contractor the remainder of any security deposit unless the Contract stipulates otherwise.
3. If the security deposit was paid into the Consolidated Revenue Fund of Canada, Canada shall pay interest thereon to the Contractor at a rate established pursuant to section 21(2) of the [Financial Administration Act \(FAA\)](#).

### **General Condition (GC) 6 - Delays and Changes in the Work – Construction Services (2016-01-28)**

#### **GC6.1 (2008-05-12) Changes in the Work**

1. At any time before issuance of a Certificate of Completion, Canada may issue orders for additions, deletions or other changes to the Work, or changes in the location or position of the

whole or any part of the Work, if the addition, deletion, change or other revision is deemed by Canada to be consistent with the general intent of the Contract.

2. An order referred to in paragraph 1) of GC6.1 shall be in writing and given to the Contractor in accordance with GC2.3, "Notices".
3. Upon receipt of an order, the Contractor shall promptly perform the work in accordance with the order as if the order had appeared in and been part of the original Contract.
4. If anything done or omitted by the Contractor pursuant to an order increases or decreases the cost of the Work to the Contractor, payment for the work shall be made in accordance with GC6.4, "Determination of Price".

#### **GC6.2 (2008-05-12) Changes in Subsurface Conditions**

1. If, during the performance of the Work, the Contractor encounters subsurface conditions that are substantially different from the subsurface conditions described in the tender documents supplied to the Contractor, or a reasonable assumption of fact based thereon, the Contractor shall give notice to Canada immediately upon becoming aware of the situation.
2. If the Contractor is of the opinion that the Contractor may incur or sustain any extra expense or any loss or damage that is directly attributable to the changed subsurface conditions, the Contractor shall within 10 days of the date the changed subsurface conditions were encountered, give Canada written notice of intention to claim for that extra expense, loss or damage.
3. If the Contractor has given a notice referred to in paragraph 2) of GC6.2, the Contractor shall give Canada a written claim for extra expense, loss or damage no later than 30 days after the date that a Certificate of Substantial Performance is issued.
4. A written claim referred to in paragraph 3) of GC6.2 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable Canada to determine whether or not the claim is justified, and the Contractor shall supply such further and other information for that purpose as Canada requires.
5. If Canada determines that a claim referred to in paragraph 3) of GC6.2 is justified, Canada shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC6.4, "Determination of Price".
6. If, in the opinion of Canada, the Contractor effects a saving of expenditure that is directly attributable to a substantial difference between the information relating to subsurface conditions at the site of the Work that is contained in the tender documents, or a reasonable assumption of fact based thereon, and the actual subsurface conditions encountered by the Contractor, the Contract Amount shall be reduced by the amount of the saving of expenditure determined in accordance with GC6.4, "Determination of Price".
7. If the Contractor fails to give a notice referred to in paragraph 2) of GC6.2 and a claim referred to in paragraph 3) of GC6.2 within the times stipulated, an extra payment shall not be made to the Contractor in respect of the occurrence.
8. Canada does not warrant the content expressed in any subsurface report available for the perusal of the Contractor that does not form part of the tender and contract documents.

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### **GC6.3 (2008-05-12) Human Remains, Archaeological Remains and Items of Historical or Scientific Interest**

1. For the purposes of this clause
  - a. "human remains" means the whole or any part of a deceased human being, irrespective of the time of death;
  - b. "archaeological remains" are items, artefacts or things made, modified or used by human beings in antiquity and may include, but not be limited to, stone, wood or iron structures or monuments, dump deposits, bone artefacts, weapons, tools, coins, and pottery; and
  - c. "items of historical or scientific interest" are naturally occurring or manufactured objects or things of any age that are not archaeological remains but may be of interest to society because of their historical or scientific significance, value, rarity, natural beauty, or other quality.
2. If, during the course of the Work, the Contractor encounters any object, item or thing which is described in paragraph 1) of GC6.3 or which resembles any object, item or thing described in paragraph 1) of GC6.3, the Contractor shall
  - a. take all reasonable steps, including stopping work in the affected area, to protect and preserve the object, item or thing;
  - b. immediately notify Canada of the circumstances in writing; and
  - c. take all reasonable steps to minimize additional costs that may accrue as a result of any work stoppage.
3. Upon receipt of a notification in accordance with subparagraph 2)(b) of GC6.3, Canada shall promptly determine whether the object, item or thing is one described in, or contemplated by paragraph 1) of GC6.3, and shall notify the Contractor in writing of any action to be performed, or work to be carried out, by the Contractor as a result of Canada's determination.
4. Canada may, at any time, enlist the services of experts to assist in the investigation, examination, taking of measurements or other such recordings, placing of permanent protection around or removing of the object, item or thing encountered by the Contractor, and the Contractor shall, to the satisfaction of Canada, allow them access and co-operate with them in the carrying out of their duties and obligations.
5. Human remains, archaeological remains and items of historical or scientific interest encountered at the site of the Work shall be deemed to be the property of Canada.
6. Except as may be otherwise provided for in the Contract, the provisions of GC6.4, "Determination of Price", and GC6.5, "Delays and Extension of Time", shall apply.

### **GC6.4 (2013-04-25) Determination of Price**

#### **GC6.4.1 Price Determination Prior to Undertaking Changes**

1. If a Lump Sum Arrangement applies to the Contract or a part thereof, the price of any change shall be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed upon in writing by the Contractor and Canada plus an allowance for supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount, which allowance shall be equal to
  - a. 20 percent of the aggregate costs referred to herein for that portion of the Work done by the Contractor's own forces, if the aggregate cost of the Work does not exceed \$50,000;
  - b. 15 percent of the aggregate costs referred to herein for that portion of the Work that is done by subcontract, if the aggregate cost of the Work does not exceed \$50,000; or
  - c. a negotiated percentage of the aggregate costs referred to herein or a negotiated amount
    - i. if the aggregate cost of the Work exceeds \$50,000; or
    - ii. if the Contractor and Canada agree in writing.
2. 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.
3. A price per unit referred to in paragraph 2) of GC6.4.1 shall be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed upon by the Contractor and Canada, plus an allowance determined in accordance with paragraph 1) of GC6.4.1.
4. To facilitate approval of the price of the change or the additional price per unit as applicable, the Contractor shall submit a cost estimate breakdown identifying, as a minimum, the estimated cost of labour, Plant, Material, each subcontract amount, and the amount of the allowance.
5. If no agreement is reached as contemplated in paragraph 1) of GC6.4.1, the price shall be determined in accordance with GC6.4.2.
6. If no agreement is reached, as contemplated in paragraphs 2) and 3) of GC6.4.1, Canada shall determine the class and the unit of measurement of the item of labour, Plant or Material and the price per unit shall be determined in accordance with GC6.4.2.

