

Solicitation No. - N° de l'invitation
EQ754-181281/A
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
01
File No. - N° du dossier

Buyer ID - Id de l'acheteur
PWL003
Project No.- No. du projet
R.090864.001

REQUEST FOR PROPOSAL (RFP) Revised
CONSTRUCTION MANAGEMENT SERVICES
CSC NATIONAL TRAINING ACADEMY
443 UNION STREET WEST, KINGSTON, ONTARIO

IMPORTANT NOTICE TO BIDDERS

PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

Prompt Payment Principles

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- Promptness: The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- Transparency: The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- Shared responsibility: Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgation-disclosure/psdic-ppci-eng.html>

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>

ADDITION OF TERMINOLOGY

Take note of the additional paragraph included in clause R2810D identified in [SC03](#)

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GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI)

GI01 Integrity Provisions - Bid
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GI01 INTEGRITY PROVISIONS - BID (2016-04-04)

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html). <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>
2. Under the Policy, charges and convictions of certain offences against a Bidder, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Bidder is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.htm). <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.htm>
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html); <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;

- e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.htm>
6. Canada will declare non-compliant any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

GI02 COMPLETION OF BID (2014-03-01)

1. The bid shall be
 - a. submitted on the Bid and Acceptance Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Bid and Acceptance Form that must be identical in content and format to the Bid and Acceptance Form provided through GETS;
 - b. based on the Bid Documents listed in the Special Instructions to Bidders;
 - c. correctly completed in all respects;
 - d. signed by a duly authorized representative of the Bidder; and
 - e. accompanied by
 - i. bid security as specified in GI05; and
 - ii. any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the bid.
2. Subject to paragraph 6) of GI06, any alteration to the pre-printed or pre-typed sections of the Bid and Acceptance Form, or any condition or qualification placed upon the bid may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Bid and Acceptance Form by the Bidder shall be initialed by the person or persons signing the bid. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
3. Unless otherwise noted elsewhere in the Bid Documents, facsimile copies of bids are not acceptable.
4. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

GI03 IDENTITY OR LEGAL CAPACITY OF THE BIDDER (2015-02-25)

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

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

GI04 APPLICABLE TAXES (2015-02-25)

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.

GI05 BID SECURITY REQUIREMENTS (2014-06-26)

1. The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount. Applicable Taxes shall not be included when calculating the amount of any bid security that may be required. The maximum amount of bid security required with any bid is \$2,000,000.
2. A bid bond (form *PWGSC-TPSGC 504* <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/504-eng.html>) shall be in an approved form, properly completed, with original signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.
3. A security deposit shall be an original, properly completed, signed where required and be either
 - a. 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.
 - a. a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;

- b. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4. c, either by letter or by a stamped certification on the bill of exchange, bank draft or money; an
- 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*; <http://laws.justice.gc.ca/eng/acts/C-21/>
 - 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*; <http://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html> or
 - v. Canada Post Corporation.
5. Bonds referred to in subparagraph 3. b. 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. shall
 - a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
 - i. is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
 - ii. is to accept and pay bills of exchange drawn by the Receiver General for Canada;
 - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
 - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;

- b. state the face amount which may be drawn against it;
 - c. state its expiry date
 - d. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
 - e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
 - f. provide that it is subject to the International Chamber of Commerce (ICC) *Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision*, ICC Publication No. 600, Pursuant to the ICCUCP, a credit is irrevocable even if there is no indication to that effect; and
 - g. be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
8. Bid security shall lapse or be returned as soon as practical following
- a. the solicitation closing date, for those Bidders submitting non-compliant bids; and
 - b. the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and
 - c. the award of contract, for those Bidders submitting the second and third ranked bids; and
 - d. the receipt of contract security, for the successful Bidder; or
 - e. the cancellation of the solicitation, for all Bidders.
9. Notwithstanding the provisions of paragraph 8. and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

GI06 REJECTION OF BID (2014-09-25)

1. Canada may accept any bid, whether it is the lowest or not, or may reject any or all bids.
2. Without limiting the generality of paragraph 1., Canada may reject a bid if any of the following circumstances is present:
 - a. the Bidder's bidding privileges are suspended or are in the process of being suspended;
 - b. the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;

- c. the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a 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 Bidder, any of its employees or any subcontractor included as part of its bid; or
 - ii. Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
3. In assessing the Bidder's performance on other contracts pursuant to subparagraph 2. f. ii., 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., Canada may reject any bid based on an unfavourable assessment of the
 - a. adequacy of the bid price to permit the work to be carried out and, in the case of a bid providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - b. Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - c. Bidder's performance on other contracts.
5. Where Canada intends to reject a bid pursuant to a provision of paragraphs 1. , 2. , 3. or 4., other than subparagraph 2. a., the contracting Authority will inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
6. Canada may waive informalities and minor irregularities in bids received if Canada determines that the variation of the bid from the exact requirements set out in the Bid Documents can be corrected or waived without being prejudicial to other Bidders.

GI07 BID COSTS (2015-02-25)

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

GI08 PROCUREMENT BUSINESS NUMBER (2015-02-25)

1. Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information system on Web site: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier> . For non-Internet registration, Bidders may contact the nearest Supplier Registration Agent.

GI09 COMPLIANCE WITH APPLICABLE LAWS (2013-04-25)

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

GI10 PERFORMANCE EVALUATION (2010-01-11)

1. Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.
2. The form *PWGSC-TPSGC 2913*, <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/2913-eng.html> SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

GI11 CONFLICT OF INTEREST—UNFAIR ADVANTAGE (2011-05-16)

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
 - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

GI12 CODE OF CONDUCT FOR PROCUREMENT—BID (2016-04-04)

1. The *Code of Conduct for Procurement* <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html> provides that Bidders 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 bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder 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 bid non-responsive.