#### **GC6.4.2 Price Determination Following Completion of Changes**

1. If it is not possible to predetermine, or if there is failure to agree upon the price of a change in the Work, the price of the change shall be equal to the aggregate of
  - a. all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, Plant and Material that fall within one of the classes of expenditure described in paragraph 2) of GC6.4.2, 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 equal to 10 percent of the sum of the expenses referred to in subparagraph 1)(a) of GC6.4.2; and

- c. interest on the amounts determined under subparagraphs 1)(a) and 1)(b) of GC6.4.2 calculated in accordance with GC5.12, "Interest on Settled Claims";
2. The cost of labour, Plant and Material referred to in subparagraph 1)(a) of GC6.4.2 shall 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 of Canada that are necessary for the performance of the Contract in accordance with the Contract Documents.

#### **GC6.4.3 Price Determination - Variations in Tendered Quantities**

1. Except as provided in paragraphs 2), 3), 4) and 5) of GC6.4.3, if it appears that the final quantity of labour, Plant and Material under a price per unit item shall exceed or be less than the estimated tendered quantity, the Contractor shall perform the Work or supply the Plant and Material required to complete the item and payment shall be made for the actual Work performed or Plant and Material supplied at the price per unit set out in the Contract.
2. If the final quantity of the price per unit item exceeds the estimated tendered quantity by more than 15 percent, either party to the Contract may make a written request to the other party to negotiate an amended price per unit for that portion of the item which exceeds 115 percent of the



estimated tendered quantity, and to facilitate approval of any amended price per unit, the Contractor shall, on request, provide Canada with

- a. 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
  - b. 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.
3. If agreement is not reached as contemplated in paragraph 2) of GC6.4.3, the price per unit shall be determined in accordance with GC6.4.2.
4. If it appears that the final quantity of labour, Plant and Material under a price per unit item shall be less than 85 percent of the estimated tendered quantity, either party to the Contract may make a written request to the other party to negotiate a change to the price per unit for the item if
  - a. 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
  - b. the difference in unit cost is due solely to the decrease in quantity and not to any other cause.
5. For the purposes of the negotiation referred to in paragraph 4) of GC6.4.3
  - a. the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and
  - b. in no event shall the total price for an item that has been amended as a result of a reduction in quantity pursuant to paragraph 4) of GC6.4.3 exceed the amount that would have been payable to the Contractor had 85 percent of the tendered quantity actually been performed or supplied.

#### **GC6.5 (2008-05-12) Delays and Extension of Time**

1. Upon application of the Contractor made before the date first fixed for completion of the Work or before any other date previously fixed under this clause, Canada may extend the time for completion of the Work by fixing a new date if Canada determines that causes beyond the control of the Contractor have delayed its completion.
2. The Contractor's application shall be accompanied by the written consent of the bonding company whose bond forms part of the Contract Security.
3. Subject to paragraph 4) of GC6.5, no payment, other than a payment that is expressly stipulated in the Contract, shall be made by Canada to the Contractor for any extra expense, loss or damage incurred or sustained by the Contractor due to delay, whether or not the delay is caused by circumstances beyond the control of the Contractor.
4. If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to any neglect or delay that occurs after the date of the Contract on the part of

Canada in providing any information or in doing any act that the Contract either expressly requires Canada to do or that would ordinarily be done by an owner in accordance with the practice of the trade, the Contractor shall give Canada written notice of intention to claim for that extra expense or loss or damage within ten working days of the date the neglect or delay first occurred.

5. When the Contractor has given a notice referred to in paragraph 4) of GC6.5, the Contractor shall give Canada a written claim for the extra expense, loss or damage no later than 30 days after the date that a Certificate of Completion is issued and not afterwards.
6. A written claim referred to in paragraph 5) of GC6.5 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable Canada to determine whether or not the claim is justified and the Contractor shall supply such further and other information for that purpose as Canada may require.
7. If Canada determines that a claim referred to in paragraph 5) of GC6.5 is justified, Canada shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC6.4, "Determination of Price".
8. If the Contractor fails to give a notice referred to in paragraph 4) and a claim referred to in paragraph 5) of GC6.5 within the times stipulated, an extra payment shall not be made to the Contractor in respect of the occurrence.

## **General Condition (GC) 7 - Default, Suspension or Termination of Contract (2008-05-12)**

### **GC7.1 (2008-05-12) Taking the Work out Of the Contractor's Hands**

1. By giving notice in writing to the Contractor in accordance with GC2.3, "Notices", Canada, without any other authorization, may take all or any part of the Work out of the Contractor's hands, and may employ such means as Canada sees fit to have the Work completed if the Contractor
  - a. fails to remedy any delay in the commencement or default in the diligent performance of the Work to the satisfaction of Canada within six days of Canada giving notice to the Contractor in writing in accordance with GC2.3, "Notices";
  - b. defaults in the completion of any part of the Work within the time fixed for its completion by the Contract;
  - c. becomes insolvent, or has committed an act of bankruptcy, and has neither made a proposal to its creditors nor filed a notice of intention to make such a proposal, pursuant to the [Bankruptcy and Insolvency Act](#);
  - d. abandons the work;
  - e. makes an assignment of the Contract without the consent required by GC1.16, "Assignment", or