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- SI10 Debriefing

SI11	Joint Venture
SI12	Definition of Bidder
SI13	Rights of Canada
SI14	Web Sites

SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) intends to retain a Contractor to provide Construction Management Services for the project as set out in this Request for Proposal (RFP).
2. Bidders responding to this RFP are requested to submit a full and complete submission, refer to SI05. The submission may cover not only the qualifications, experience and organization of the Bidder, but also the detailed approach to the work and the pricing and terms offered. **(A combination of the technical and financial services submission will constitute the Bid.)**

SI02 BID DOCUMENTS

1. The following are the bid documents:
 - a) Request for Proposal (RFP) ;
 - b) General Instructions - Construction Services - Bid Security Requirements (GI);
 - c) Special Instructions to Bidders (SI)
 - d) Contract Documents (CD);
 - e) Supplementary Conditions (SC);
 - f) Submission Requirements and Evaluation (SRE);
 - g) Bid and Acceptance Form (BA);
 - h) Terms of Reference;
 - i) Basis of Payment;
 - j) All related Annexes and Appendices and any amendment issued prior to solicitation closing.
2. Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this RFP must be submitted in writing to the Contracting Authority identified in the Solicitation Documents at e-mail address Sheila.dhanna@tpsgc-pwgsc.gc.ca as early as possible within the solicitation period. Enquiries should be received no later than five (5) working days prior to the date set for closing of the solicitation to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will examine the content of the enquiry and will decide whether or not to issue an amendment.
3. All enquiries and other communications related to this RFP sent throughout the solicitation period are to be directed ONLY to the Contracting Authority identified in the Solicitation Documents. Failure to comply with this requirement may result in the bid being declared non-compliant.

SI04 OPTIONAL SITE VISIT

There will be a site visit on October 11, 2017 at 10:00 AM. Interested bidders are to meet at Ontario Staff College at the Reception Desk, 443 Union Street West, Kingston, Ontario K7L 4V8. The group will access Staff College, Westlake Hall, and the houses. Afterwards, the group will proceed to the Firing Ranges, at about

1:00PM to Joyceville Institution, Principle Entrance Building, Highway 15, Kingston, Ontario K7L 4X9 and then at about 2:30PM to Bath Institution, Principle Entrance Building, 5775 Bath Rd., Bath, Ontario, K0H 1G0

Safety Attire - It is mandatory that all persons attending the site visit have the proper personal protection equipment (safety glasses, footwear, vests and hard hats etc.). Contractor`s personnel/individuals who do not have the proper safety attire may be denied access to the site.

Security pre-screening: All the individuals attending the site visit must hold a security clearance of (Reliability). The names of each individual attending the site visit, their date of birth, along with the name of the firm they represent, must be provided to the Contracting Authority, Sheila Dhanna at 416-512-5855, or sheila.dhanna@pwgsc-tpsgc.gc.ca by COB, October 6, 2017, in order to gain access to the site.

Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

SI05 SUBMISSION OF BID

1. The bid should be submitted following a "two-envelope" procedure of which is to include a technical and financial bid. Both envelopes should be enclosed and sealed together in a third envelope, the "Bid Envelope". All envelopes are to be provided by the Bidder.
2. The Bid Envelope should be addressed and submitted to the office designated on the Front Page of the Request for Proposal. The bid must be received on or before the date and time set for solicitation closing. The Bidder should ensure that the following information is clearly printed or typed on the face of the envelope:
 - a. Solicitation Number;
 - b. Name of Bidder;
 - c. Bidder's return address; and
 - d. Closing Date and Time.
3. The Technical Bid, and any associated document(s), should be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. Envelope 1 - Technical Bid; Bid Security
 - b. Solicitation Number;
 - c. Name of Bidder.

(Include Bid Security in Envelope 1)
4. The Bid and Acceptance Form (BA), and associated document(s), the Financial Bid, should be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. Envelope 2 - Financial Bid;
 - b. Solicitation Number; and
 - c. Name of Bidder.
5. Timely and correct delivery of bids is the sole responsibility of the Bidder.
6. Unless otherwise specified in the Special Instructions to Bidders.
 - a. the bid will be in Canadian currency;

- b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-compliant.

SI06 REVISION OF BID (2011-05-16)

A bid submitted may be amended by letter or facsimile provided the revision is received at the office designated for the receipt of the bids, on or before the date and time set for the receipt of bids. The facsimile number for receipt of revisions is 416 512-5862. The revision must be on the Bidder's letterhead or bear a signature that identifies the Bidder, and must clearly identify the change(s) to be applied to the original bid. The revision must also include the information identified in SI05 - Submission of Bid.

SI07 OVERVIEW OF OPENING OF BIDS / BID SELECTION AND EVALUATION PROCEDURES

The following is an overview of the opening of the bids and the selection and evaluation procedures.

1. There will be no Public opening.
2. Bid Opening, Selection and Evaluation Procedure;
 - a. Envelope 1 "Technical Bid" will be opened first and will be reviewed and/or evaluated against the mandatory requirements set out elsewhere in the RFP. Technical Bids meeting all the minimum requirements are further considered. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant. Non-compliant bids will be given no further consideration and the Financial Bid envelope will be returned to the bidder unopened.
 - b. Envelope 2 - "Financial Bid" will be opened after the Technical Bid has been deemed compliant. The Financial Bid will be evaluated against the mandatory requirements set out elsewhere in the RFP, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. The compliant bid carrying the *((lowest price/highest total score))* as set out elsewhere in the RFP will be recommended for contract award.
3. PWGSC normally expects to advise in writing unsuccessful Bidders within one week after PWGSC has entered into a contractual arrangement with the successful Bidder.
4. Bid results may be obtained from the Contracting Authority named on the cover page of the RFP following completion of the bid evaluation.

SI08 INSUFFICIENT FUNDING

1. In the event that the most favourable compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may
 - a. cancel the solicitation; or
 - b. obtain additional funding and award the Contract to the Bidder submitting the most favourable compliant bid.

SI09 BID VALIDITY PERIOD

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.

2. If the extension referred to in paragraph 1 is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1 is not accepted in writing by all those who submitted bids then Canada will, at its sole discretion, either
 - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the solicitation.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI06 Rejection of Bid.

SI10 DEBRIEFINGS

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

SI11 JOINT VENTURE (2011-05-16)

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint Working enterprise, sometimes referred as a consortium, in order to submit together a bid. Bidders who submit a bid, as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid must be signed by all the members of the joint venture unless one member has been appointed to act on zbehalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract.
4. All of the members of the joint venture are jointly and severally responsible for the obligations entered into by the Bidder in accordance with the Contract Documents.