- f. otherwise fails to observe or perform any of the provisions of the Contract.
2. If the whole or any part of the Work is taken out of the Contractor's hands, the Contractor's right to any further payment that is due or accruing due under the Contract is, subject only to paragraph 3) of GC7.1, extinguished, and the Contractor is liable to pay Canada, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by Canada in respect of the Contractor's failure to complete the Work.
  3. If the whole or any part of the Work that is taken out of the Contractor's hands is completed by Canada, Canada may pay the Contractor the amount, if any, of the holdback or a progress claim as determined by Canada that had accrued and was due prior to the date on which the Work was taken out of the Contractor's hands and that is not required for the purposes of having the Work performed or of compensating Canada for any other loss or damage incurred or sustained by reason of the Contractor's default.
  4. The taking of the Work or any part thereof out of the Contractor's hands does not relieve the Contractor from any obligation under the Contract or imposed by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's hands.
  5. If the Work or any part thereof is taken out of the Contractor's hands, all Plant and Material and the interest of the Contractor, or its suppliers or subcontractors at any tier, in all real property, licences, powers and privileges acquired, used or provided by the Contractor, or its suppliers or subcontractors at any tier, under the Contract shall continue to be the property of Canada without compensation.
  6. When Canada certifies that any Plant, Material, or any interest of the Contractor is no longer required for the purposes of the Work, or that it is not in the interests of Canada to retain that Plant, Material, or interest, it shall revert to the Contractor.
  7. If the Contractor has become insolvent or has committed an act of bankruptcy, and has either made a proposal to its creditors or filed a notice of intention to make such a proposal, pursuant to the [Bankruptcy and Insolvency Act](#), the Contractor shall immediately forward a copy of the proposal or the notice of intention to Canada.

#### **GC7.2 (2007-05-25) Suspension of Work**

1. When, in Canada's opinion, it is in the public interest to do so, Canada may require the Contractor to suspend performance of the Work either for a specified or an unspecified period, by giving a notice of suspension in writing to the Contractor in accordance with GC2.3, "Notices".
2. When a notice of suspension is received by the Contractor, the Contractor shall suspend all operations in respect of the Work except those that Canada determines are necessary for the care and preservation of the Work, Plant and Material.
3. During a period of suspension, the Contractor shall not remove any part of the Work, Plant or Material from its site without the consent of Canada.
4. If a period of suspension is 60 days or less, the Contractor shall resume the performance of the Work on the expiration of that period, and the Contractor is entitled to be paid the extra costs necessarily incurred by the Contractor as a result of the suspension, determined in accordance with GC6.4, "Determination of Price".

5. If a period of suspension is more than 60 days, Canada and the Contractor may agree that the performance of the Work shall be continued by the Contractor, and the Contractor shall resume performance of the Work subject to any terms and conditions agreed upon by Canada and the Contractor. If Canada and the Contractor do not agree that performance of the Work shall be continued by the Contractor, or upon the terms and conditions under which the Contractor shall continue the Work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC7.3, "Termination of Contract".

#### **GC7.3 (2007-05-25) Termination of Contract**

1. Canada may terminate the Contract at any time by giving a notice of termination in writing to the Contractor in accordance with GC2.3, "Notices".
2. If the Contractor receives a notice of termination, the Contractor shall forthwith cease all operations in performance of the Contract, subject to any conditions stipulated in the notice.
3. Subject to paragraph 4) of GC7.3, if the Contract is terminated, Canada shall pay the Contractor an amount determined to be due to the Contractor pursuant to GC6.4, "Determination of Price", less the aggregate of all amounts that were paid to the Contractor by Canada and all amounts that are due to Canada from the Contractor pursuant to the Contract.
4. In no event shall the total amount payable by Canada to the Contractor exceed the amount, calculated in accordance with GC5, "Terms of Payment", that would have been payable to the Contractor had the Contractor completed the Work.
5. Payment to the Contractor, if any, shall be made as soon as practicable under the circumstances.

#### **GC7.4 (2008-05-12) Security Deposit - Forfeiture or Return**

1. If the Work is taken out of the Contractor's hands, or the Contractor is in breach of, or in default under, the Contract, Canada may convert a security deposit to Canada's own use.
2. If Canada converts a security deposit, the amount realized shall be deemed to be an amount due from Canada to the Contractor under the Contract.
3. Any balance of the amount realized that remains after payment of all losses, damage and claims of Canada and others shall be paid by Canada to the Contractor if, in the opinion of Canada, it is not required for the purposes of the Contract.

### **General Condition (GC) 8 - Dispute Resolution - >5M – Construction Services (2016-01-28)**

#### **GC8.1 (2008-05-12) Interpretation**

1. "dispute" means any disagreement regarding any issue identified by the Contractor in the notice submitted to Canada in accordance with paragraph 2 of GC8.3, "Notice of Dispute", and includes any claim by the Contractor arising from such disagreement and any counterclaim by Canada, but does not include any claim by either party for punitive or exemplary damages, injury to persons, death, or any claim based on an allegation of libel or slander.

2. The alternative dispute resolution procedures set out in GC8, do not apply to any claim by Canada against the Contractor except any counterclaim in a dispute as defined in paragraph 1 of GC8.1, including, but not limited to, any claim of setoff regarding any amount due to Canada under GC5.10, "Assessment and Damages for Late Completion".

#### **GC8.2 (2008-05-12) Consultation and Co-operation**

1. The parties agree to maintain open and honest communication throughout the performance of the Contract.
2. The parties agree to consult and co-operate with each other in the furtherance of the Work and the resolution of problems or differences that may arise.