SI12 DEFINITION OF BIDDER

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

SI13 RIGHTS OF CANADA

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

SI14 WEB SITES

1. The following is a list to some of the Web sites in the solicitation documents:
 - 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
 - Labour and Material Payment Bond (form PWGWSC-TPSGC 506): <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>
 - Standard Acquisition Clauses and Conditions (SACC) Manual: <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>
 - Trade agreements: <https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

CONTRACT DOCUMENTS (CD)

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

GC1 General Provisions - Construction Services	R2810D (2017-08-17);
GC2 Administration of the Contract - Construction Services	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 - 100K - 5M - Construction Services	R2880D (2016-01-28);
GC9 Contract Security	R2890D (2014-06-26);
GC10 Insurance	R2900D (2008-05-12);
 - g. Supplementary Conditions (SC)
 - h. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - i. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and acceptance of the bid; and
 - j. Any amendment or variation of the contract documents that is made in accordance with the General Conditions; and
 - k. The Contractor's bid. (Technical Bid and Financial Bid)
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

SUPPLEMENTARY CONDITIONS (SC)

- SC01 Insurance Terms
 - SC02 Changes to Contract Documents
 - SC03 Determination of Construction Cost
 - SC04 Determination of Price for Subcontract Changes
 - SC05 Replacement of Specific Individuals
-

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 and the Basis of Payment. 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 CHANGES TO CONTRACT DOCUMENTS

1. R2810D (2016-04-04) General Condition (GC) 1 - General Provisions - Construction Services is amended as follows:
 - a. Subsection GC1.1.2 Terminology is amended as follows:
 - i. Delete the term "Contractor" from GC1.1.2 in its entirety and replace with the following: "Contractor" and "Construction Manager"

means the person contracting with Canada to provide or furnish all labour, Material and Plant and Construction Management Services for the execution of the Work under the Contract, and includes the Contractor's superintendent as designated in writing to Canada.

ii. Add the following new terms to GC 1.2.2 :

"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.

b. Subsection GC1.2.2 Order of precedence is amended as follows:

i. Delete sub-paragraph 1. f. drawings and specifications in its entirety and replace with the following:

f. Terms of Reference & Basis of Payment.

ii. Delete sub-paragraph 2. in its entirety.

c. Section GC1.6 Indemnification by the Contractor is amended as follows: Delete Section GC1.6 Indemnification by the Contractor in its entirety and replace with the following:
GC1.6 Indemnification by the Contractor

1. *The Contractor will indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.*
2. *The Contractor's obligation to indemnify Canada for losses related to first party liability will be limited to:*
 - a. *In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract.*
 - b. *In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event will the sum be greater than \$20,000,000.*
3. *The limitation of this obligation will be exclusive of interest and all legal costs and will not apply to any infringement of intellectual property rights or any breach of warranty obligations.*

4. *The Contractor's obligation to indemnify Canada for losses related to third party liability will have no limitation and will include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor will defend Canada against any third party claims.*
5. *The Contractor will pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, will 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.*
6. *Notice in writing of a claim will be given within a reasonable time after the facts, upon which such claim is based, became known.*

d. General Condition (GC) 1 - General Provisions - Construction Services is amended as follows:

Add the following section in its entirety to (GC) 1:

GC1.22 Performance Evaluation-contract

1. *Contractors will take note that the performance of the Contractor during and upon completion of the services will be evaluated by Canada. The evaluation includes all or some of the following criteria:*
 - a. *quality of workmanship*
 - b. *time*
 - c. *project management*
 - d. *contract management*
 - e. *health and safety*
2. *A weighting factor of 20 points will be assigned to each of the five criteria as follows:*
 - a. *unacceptable: 0 to 5 points*
 - b. *not satisfactory: 6 to 10 points*
 - c. *satisfactory: 11 to 16 points*
 - d. *superior: 17 to 20 points*
3. *The consequences resulting from the performance evaluation are as follows:*
 - a. *For an overall rating of 85% or higher, a congratulation letter is sent to the Contractor.*
 - b. *For an overall rating of between 51% and 84%, a standard, meets expectations letter, is sent to the Contractor.*
 - c. *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.*
 - d. *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.*
 - e. *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.

2. R2830D (2015-02-25) - General Condition (GC) 3 - Execution and Control of the Work is amended as follows:

Delete Section GC3.7- Construction by Other Contractors or Workers in its entirety and replace with the following:

GC3.7 - Separate Contracts with other Contractors

1. *Canada reserves the right to award separate contracts for work. Where in the opinion of Canada, it is necessary for Canada to award separate contracts to other contractors, the Contractor will:*
 - a. *coordinate and cooperate with the work of other contractors;*
 - b. *coordinate and schedule the Work with the work of other contractors and connect as specified or shown;*
 - c. *participate with other contractors and the Departmental Representative in reviewing their construction schedules when directed to do so;*
 - d. *coordinate and perform the Work with care and diligence so as to ensure that Canada and other contractors will be in a position to proceed according to schedule with the delivery, installation and testing of their work; and*
 - e. *allow other contractors or workers, together with their plant, equipment and Material, access to the Site and the opportunity to use their plant and equipment.*
 2. *When separate contracts are awarded for other parts of the Project, Canada will:*
 - a. *Ensure that insurance coverage is provided to the same requirements to the extent applicable. Such insurance will be coordinated with the insurance coverage of the Contractor as it affects the Work; and*
 - b. *Take all precautions reasonably possible to avoid labour or other disputes.*
 - c. *Ensure the separate contractors are required to adhere to the Contractor's Health & Safety policies and procedures when performing work at the location of the project under the Contractor's control as Constructor on the project.*
 3. *The Contractor will give the Departmental Representative prompt written notice of any defect in, or any conflict occasioned by, the work of other contractors and prior to proceeding with any Work that is affected by or depends upon for its proper execution such work of other contractors. In the absence of such written report, the Contractor will have no claim against Canada by reason of the conflict or defective work of the other contractors.*
 4. *Notwithstanding the foregoing, it is understood and agreed that the Contractor will be the "constructor" for the Project within the meaning of the applicable Health and Safety legislation, and will perform or have performed, in addition to any other obligations it may have pursuant to the application legislation, all of the obligations of a "constructor" set out in the legislation for the Work. It is further understood and agreed that Canada appoints and the Contractor agrees to be appointed as the constructor to fully control, coordinate, oversee and be responsible for all other contractors.*
 5. *If there is a change in the scope of the Work required for the planning and performance of this coordination and connection, there might be a Change in the Work.*
 6. *If the Contractor has caused damage, delay, impact, or interference to the work of other contractors, the Contractor agrees upon due notice to settle with the other contractors in accordance with GC5.8 item 6. of R2850D - General Condition (GC) 5 - Terms of Payment. If one or more of the other contractors makes a claim against Canada on account of damage, delay, impact, or interference alleged to have been so sustained, Canada will notify the Contractor and may require the Contractor to defend the action at the Contractor's expense and not as a Cost of the Work and without an adjustment in the Contract Fee. The Contractor will satisfy a final order or judgment against Canada and pay the costs incurred by Canada arising from such action and not as a Cost of the Work and without an adjustment in the Contract Fee.*
3. R2850D (2016-01-28) General Condition (GC) 5 Terms of Payment > 100K - Construction Services is amended as follows:

- a. Section GC5.4 Progress Payment is amended as follow:
Add the following sub-section to CG5.4 Progress Payments

The portion of the Work done under the Fixed Fee will be invoiced in equal monthly installments over the duration of the Contract.

4. R2860D (2016-01-28) General Condition (GC) 6 - Delays and Changes in the Work – Construction Services is amended as follows:

Section GC6.4 Determination of Price is amended as follows:

Delete Section GC6.4 Determination of Price in its entirety and replace with the following:

GC6.4 Determination of Price

1. *Any adjustment to the Estimated Construction Costs resulting from a change in the Work pursuant to GC6.1 will represent all reasonable and proper costs including delay incurred by or savings accruing to the Contractor in respect of the labour, Plant and Material that are payable as Construction Costs.*
2. *If the final cost of the Construction Work, excluding the Contractor's fees, is not within 75 and 125 percent of the total Estimated Construction Cost either party to the Contract may request to negotiate a change in the Contractor's Percentage Fee for the Work outside of these thresholds if:*
 - a. *there is a demonstrable difference between the cost to the Contractor of performing the Work for the Estimated Construction Cost and the cost to the Contractor of performing the Work for the actual Construction Cost;*
3. *For the purposes of the negotiation referred to in paragraph 2.*
 - a. *The onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation.*
 - b. *If the actual Construction cost is less than 75 percent of the Estimated Construction, in no event will the total amount paid as the Contractor's Percentage Fee, amended as a result of a reduction in the cost of the Work, exceed the amount that would have been payable to the Contractor had the price of the Work actually accounted for 75 percent of the Estimated Construction Cost.*
4. *The amount of the Contract will be the final sum of the Fixed Monthly Fees, the actual Construction Cost, the Percentage Fee and any adjustments that are made in accordance with the Contract.*

SC03 DETERMINATION OF CONSTRUCTION COST

1. The Construction Cost, as defined in that **BASIS OF PAYMENT Annex B**, initially will be determined based on the Estimated Construction Cost specified in the Request for Proposal. The Estimated Construction Cost will be adjusted periodically throughout the term of the contract to reflect the actual Construction Cost.
2. Any adjustment to the amount of a subcontract will require Canada's approval in writing. The Contractor will not be entitled to any additional fees other than the Percentage Fee.
3. Any request for adjusting the amount of a subcontract must be substantiated with a cost estimate breakdown identifying, as a minimum, all Labour, Material, and Plant costs and the amount of the allowance for the subcontractor's undertaking of the work within the stipulated amount. The Contractor will ensure that all prices included in the breakdown are fair and reasonable and in conformance with the following:

- a. Labour rates will be established in accordance with applicable trade union agreements. Non-union labour rates will be established in accordance with industry standards. All labour rates will require approval by Canada in writing.
 - b. The costs of all Material and Plant must represent the actual amount paid to suppliers and said costs are to include all applicable discounts.
 - c. Allowances for the subcontractor's profit, supervision, co-ordination, administration, overhead and the risk of undertaking the work will be negotiated by the Contractor for each change, and will represent a reasonable amount for the nature and complexity of each change. However, in no circumstance will the subcontractor's allowance exceed 15%.
4. The price of any portion of the Work that is not subcontracted or paid for as a Fixed Fee will be equal to the actual cost of that portion of the Work plus the applicable Contractor's Percentage Fee.

SC04 DETERMINATION OF PRICE FOR SUBCONTRACT CHANGES

1. Price Determination Prior to Undertaking Changes
 - a. If a Lump Sum Arrangement applies to the Contract between the Contractor and the Subcontractor or a part thereof, the price of any Subcontractor's change will be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed on in writing by the Contractor and Canada plus an allowance in accordance with SC04 3. c.
 - b. If a Unit Price Arrangement applies to the Contract between the Contractor and the Subcontractor or a part thereof, the Contractor and Canada may, by agreement in writing, add items, units of measurement, estimated quantities and prices per unit to the Unit Price Table.
 - c. A price per unit referred to paragraph b., will be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed on by the Contractor and Canada, plus an allowance determined in accordance with SC04 3. c.
 - d. To facilitate approval of the price of the change or the additional price per unit as applicable, the Contractor will submit the Subcontractor's cost estimate breakdown identifying, as a minimum, the estimated cost of labour, Plant, Material, any subcontract amount, and the amount of the allowance.
 - e. If no agreement is reached as contemplated in paragraph 1. the price will be determined in accordance with paragraph 3. "Price Determination Following Completion of Changes".
2. Allowable Costs under paragraph 1. "Price Determination Prior to Undertaking Changes".
 - a. General
 - i. The Contractor will submit a summary of the subcontractor's cost estimate breakdown for each contemplated change, in accordance with paragraph 1. d. "Price Determination Prior to Undertaking Changes". The breakdown will itemize all labour, Material, Plant and equipment costs estimated by the Contractor's subcontractor, and the amount of the subcontractor allowance;
 - ii. It is the responsibility of the Contractor to ensure that all prices included in the Contractor's breakdown to Canada of their subcontractors cost, are fair and reasonable in view of the terms expressed herein;