#### **GC8.3 (2008-05-12) Notice of Dispute**

1. Any difference between the parties to the Contract of any nature arising out of or in connection with the Contract which could result in a claim by the Contractor against Canada, and which is not settled by consultation and co-operation as envisaged in GC8.2, "Consultation and Co-operation", shall be resolved in the first instance by Canada, whose written decision or direction shall be final and binding subject only to the provisions of GC8. Such written decision or direction includes, but is not limited to, any written decision or direction by Canada under any provision of the General Conditions.
2. The Contractor shall be deemed to have accepted the decision or direction of Canada referred to in paragraph 1) of GC8.3 and to have expressly waived and released Canada from any claim in respect of the particular matter dealt with in that decision or direction unless, within 15 working days after receipt of the decision or direction, the Contractor submits to Canada a written notice of dispute requesting formal negotiation under GC8.4, "Negotiation". Such notice shall refer specifically to GC8.4, "Negotiation", and shall specify the issues in contention and the relevant provisions of the Contract.
3. The giving of a written notice in accordance with paragraph 2) of GC8.3 shall not relieve the Contractor from complying with the decision or direction that is the subject of the dispute. Such compliance, however, shall not be construed as an admission by the Contractor of the correctness of such decision or direction.
4. If a dispute is not resolved promptly, Canada shall give such instructions as, in Canada's opinion, are necessary for the proper performance of the Work and to prevent delays pending a resolution of the matter. Unless Canada terminates the Contract, orders the Contractor to suspend the Work, or takes the Work out of the hands of the Contractor, the Contractor shall continue to perform the Work in accordance with the provisions and requirements of the Contract and the instructions of Canada. Such performance shall not prejudice any claim that the Contractor may have.
5. Nothing in GC8 relieves the Contractor from its obligation to provide any other notice required by the Contract within the time specified in the Contract, including but not limited to, any notice required under GC6.2, "Changes in Subsurface Conditions".

#### **GC8.4 (2008-12-12) Negotiation**

1. Within 10 working days after receipt by Canada of a notice referred to in paragraph 2) of GC8.3, "Notice of Dispute", or within such other period of time as may be mutually agreed to, the parties

shall commence formal negotiations in order to resolve the dispute. Negotiations shall occur initially between representatives of the Contractor and Canada who play a direct supervisory role in the performance, administration or management of the Contract.

2. If the representatives referred to in paragraph 1) of GC8.4 are unable to resolve some or all of the issues which are the subject of the negotiations within 10 working days, the parties shall refer the remaining issues which are in dispute to a second level of negotiation between a principal or principals of the Contractor and a senior level manager or senior level managers representing Canada.
3. If negotiations fail to resolve the dispute within 30 working days from the date of delivery of the notice referred to in paragraph 2) of GC8.3, "Notice of Dispute", or within such longer period as may have been agreed to by the parties, the Contractor may, by giving written notice to Canada, in accordance with GC2.3, "Notices", within 10 working days from the end of such period, request that mediation be undertaken to assist the parties to reach agreement on the outstanding issues.
4. If the Contractor does not request mediation within the period permitted by paragraph 3) of GC8.4, the Contractor shall be deemed to have accepted the decision or direction of Canada under paragraph 1) of GC8.3, "Notice of Dispute", and to have expressly waived and released Canada from any claim in respect of the particular matter dealt with in that decision or direction.

#### **GC8.5 (2008-05-12) Mediation**

1. If the Contractor has requested mediation in accordance with paragraph 3) of GC8.4, "Negotiation", mediation shall be conducted in accordance with GC8.8, "Rules for Mediation of Disputes".
2. If a Project Mediator has not previously been appointed for the purposes of the Contract, a Project Mediator shall be appointed in accordance with GC8.8, "Rules for Mediation of Disputes", forthwith after delivery of a notice in accordance with paragraph 3) of GC8.4, "Negotiation", requesting mediation.
3. If the dispute has not been resolved within
  - a. 10 working days following the appointment of a Project Mediator in accordance with paragraph 2) of GC8.5, if a Project Mediator was not previously appointed;
  - b. 10 working days following receipt by Canada of a written notice in accordance with paragraph 3) of GC8.4, "Negotiation", if a Project Mediator was previously appointed; or
  - c. such other longer period as may have been agreed to by the parties;

the Project Mediator shall terminate the mediation by giving written notice to the parties stating the effective date of termination.

#### **GC8.6 (2015-02-25) Confidentiality**

All information exchanged during alternative dispute resolution procedures, by whatever means, shall be without prejudice and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable

shall not be rendered inadmissible or non-discoverable by virtue of its use during an alternative dispute resolution process.

### **GC8.7 (2015-02-25) Settlement**

Any agreement to settle all or any part of a dispute, by whatever means, shall be in writing and be signed by the parties or their authorized representatives.

### **GC8.8 (2015-02-25) Rules for Mediation of Disputes**

#### **GC8.8.1 Interpretation**

In these Rules

"Coordinator" means the person designated by Canada to act as the Dispute Resolution Coordinator.

#### **GC8.8.2 Application**

By mutual agreement, the parties may change or make additions to the Rules.

#### **GC8.8.3 Communication**

Written communications pursuant to these Rules shall be given in accordance with GC2.3, "Notices".

#### **GC8.8.4 Appointment of Project Mediator**

1. The parties to the Contract may, by mutual consent, at any time after entry into the Contract, appoint a mediator (the "Project Mediator") to conduct mediation proceedings in accordance with these Rules for Mediation of Disputes, in regard to any dispute that may arise with regard to the interpretation, application or administration of the Contract. In this case, they shall jointly enter into a contract with the appointed Project Mediator, which contract shall be in a form drafted by the Coordinator and agreed to by the parties.
2. If the parties do not appoint a Project Mediator pursuant to paragraph 1) of GC8.8.4, the parties shall appoint a Project Mediator within 17 working days following receipt of a written notice from the Contractor, in accordance with GC2.3, "Notices", requesting that mediated negotiations be undertaken in accordance with these Rules to assist the parties to reach agreement on any outstanding issues that may be in dispute. Any contract entered into with the appointed Project Mediator shall meet the requirements as set out for the contract described in paragraph 1) of GC8.8.4.
3. When mediation is requested by the Contractor pursuant to paragraph 3) of GC8.4, "Negotiation", if the parties have previously entered into a contract with a Project Mediator, the parties shall within 2 days send to both the Project Mediator and the Coordinator
  - a. a copy of the notice requesting negotiation under paragraph 2) of GC8.3, "Notice of Dispute";
  - b. a copy of Canada's written position in relation to the notice, the issues in contention and the relevant provisions of the contract; and