- iii. The labour hours required for the contemplated change will be based on the estimated number of hours to perform the work;
- iv. Time spent by a working foreman may be included in the number of labour hours, at a rate agreed to in writing by the Contractor and Canada;
- v. Time attributable to material handling, productivity factors and approved rest periods is to be included in the number of hours required by the contemplated change and will not be paid as a separate item under hourly rates;
- vi. Allowances referred to in paragraph 2. d.- "Allowance to the Subcontractor" below are not to be included in the hourly labour rates;
- vii. Credit for work deleted will only be for the work directly associated with the change;
- viii. When a change deletes work which has not yet been performed, Canada is entitled to an adjustment in the Contract Amount equal to the cost the Contractor would have incurred had the work not been deleted;
- ix. Allowances referred to in paragraph 2. d. "Allowance to the Subcontractor" below will not be applied to any credit amounts for deleted work;
- x. In those cases where the change involves additions and deletions to the work, the allowances referred to in paragraph 2. d. "Allowance to the Subcontractor" below will apply only when the cost of the additions minus the cost of the deletions would result in an increase in the Contract Amount. The allowance will only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions;
- xi. If the contemplated change in the work necessitates a change in the contract completion date, or has an impact on the work, the Contractor will identify and include the resulting cost in the breakdown.

b. Hourly Labour Rates

- i. The hourly labour rates listed in the Contractor's Subcontractor breakdown will be determined in accordance with the collective agreements that are applicable at the site of the work and will include:
 - (a) the base rate of pay;
 - (b) vacation pay;
 - (c) benefits which includes:
 - Welfare contributions;
 - Pension contributions;
 - Union dues;
 - Training and industry funds contributions; and
 - 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:
 - Employment Insurance contributions;
 - Canada Pension Plan or Quebec Pension Plan contributions;
 - Worker's Compensation Board or " Commission des normes, de l'équité, de la santé et de la sécurité du travail " premiums;
 - Public Liability and Property Damage insurance premiums; and
 - Health tax premiums.

- iv. rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Subcontractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant has been approved by Canada;
- v. payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of Canada, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;
- vi. payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the Contract;
- vii. payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the Plant and Material necessary for and used in the performance of the Contract; and
- viii. any other payments made by the Contractor with the approval Canada that are necessary for the performance of the Contract in accordance with the Contract Documents.

4. Price Determination - Variations in Tendered Quantities

- a. Except as provided in subparagraphs b., c., d. and e., if it appears that the final quantity of labour, Plant and Material under a price per unit item will exceed or be less than the estimated tendered quantity, the Contractor's Subcontractor will perform the Work or supply the Plant and Material required to complete the item and payment will be made for the actual Work performed or Plant and Material supplied at the price per unit set out in the Contract.
- b. If the final quantity of the price per unit item exceeds the estimated tendered quantity by more than 15 percent, either party to the Contract may make a written request to the other party to negotiate an amended price per unit for that portion of the item which exceeds 115 percent of the estimated tendered quantity, and to facilitate approval of any amended price per unit, the Contractor will, on request, provide Canada with:
 - i. detailed records of the actual cost to the Subcontractor performing or supplying the tendered quantity for the price per unit item up to the time the negotiation was requested; and
 - ii. the estimated unit cost of labour, Plant and Material required for the portion of the item that is in excess of 115 percent of the tendered quantity.
- c. If agreement is not reached as contemplated in subparagraph b., the price per unit will be determined in accordance with paragraph 3. "Price Determination Following Completion of Changes"
- d. If it appears that the final quantity of labour, Plant and Material under a price per unit item will be less than 85 percent of the estimated tendered quantity, either party to the Contract may make a written request to the other party to negotiate a change to the price per unit for the item if:
 - i. there is a demonstrable difference between the unit cost to the Contractor's Subcontractor of performing or supplying the estimated tendered quantity and the unit cost of the Subcontractor for performing or supplying the final quantity; and
 - ii. the difference in unit cost is due solely to the decrease in quantity and not to any other cause.
- e. For the purposes of the negotiation referred to in subparagraph d.
 - i. the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and

- ii. in no event will the total price for an item that has been amended as a result of a reduction in quantity under subparagraph d., exceed the amount that would have been payable to the Contractor's Subcontractor had 85 percent of the tendered quantity actually been performed or supplied.

SC05 REPLACEMENT OF SPECIFIC INDIVIDUALS

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

SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

- SRE 1 General Information
- SRE 2 Proposal Requirements
- SRE 3 Submission Requirements and Evaluation
- SRE 4 Price of Services
- SRE 5 Total Score
- SRE 6 Submission Requirements - Checklist

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

1.1.1 An 'Overview of the bid opening and selection procedure' can be found in the Special Instructions to Bidders (SI)

1.2 Submission of Bids

1.2.1 Bids are to be submitted in accordance with Special Instructions to Bidders (SI)

1.2.2 Submit one (1) signed original and five (5) copies of the Technical Bid (envelope one).

1.2.3 Submit one (1) signed original of the Financial Bid (envelope two).

1.2.4 Calculation of Total Score

For this project the Total Score will be established as follows:

Technical Rating x 70%	=	Technical Score (Points)
Price Rating x 30%	=	Price Score (Points)
Total Score	=	Max. 100 Points

SRE 2 PROPOSAL REQUIREMENTS

2.1 Format of Bids

2.1.1 Technical Bid

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

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

2.2 Requirement for Proposal Format

The following proposal format information should be implemented when preparing the proposal.