- c. a copy of the Contractor's written request for mediation required under paragraph 3) of GC8.4, "Negotiation".
4. If the parties have not agreed on a Project Mediator, the parties shall forthwith provide the Coordinator with the written materials referred to in subparagraphs 3)(a), 3)(b) and 3)(c) of GC8.8.4 together with a request that the Coordinator assist in the appointment of a mutually acceptable Project Mediator in accordance with these Rules.
  5. Within 5 working days following receipt of the request and materials referred to in paragraph 4) of GC8.8.4, the Coordinator shall provide the parties with a list of qualified private sector mediators obtained from an independent and impartial entity, together with instructions to each party to individually and confidentially select and rank their preferred and fully acceptable choices of mediator in descending order. Each mediator listed shall be impartial and independent of the parties, and shall be an experienced and skilled commercial mediator, preferably with knowledge of the subject matter of the dispute.
  6. Within 10 working days of receipt of the list referred to in paragraph 5) of GC8.8.4 each party shall comply with the instructions accompanying the list(s) and shall deliver the completed listing to the Coordinator.
  7. Within 2 working days following receipt of the completed listings, the Coordinator shall select the highest common ranked mediator to act as Project Mediator for the purposes of the contract.
  8. In the event of a tie, the Coordinator shall consult both parties to re-evaluate their rankings in order to assist the Coordinator in selecting a Project Mediator acceptable to both parties. If the parties cannot agree upon a Project Mediator, the Coordinator shall forthwith provide the parties with a second list of mediators and the procedure shall be repeated.
  9. If the parties have not previously entered into a contract with a mutually acceptable Project Mediator, the Coordinator shall use reasonable efforts to negotiate a contract with a mutually acceptable Project Mediator on behalf of the parties, which contract shall incorporate or otherwise comply with the provisions of these Rules. If negotiations are unsuccessful, or if for other reason the individual is unwilling or unable to enter into a contract to act as Project Mediator, the Coordinator shall repeat the process with the second-highest common ranked mediator.
  10. The parties agree that, upon successful completion of the negotiations referred to in paragraph 9) of GC8.8.4, they shall jointly enter into a contract with the selected Project Mediator, which contract shall be in a form drafted by the Coordinator and agreed to by the parties.
  11. Upon execution of the contract with the Project Mediator referred to in paragraph 10) of GC8.8.4 the Coordinator shall provide the Project Mediator with copies of the documents referred to in paragraph 3) of GC8.8.4.

#### **GC8.8.5 Confidentiality**

1. Subject to paragraph 2) of GC8.8.5, and unless otherwise agreed in writing by the parties, the Project Mediator, the parties and their counsel or representatives shall keep confidential all matters and documents disclosed during mediation proceedings except where the disclosure is necessary for any implementation of any agreement reached or is required by law.



2. Evidence that is independently admissible or discoverable in any arbitral or judicial proceeding shall not be rendered inadmissible or non-discoverable by virtue of its use in mediation proceedings.
3. Neither party shall make transcripts, minutes or other records of a mediation conference.
4. The personal notes and written opinions of the Project Mediator made in relation to mediation are in the Project Mediator's sole possession and control, are confidential, and may not be used in any subsequent proceeding between the parties or where they are opposed in interest without the express written permission of the parties.
5. All information exchanged during mediation procedures, by whatever means, shall be without prejudice and shall be treated as confidential by the parties and their representatives, unless otherwise required by law.

#### **GC8.8.6 Time and Place of Mediation**

The Project Mediator, in consultation with the parties shall set the date, time and place of any mediation conference as soon as possible, bearing in mind that, subject to agreement to the contrary between the parties, only 10 working days are available within which to attempt to settle the dispute.

#### **GC8.8.7 Representation**

1. Representatives of the parties may be accompanied at the mediation conference by legal counsel or any other person.
2. If the Project Mediator is a lawyer, the Project Mediator shall not provide legal advice to a party during the course of the mediation conference, but may recommend that a party obtain independent legal advice before finalizing a settlement agreement.

#### **GC8.8.8 Procedure**

1. The parties agree to an exchange of all facts, information and documents upon which they intend to rely in any oral or written presentation during the mediation. This exchange shall be completed no later than 2 working days prior to the date set for a mediation conference.
2. The Project Mediator shall be free to meet with the parties individually during a mediation conference if the Project Mediator is of the opinion that this may improve the chances of a mediated settlement, and either party may request such an individual meeting at any time.
3. The parties may agree to extend the 10 working days available for settlement of the dispute through mediation, and the Project Mediator shall record that agreement in writing.

#### **GC8.8.9 Settlement Agreement**

1. The parties shall record in writing any settlement agreement reached, with sufficient detail to ensure a clear understanding of
  - a. the issues resolved;

- b. any obligations assumed by each party including criteria to determine if and when these obligations have been met; and
  - c. the consequences of failure to comply with the agreement reached.
- 2. The parties agree to carry out the terms of a settlement agreement as soon as possible and, in any event, within any time periods specified in the agreement.

#### **GC8.8.10 Termination of Mediation**

- 1. Either party may withdraw from mediation at any time without reason and, in that event, the Project Mediator shall give each party a written notice terminating the mediation and establishing the effective date of termination.
- 2. If, in the opinion of the Project Mediator, either party fails to mediate in good faith or fails to comply with the terms of these Rules, or if the Project Mediator, at any time during mediation, is of the opinion that further negotiations will fail to resolve the issues outstanding, the Project Mediator may terminate the negotiations by providing the parties with a written notice of termination, stating therein the Project Mediator's reasons for the termination, and the effective date of termination.
- 3. If a dispute has not been resolved within 10 working days or such other longer period as may have been agreed to by the parties, the Project Mediator shall terminate the mediation by giving written notice to the parties stating the effective date of termination.

#### **GC8.8.11 Costs**

The parties agree that they will each be responsible for the costs of their own representatives and advisors and associated travel and living expenses. Fees and expenses of the Project Mediator and all administrative costs of mediation, such as the cost of the meeting room(s), if any, shall be borne equally by the parties.

#### **GC8.8.12 Subsequent Proceedings**

- 1. The parties shall not rely on or introduce as evidence in any arbitral or judicial proceeding, whether or not such proceeding relates to the subject matter of mediation,
  - a. any documents of other parties that are not otherwise producible in those proceedings;
  - b. any views expressed or suggestions made by any party in respect of a possible settlement of issues;
  - c. any admission made by any party in the course of mediation unless otherwise stipulated by the admitting party; and
  - d. the fact that any party has indicated a willingness to make or accept a proposal or recommendation for settlement.
- 2. The Project Mediator shall neither represent nor testify on behalf of either of the parties in any subsequent investigation, action or proceeding relating to the issues in mediation proceedings.

3. The Project Mediator shall not be subpoenaed to give evidence relating to

- a. the Project Mediator's role in mediation; or
- b. the matters or issues in mediation;

in any subsequent investigation, action or proceeding and the parties agree to vigorously oppose any effort to have the Mediator so subpoenaed.

## **General Condition (GC) 9 - Contract Security (2014-06-26)**

### **GC9.1 (2009-05-29) Obligation to Provide Contract Security**

1. The Contractor shall, at the Contractor's expense and within 14 days after the date that the Contractor receives notice that the Contractor's bid was accepted by Canada, obtain and deliver Contract Security to Canada in one of the forms prescribed in GC9.2, "Types and Amounts of Contract Security".
2. If the whole or a part of the Contract Security provided is in the form of a security deposit, it shall be held and disposed of in accordance with GC5.13, "Return of Security Deposit", and GC7.4, "Security Deposit - Forfeiture or Return".
3. If a part of the Contract Security provided is in the form of a labour and material payment bond, the Contractor shall post a copy of that bond at the site of the Work.
4. It is a condition precedent to the release of the first progress payment that the Contractor has provided the Contract Security as specified herein.

### **GC9.2 (2014-06-26) Types and Amounts of Contract Security**

1. The Contractor shall deliver to Canada either (a) or (b).
  - a. A performance bond and a labour and material payment bond each in an amount that is equal to not less than 50 percent of the Contract Amount (excluding applicable tax(es)).
  - b. A security deposit or an irrevocable standby letter of credit in an amount that is equal to not less than 20 percent of the Contract Amount (excluding applicable tax(es)).
2. A performance bond (form [PWGSC-TPSGC 505](#)) and a labour and material payment bond (form [PWGSC-TPSGC 506](#)) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, [Acceptable Bonding Companies](#)) that is approved by Canada.
3. A security deposit referred to in subparagraph 1)(b) of GC9.2 shall be in the form of
  - a. a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or

- b. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
- 4. For the purposes of subparagraph 3)(a) of GC9.2
  - a. a bill of exchange is an unconditional order in writing signed by the Contractor and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
  - b. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4)(c) of GC9.2, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
  - c. An approved financial institution is
    - i. a corporation or institution that is a member of the Canadian Payments Association as defined in the [Canadian Payments Act](#);
    - ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
    - iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
    - iv. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the [Income Tax Act](#); or
    - v. Canada Post Corporation.
- 5. Bonds referred to in subparagraph 3)(b) of GC9.2 shall be provided on the basis of their market value current at the date of the Contract, and shall be
  - a. made payable to bearer; or
  - b. accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
  - c. registered as to principal, or as to principal and interest, in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
- 6. An irrevocable standby letter of credit referred to in subparagraph 1)(b) of GC9.2 shall

- a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
  - i. is to make a payment to, or to the order of, Canada as the beneficiary;
  - ii. is to accept and pay bills of exchange drawn by Canada;
  - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
  - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
- b. state the face amount that may be drawn against it;
- c. state its expiry date;
- d. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by Canada;
- e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
- f. provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- g. be issued or confirmed, in either official language in a format left to the discretion of the issuer or confirmer, by an approved financial institution on its letterhead.

## **General Condition (GC) 10 – Insurance (2008-05-12)**

### **GC10.1 (2008-05-12) Insurance Contracts**

1. The contractor shall, at the contractor's expense, obtain and maintain insurance contracts in respect of the work and shall provide evidence thereof to Canada in accordance with the requirements of the "Insurance Terms".
2. The insurance contracts referred to in paragraph 1) of GC10.1 shall
  - a. be in a form, of the nature, in the amounts, for the periods and containing the terms and conditions specified in "Insurance Terms"; and
  - b. provide for the payment of claims under such insurance contracts in accordance with GC10.2, "Insurance Proceeds".

## **GC10.2 (2008-05-12) Insurance Proceeds**

1. In the case of a claim payable under a Builders Risk/Installation (All Risks) insurance contract maintained by the contractor pursuant to GC10.1, "Insurance Contracts", the proceeds of the claim shall be paid directly to Canada, and
  - a. the monies so paid shall be held by Canada for the purposes of the contract, or
  - b. if Canada elects, shall be retained by Canada, in which event they vest in Canada absolutely.
2. In the case of a claim payable under a General Liability insurance contract maintained by the contractor pursuant to GC10.1, "Insurance Contracts", the proceeds of the claim shall be paid by the insurer directly to the claimant.
3. If an election is made pursuant to paragraph 1) of GC10.2, Canada may cause an audit to be made of the accounts of the contractor and of Canada in respect of the part of the work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between
  - a. the aggregate of the amount of the loss or damage suffered or sustained by Canada, including any costs incurred in respect of the clearing and cleaning of the work and its site and any other amount that is payable by the contractor to Canada under the contract, minus any monies retained pursuant to subparagraph 1)(b) of GC10.2; and
  - b. the aggregate of the amounts payable by Canada to the contractor pursuant to the contract up to the date of the loss or damage.
4. A difference that is established pursuant to paragraph 3 of GC10.2 shall be paid forthwith by the party who is determined by the audit to be the debtor to the party who is determined by the audit to be the creditor.
5. When payment of a deficiency has been made pursuant to paragraph 4) of GC10.2, all rights and obligations of Canada and the contractor under the contract shall, with respect only to the part of the work that was the subject of the audit referred to in paragraph 3 of GC10.2, be deemed to have been expended and discharged.
6. If an election is not made pursuant to subparagraph 1)(b) of GC10.2, the contractor shall, subject to paragraph 7) of GC10.2, clear and clean the work and its site and restore and replace the part of the work that was lost, damaged or destroyed at the contractor's expense as if that part of the work had not yet been performed.
7. When the contractor clears and cleans the work and its site and restores and replaces the work referred to in paragraph 6) of GC10.2, Canada shall pay the contractor out of the monies referred to in paragraph 1) of GC10.2 so far as they will thereunto extend.
8. Subject to paragraph 7) of GC10.2, payment by Canada pursuant to paragraph 7) of GC10.2 shall be made in accordance with the contract but the amount of each payment shall be 100 percent of the amount claimed notwithstanding subparagraphs 3)(a) and 3)(b) of GC5.4, "Progress Payment".