- Submit one (1) bound original plus five (5) bound copies of the proposal;
- Paper size should be - 216mm x 279mm (8.5" x 11");
- Minimum font size - 11 point Times or equal;
- Minimum margins - 12 mm left, right, top, and bottom;

- Double-sided submissions are preferred;
- One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper; 279mm x 432 mm (11" x 17") fold-out sheets (i.e. for spreadsheets and organization charts) will be counted as two pages;

The order of the proposals should follow the order established in the Request for Proposal SRE section.

Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is thirty (30) pages.

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

- Covering letter;
- Consultant Team Identification (Appendix A);
- Declaration/Certifications Form (Appendix B);
- Integrity Provisions - Associated Information;
- Front page of the RFP;
- Front page of revision(s) to the RFP;
- Price Proposal Form (Appendix C).

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

2.3 Financial Bid

Bidders must submit their Financial Bid in accordance with the RFP

2.4 Evaluation of Bids

2.4.1. To be declared compliant, a Bid must:

- comply with all the requirements of the Request for Proposal;
- meet all mandatory evaluation criteria;
- Financial Bid form must be fully completed and accompanied by the required bid security. (Include Bid Security in Technical Envelope 1).

2.4.2. Bids not meeting 2.4.1 will be declared non-compliant. Complaint Bids will be evaluated and assigned a score against the criteria described in SRE (0.0).

SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

Failure to meet the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

3.1.1 Licensing, Certification or Authorization

The proponent shall be authorized to render the services of this Request for Proposal to the full extent that may be required by provincial requirements in the province of Ontario.

3.1.2 Team Identification

The Construction Management team (Proponent) to be identified shall include the following:

- Project Manager;
- Construction Manager;
- Cost Estimator;
- Scheduler;
- Commissioning Manager;
- Site Superintendent;
- Site Safety Officer.

Information required - name of firm, key personnel to be assigned to the project. In the case of a joint venture identify the existing or proposed legal form of the joint venture (refer to R1410T General Instructions to Proponents, GI9 Limitation of Submissions).

An example of an acceptable format (typical) for submission of the team identification information is provided in Appendix A.

3.1.3 Declaration/Certifications Form

The proponent must complete, sign and submit the following:

- Appendix B, Declaration/Certifications Form as required.

3.1.4 Integrity Provisions – List of Names

Proponents who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Proponent. Proponents bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Proponents bidding as societies, firms, or partnerships do not need to provide lists of names. If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

3.2 RATED REQUIREMENTS

See Technical Requirements – SRE 2 – TECHNICAL BID SUBMISSION REQUIREMENTS AND EVALUATION

3.3 EVALUATION AND RATING

In the first instance, price envelopes will remain sealed and only the technical components of the proposals which are responsive will be reviewed, evaluated and rated by a PSPC Evaluation Board in accordance with the following to establish Technical Ratings:

Criterion	Weight	Factor	Rating	Weighted Rating
3.2.1 - Achievements of Proponent		3.0	0 - 10	0 – 30
3.2.2 - Achievements of key personnel		2.5	0 - 10	0 – 25
3.2.3 - Understanding of the project		1.5	0 - 10	0 – 15
3.2.4 - Management of services		3.0	0 - 10	0 – 30
Total Technical Rating			10.0	0 - 100

To be considered further, proponents must achieve a minimum Technical Rating of sixty (60) points out of the hundred (100) points available as specified above.

No further consideration will be given to proponents not achieving the pass mark of sixty (60) points.

Generic Evaluation Table

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

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent do not possess qualifications and experience	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

SRE 4 PRICE OF SERVICES

All price proposal envelopes corresponding to responsive proposals which have achieved the pass mark of sixty (60) points will be opened upon completion of the technical evaluation. 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.

The remaining price proposals are rated as follows:

- A. The lowest price proposal receives a Price Rating of 100.
- B. The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.
- C. On the rare occasions where two (or more) price proposals are identical, the matching price proposals receive the same rating and the corresponding numbers of following ratings are skipped.

The Price Rating is multiplied by the applicable percentage to establish the Price Score.

SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	0 - 100	70	0 – 70
Price Rating	0 - 100	30	0 – 30
Total Score		100	0 – 100

The Proponent receiving the highest Total Score is the first entity that the Evaluation Board will recommend for the provision of the required services. In the case of a tie, the proponent submitting the lower price for the services will be selected.

Solicitation No. - N° de l'invitation
EQ754-181281/A
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
01
File No. - N° du dossier

Buyer ID - Id de l'acheteur
PWL003
Project No.- No. du projet
R.090864.001

SRE - FORM 1 - TECHNICAL COMPLIANCE FORM

Bidders should use the following to substantiate their bid clearly:

TECHNICAL CRITERION 1			
Technical Requirement that Requires Substantiation by the Bidder	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid	Evaluators Use only Met/ not Met

SRE - FORM 2 - CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT

Client Letter of Reference

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

Project Details:

- XXXXXXXX

Project Location: _____

Initial Contract Value (excluding taxes)

Final Contract Value (excluding taxes)

Original Planned Completion Date

Actual Certificate of Completion Date

Certification

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

Client Name: _____

Client Title: _____

Client Signature _____

Date: _____

BID AND ACCEPTANCE FORM (BA)

**BA01 IDENTIFICATION: CONSTRUCTION MANAGEMENT SERVICES
CSC NATIONAL TRAINING ACADEMY
443 UNION STREET WEST, KINGSTON, ONTARIO**

BA02 BUSINESS NAME AND ADDRESS OF BIDDER:

Name: _____

Address: _____

Telephone: _____ Fax: _____

Procurement Business Number: _____

E-Mail address: _____

Industrial Security Program Organisation Number (ISP ORG#) _____

BA03 THE OFFER

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

\$ _____ excluding Applicable Taxes. (To be expressed in numbers only)

(The **TOTAL BID AMOUNT** represents the sum of items 1. (a) + (b) + (c) + (d) and (e) below)

(a) Fixed Monthly Fee (Item 1. a. of Annex B - Basis of Payment) of:

\$ _____ X 00 months = \$ _____

(b) Percentage Fee (Item 1 b. of Annex "B" - Basis of Payment) of the Estimated Construction Cost.