## **Allowable Costs for Contract Changes Under General Condition (GC) 6.4.1 (2015-02-25)**

## **01 (2007-05-25) General**

1. The Contractor shall submit a cost estimate breakdown for each contemplated change, in accordance with paragraph 4) of GC6.4.1, "Price Determination Prior to Undertaking Changes". The breakdown shall itemize all labour, material, plant and equipment costs estimated by the Contractor and subcontractors, and the amount of each allowance.
2. 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.
3. The labour hours required for the contemplated change shall be based on the estimated number of hours to perform the work.
4. 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.
5. 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.
6. Allowances referred to in section 04 below are not to be included in the hourly labour rates.
7. Credit for work deleted will only be for the work directly associated with the change.
8. 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.
9. Allowances referred to in Section 04 below shall not be applied to any credit amounts for deleted work.
10. In those cases where the change involves additions and deletions to the work, the allowances referred to in section 04 below shall apply only when the cost of the additions minus the cost of the deletions would result in an increase in the Contract Amount. The percentage allowance shall only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions.
11. If the contemplated change in the work necessitates a change in the contract completion date, or has an impact on the work, the Contractor shall identify and include the resulting cost in the breakdown.

## **02 (2015-02-25) Hourly Labour Rates**

The hourly labour rates listed in the Contractor's breakdown shall be determined in accordance with the collective agreements that are applicable at the site of the work and shall include

- a. the base rate of pay;
- b. vacation pay;

c. benefits which includes

- i. welfare contributions;
- ii. pension contributions;
- iii. union dues;
- iv. training and industry funds contributions; and
- v. other applicable benefits, if any, that can be substantiated by the Contractor.

d. statutory and legislated requirements, assessed and payable under statutory authority, which includes

- i. Employment Insurance contributions;
- ii. Canada Pension Plan or Quebec Pension Plan contributions;
- iii. Worker's Compensation Board or "Commission de la santé et de la sécurité du travail" premiums;
- iv. Public Liability and Property Damage insurance premiums; and
- v. health tax premiums.

**03 (2015-02-25) Material, Plant and Equipment Costs**

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.

**04 (2015-02-25) Allowance to the Contractor or Subcontractor**

The allowances determined in accordance with paragraph 1) of GC6.4.1, "Price Determination Prior to Undertaking Changes", shall be considered as full compensation for:

- a. supervision, co-ordination, 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.



## APPENDIX 2: SUPPLEMENTARY CONDITIONS

### SC01 INSURANCE TERMS

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

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

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

### SC02 PERFORMANCE EVALUATION-CONTRACT

R2810D General Condition is modified to include the following GC1.22.

1. Contractors shall take note that the performance of the Contractor during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria:
  1. quality of workmanship
  2. time
  3. project management
  4. contract management
  5. health and safety
2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:
  1. unacceptable: 0 to 5 points
  2. not satisfactory: 6 to 10 points

3. satisfactory: 11 to 16 points
  4. superior: 17 to 20 points
3. The consequences resulting from the performance evaluation are as follows:
1. For an overall rating of 85% or higher, a congratulation letter is sent to the Contractor.
  2. For an overall rating of between 51% and 84%, a standard, meets expectations letter, is sent to the Contractor.
  3. For an overall rating of between 30% and 50%, a warning letter is sent to the Contractor indicating that if, within the next two (2) years, they receive 50% or less on another evaluation, the firm may be suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
  4. For an overall rating of less than 30%, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
  5. For a rating of 5 points or less on any one criterion, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.

The form [PWGSC-TPSGC 2913](#), Select - Contractor Performance Evaluation Report (CPERF), is used to record the performance.

### **SC03 INTERPRETATION**

R2810D General Condition GC1.1.2 Terminology is modified to include the following,

“Architectural and Engineering Services ”:

means services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration services, for real property projects.

“Construction Services ”:

means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above.

“Facility Maintenance Services ”:

means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and/or degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works.

#### **SC04 ASSIGNMENT**

R2810D GC1.16 is modified to include the following:

Upon Canada giving advance notice to the Contactor, Canada, in Canada's sole and absolute discretion, may assign the Contract, either in whole or in part. For clarity, Canada does not require the written consent of Contractor to so assign the Contract.

#### **SC05 AMOUNT PAYABLE**

R2850D GC5.2 is modified to include the following:

##### **5. Economic Price Adjustment – Unit Price Rate**

*Unit Prices* for the base year will be included in the proposal as the base adjustment year (from June 1 2018 to May 31, 2019 for more clarity). For year two (starting June 1, 2019) and subsequent years on the annual anniversary date of the contract (June 1) the unit price rates contained in Basis of Payment Table shall be adjusted as follows, unless specifically indicated otherwise indicated in the Basis of Payment Table:

a. As of June 1 of 2019, and as indicated in the Unit Price table, the unit rate(s) are subject to annual economic price adjustments to account for actual fluctuations in the economy during the Term of the Contract.

b The economic price indicator used to account for the actual fluctuations in the economy shall be defined as the "The Consumer Price Index" ("CPI") for Canada. The CPI used will be Statistics Canada, CANSIM, table 326-0020 and Catalogue nos. 62-001-X All Items not seasonally adjusted. The adjusted rate(s) applicable for the twelve (12)-month period from June 1 through to the following May 31 shall be calculated using the percentage change in the twelve month average for the 12 month period ended March compared to the same period of the previous 12 month period as reported in the March version of the tables noted above and using the formula below. These rate(s) shall remain fixed for the year, except for adjustments provided for within this Article.