\$ _____ % X \$ 0,000,000.00 = \$ _____

(c) Estimated Construction Cost: (Item 2 of Annex B - Basis of Payment) = \$ 0,000,000.00

(d) Cost of Bonding and Insurance (Item 3. i. of Annex B - Basis of Payment) \$ _____

(e) Per Diem Rates, (Item XX of Annex "B" - Basis of Payment). Total of Item 2. \$ _____

Per Diem Rates

<u>Personnel Rate Table</u>			
Category of Personnel	Quantity (days) (X)	Per Diem Rate (Y)	Extended Price (X x Y)
Project Manager	0	\$	\$
Construction Manager	0	\$	\$
Cost Estimator	0	\$	\$
Scheduler	0	\$	\$
Commissioning Manager	0	\$	\$
Site Superintendent	0	\$	\$
Site Health & Safety Officer	0	\$	\$
<u>Total Price (Insert total on line item 1, (e) above.)</u>		\$	

The quantities and categories of personnel identified in this table are to be included in the Total Bid Amount but will not be included in the total contract award value. They are for evaluation purposes only and will not be interpreted by the Bidder to be a commitment by Canada to request the services.

Per Diem rates (inclusive of payroll costs, overhead and profit) represent a full 8 hour work day. The Bidder's Per Diem rates, will be used to derive the Bidder's Hourly Rates (Bidder's Per Diem rate divided by 8 hours). Payment for any additional services or personnel will be based on the hourly rate and paid on the basis of actual hours worked.

In order to ensure that fair and competitive rates are received for each of the category of personnel the following requirements must be adhered to:

- The Bidder must provide a rate for each category of personnel;
- The rate for any given listed category of personnel cannot be \$0.00 or nil value;
- The hourly rates must reflect the level of experience for each of the listed category of personnel. For example, if an hourly rate for personnel at the intermediate level exceeds the hourly rate for personnel at the senior level in the same category both hourly rates will be deemed not to reflect the appropriate level of experience. Failure to comply with this subparagraph may render the bid non-compliant.

2. Canada may reject the bid if any of the prices submitted, including the per diem rates supplied under, do not reasonably reflect the cost of performing the part of the work to which that price applies.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.

BA04 BID VALIDITY PERIOD

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

BA05 ACCEPTANCE AND CONTRACT

1. Upon acceptance of the Contractor's Bid by Canada, a binding Contract will be formed between Canada and the Contractor. The contract value will be determined in accordance with amounts bid for items BA 03 (a) + (b) + (c) and (d) (All Applicable Taxes excluded).

BA06 CONSTRUCTION TIME

1. The full scope of work is to be completed within Thirteen (13) Weeks from contract award.

Solicitation No. - N° de l'invitation
EQ754-181281/A
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
01
File No. - N° du dossier

Buyer ID - Id de l'acheteur
PWL003
Project No.- No. du projet
R.090864.001

BA07 BID SECURITY

1. The Bidder will enclose bid security with its BID in accordance with GI05 Bid Security Requirements.

BA08 SIGNATURE

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

Signature

Date

APPENDIX 1 INTEGRITY PROVISIONS - LIST OF NAMES

In accordance GI01 INTEGRITY PROVISIONS - BID provide a complete list of each individual who are currently Directors and or Owner of the Bidder.

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently Directors of the Bidder. Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the Owner(s).

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

ANNEX A BASIS OF PAYMENT

ANNEX A - BASIS OF PAYMENT

This contract will be paid on a "Percentage of Deliverables Completed" basis.

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

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

A. GENERAL

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

2. FEES

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

(a) ADVISORY SERVICES PERCENTAGE FIXED FEE (TABLE 2)

Payments in respect of the percentage fee arrangement will be made monthly during the performance of the Services, on the basis of the fee submitted and

progress as determined by the DR for each of the Services. The total percentage fee will be calculated on the Estimated Construction Costs provided in the Terms of Reference and not subject to adjustment due to variations in the Estimated Construction Cost through the life of the project. Although these draws against the Advisory Services Percentage Fee can be on monthly basis, they are not fixed and their value will vary depending on the progress of the project and the approval of DR. All Required Services specified in the Terms of Reference must be included in and covered by the Advisory Services portion of the contract.

The advisory services required for each Project Stage are detailed in the Terms of Reference. The Project Stages are as follows:

- a. Requirements Analysis Stage
- b. Design Development Stage
- c. Construction Documents Stage
- d. Tender Stage
- e. Construction Stage
- f. Final Completion Stage

The CM is responsible to identify as per the Table 2, under the percentage of their Advisory Services Fees associated to each Project Stage, for payment purposes. The Advisory Services Percentage Fixed Fee will include all costs for provision of advisory services for the duration of the contract including:

- (i) all overhead, administration, mark-up and profit for the Construction Manager's operations, including, but not limited to standard office expenses such as any photocopying, and supplies, taxi charges, computer and software costs, Internet, all telephone and fax, cellular telephones, depreciation, rent and maintenance of office facilities, furniture, office equipment parking. Note: Site office costs are included in the percent construction fee.
- (ii) the actual cost of all personnel employed or contracted by the Construction Manager to deliver the services specified in the Terms of Reference and includes all payroll costs such as salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums and any other benefits. *Note: Do not include contracted personnel of sub-trades that will perform the construction;*
- (iii) The salaries, benefits or other compensation for the Construction Manager's officers, directors, principals and support staff;
- (iv) Travel and accommodation costs related to the Work for the duration of the Contract, of the Construction Manager's personnel;

- (v) All other costs which may be considered disbursements unless specifically listed;
- (vi) Any part of the Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work, unless otherwise expressly provided herein;
- (vii) All field personnel such as superintendents, health and safety officers, assistant superintendents, field engineers, commissioning specialists, etc., including vehicles and vehicle expenses

(b) PERCENTAGE CONSTRUCTION FEE (TABLE 3)

The percent construction fee includes:

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

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

(c) ADDITIONAL PERSONNEL (TABLE 6)

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

However, should Canada determine that, for the purposes of schedule acceleration, additional personnel is required, Canada will have the right to request that the

Contractor provide such additional personnel for the performance of the Work or any part or parts thereof. Also, for the purpose of plant shut-down, (after-hour) overtime for additional personnel may be required.