P= unit price in base year

N= current year

Index (n) = Percentage change in the CPI noted above between the twelve month average of the current year ended March 31 and the previous twelve month average for period ending March 31 of the previous year.

P(n) = Firm rate for current period ending May 31;

P(n+1) = Firm rate for the coming 12 month period beginning June 1;

Formula:

$P(n+1) = P(n) + (P(n) * \text{Index (n)})$

An example of how the percentage change in CPI will be calculated is shown below:

Assuming the current year price or P(n)= \$100

Index (n)= 12 month average CPI for 12 month period ending March 31, 2016:

Apr-15	126.2
May-15	126.9
Jun-15	127.2
Jul-15	127.3

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Aug-15	127.3
Sep-15	127.1
Oct-15	127.2
Nov-15	127.1
Dec-15	126.5
Jan-16	126.8
Feb-16	127.1
Mar-16	127.9
Total	1524.6
2016 Average (total/12)	127.05

12 month average CPI Index for 12 month period ending March 31, 2017

Apr-16	128.3
May-16	128.8
Jun-16	129.1
Jul-16	128.9
Aug-16	128.7
Sep-16	128.8
Oct-16	129.1
Nov-16	128.6
Dec-16	128.4
Jan-17	129.5
Feb-17	129.7
Mar-17	129.9
Total	1547.8
2017 Average Total/12	128.9833
N=Percentage Change 2016 to 2017	1.52%

$$P(n+1) = P(n) + (P(n) * (\text{Index}(n)))$$

$$=\$100+(100*1.52\%)$$

= $\$100 + 1.52$

= $\$101.52$

The price for the coming year would be \$101.52

c. All calculations shall be performed to the limits of the computer (i.e., no limit on the number of significant decimals). The resulting rate(s) applicable for the coming 12-month period shall be rounded to the nearest dollar.

d. In the event the change in the index is negative, the rates will remain the same.

e. Economic price adjustments for the upcoming years under this provision will be limited of a maximum increase of 3% of the previous year's rates.

f. The Contractor and Canada are entitled to adjustments for any retroactive change to the published values of any index used to determine rate(s) beyond the first year of the Contract. Notification of, and retroactive adjustments are to be made in a timely manner. Only changes to already established firm rate(s) resulting from retroactive changes to any index value occurring within a period of twelve (12) months from its 'first published date' are allowable. Either the Contractor or Canada may give notice to the other of the revised index and the resulting revised rate(s). Within ninety (90) days of the giving of such notice:

1. the parties shall adjust all relevant payments impacted by the change in the index; subject to the above terms
2. if the actual amounts paid by the Canada are less than the amounts to be charged pursuant to the revised index, Canada shall pay such amount to the Contractor; and
3. if the actual amounts paid by the Canada are greater than the amounts to be charged pursuant to the revised index, the Contractor shall pay such amount to the Canada or, in Canada's sole and absolute discretion, Canada may deduct such amount from the next payment(s).

g. If the Consumer Price Index" ("CPI") for Canada as per Statistics Canada, CANSIM, table 326-0020 and Catalogue nos. 62-001-X for the basis for reporting this index is changed from that in existence on the award date of the Contract, the Minister shall immediately thereafter establish replacement indices, or formulate adjustments, consistent with the intent of those set forth in this Article.

h. PWGSC will calculate the Unit Price rate changes, if any, as above and provide an updated Unit Price table to the Contractor one month before the new rates come into effect on the anniversary date of the Contract.

#### **SC06 PROGRESS PAYMENT**

R2850D GC5.4.3 is modified to include the following clause:

- c. Canada will review the amount of holdback retained annually and in its sole discretion may release some or all of the holdback, provided the Contractor has met the conditions of Section 5 of the Quality Plan. Holdbacks will continue to accumulate after each release until the following anniversary review.

#### **SC07 INCREASE IN CONTRACT SECURITY**

1. The Contractor shall, within 14 days after the date that Canada issues a contract amendment, obtain and deliver to Canada revised Contract Security to include the increase in contract costs of the optional extension. The revised contract security shall be provided in accordance with GC9 – Contract Security.
2. It is a condition precedent to the release of the first progress payment for the additional Work that the Contractor has provided the increased Contract Security as specified herein.



## APPENDIX 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 B.*

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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## **APPENDIX 5 - DEPARTMENTAL REPRESENTATIVE'S AUTHORITY**

### **TO BE PROVIDED AT CONTRACT AWARD.**

Contracting Authority is :

Name : Ronny Ly

Title : Supply Specialist

Department: Public Works and Government Services Canada

Division: Real Property Contracting

Telephone : (604) 318-5750

e-mail : ronny.ly@pwgsc.gc.ca

Technical Authority is :

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

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

Department : \_\_\_\_\_

Division : \_\_\_\_\_

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

e-mail : \_\_\_\_\_

Solicitation No. - N° de l'invitation  
EZ011-172342/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pwy020

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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## **ANNEX A – CERTIFICATE OF INSURANCE**

**CERTIFICATE OF INSURANCE****Page 1 of 2**Travaux publics et  
Services gouvernementaux  
CanadaPublic Works and  
Government Services  
Canada

Description and Location of Work Alaska Highway Maintenance Contract	Contract No. EZ011-172342/001/PWY
	Project No.

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

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
<b>Commercial General Liability</b>  <b>Umbrella/Excess Liability</b>				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
				\$	\$	\$
<b>Pollution Liability</b>				\$	Aggregate	
				<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		\$
				\$		
				\$		Aggregate
				<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		\$
				\$		

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

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

Telephone number

Signature

Date D / M / Y

**General**

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

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

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

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

**Commercial General Liability**

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

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

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

The policy must have the following minimum limits:

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

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

**Contractors Pollution Liability**

The policy must have a limit usual for a contract of this nature, but not less than **\$1,000,000** per incident or occurrence and in the aggregate.

**ANNEX B - 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

(Add rows as needed)

## ANNEX C – LISTING OF SUBCONTRACTORS

- 1) In accordance with GI32, the Proponent should provide a list of Subcontractors with his Bid.
- 2) The Proponent should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Bid Price.

	Subcontractor	Division	Estimated value of work
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			