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

If additional personnel are required outside of the categories and rates described in the Pricing Tables, the Contractor must provide, on Canada's request, one or more of the following price justifications for Canada's review and acceptance:

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

3. CONSTRUCTION COSTS (TABLE 1)

- (a) Determination of Construction Cost will be in accordance with Article 5.6 Construction Costs will be reimbursed in accordance with GC5 - Terms of Payment. Construction Costs will include:
 - (i) The actual, reasonable and direct costs of subcontracts;
 - (ii) The actual, reasonable and direct costs incurred by the Contractor, as previously agreed to by Canada in performing the Work, as follows:
 - (A) Materials incorporated into the Work, including costs of transportation;
 - (B) Materials, products, supplies, equipment, temporary services and facilities, including transportation and maintenance thereof, which are consumed in the

performance of the Work, and cost less salvage value on such items used, but not consumed, which remain the property of the Contractor;

- (C) Tools, machinery and equipment, exclusive of hand tools, used in the performance of the Work, whether rented by the Contractor or others, including installation, minor repairs-and replacements, dismantling, removal, transportation and delivery costs thereof;
- (D) Site engineering, as-built drawings, maintenance manuals and all other documents required to be provided before certification of Substantial Performance, as well as commissioning activities;
- (E) Independent inspection and testing services other than those described in the construction documents;
- (F) Temporary services, O & M Manuals, as-builts and engineering drawings;
- (G) Site washrooms other than those furnished by Canada;
- (H) Health and Safety sundries for visitors (hard hats, boots, gloves, goggles, masks, etc.);
- (I) Bilingual Site signage;
- (J) Utility costs, as applicable;
- (K) The cost of safety measures and requirements;
- (L) Cleaning materials supplies, hand tools and consumables;
- (M) Site photos;
- (N) Printing of construction documents;
- (O) Removal and disposal of waste products and debris.

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

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

However, the Contractor will be reimbursed for the labour expended by the Contractor's carpenters and general site labourers for any physical construction

work related to Construction General Requirements which received prior approval from the Departmental Representative (DR). Site labour costs that have been authorized by the DR will be paid monthly in arrears.

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

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

4. ALLOWABLE DISBURSEMENTS

- (a) In addition to the Contractor's Fee, Canada will reimburse at actual cost, without any administrative cost or mark-up for overhead or profit, the following disbursements supported by Invoices/receipts:
 - (i) The cost of the Contractor's insurance and bonding. (All insurance and bonding costs must be identified and submitted up front in Table 3 of Pricing Tables-Annex B. Only costs that are identified in the Pricing Tables submitted by the Bidder will be reimbursable. The amount shown in Section BA03 is considered the upset limit. All cost reimbursements will be made on receipt of proof of actual costs. Under no circumstances will the reimbursement be higher than the upset limit.)
 - (ii) Fees, levies, permits, costs and charges levied by authorities having jurisdiction at the Site; (as described in Fees, Levies and Certifications of the Terms of Reference.)

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

**ANNEX B
PRICING TABLES**

List of Deliverables and Total Bid Amount (TBA) Calculation:
The information herein that that been italicized, will not appear in any resultant contract, Annex B.

TABLE 1 ESTIMATED CONSTRUCTION COST <i>(Refer to Annex A - Basis of Payment - Article 3.)</i>		
COLUMN (A)	COLUMN (B)	COLUMN (C)
ITEM	DESCRIPTION OF REQUIREMENT	ESTIMATED CONSTRUCTION COST
Direct Construction Costs		
1	Estimated Construction Cost	\$3,500,000.00
Total Sum of Item 1:		\$3,500,000.00
Note 1. Construction Time: The full scope of work must be completed by March 31, 2022.		
Note 2. Actual Construction costs will be calculated in accordance with <i>Annex A - Article 3.</i>		

TABLE 2 ADVISORY SERVICES FEES <i>(Refer to Annex A Basis of Payment – Article 2. (a))</i>					
COLUMN (A)	COLUMN (B)	COLUMN (C)	COLUMN (D)	COLUMN (E)	COLUMN (F)
Item	Description of Requirement	Unit of Measure	Estimated Construction Cost	Price per Unit	EXTENDED TOTAL (D X E)
1	Advisory Services Percentage Fee (See Annex A, Basis of Payment, Article 2. A) - based on Level of Effort (LOE).	%	\$3,500,000.00	_____%	\$
(A) Total Sum of Item 1:					\$
<p>Note 1. Payments in respect of the percentage fixed fee arrangement will be made monthly during the performance of the Services, on the basis of the fee submitted and progress as determined by the Departmental Representative for each of the Services. The total percentage fixed fee will be calculated on the Estimated Construction Costs provided in the Terms of Reference and not subject to adjustment due to variations in the Estimated Construction Cost through the life of the project (There will be no increase in payment regardless of the final expenditure for construction). Although these draws against the Advisory Services Percentage fixed Fee can be on monthly basis, they are not fixed and their value will vary depending on the progress of the project and the approval of DR.</p> <p>Note 2. <i>The sum of the Extended Totals under Column (E) for Item 1 will be used to calculate the Total Bid Amount (TBA) for Evaluation Purposes for Table 2.</i></p>					

TABLE 3 PERCENTAGE CONSTRUCTION FEES (Refer to Annex A – Basis of Payment, Article 2. (b) and (c))					
COLUMN (A)	COLUMN (B)	COLUMN (C)	COLUMN (D)	COLUMN (E)	COLUMN (F)
Item	Description of Requirement	Unit of Measure	Estimated Construction Cost	Price per Unit	EXTENDED TOTAL (D X E)
1	Percent of Direct Construction Cost (See Annex A, Basis of Payment, Article 2. (b)).	%	\$3,500,000.00	_____ %	\$ _____
Total Sum of Item 1:					\$
<p>Note 1. The sum of the Extended Totals under Column (F) for Item 1 will be used to calculate the Total Bid Amount (TBA) for Evaluation Purposes for Table 3.</p> <p>Note 2. The actual construction costs (Column D) will be calculated in accordance with Annex A, Article 2. (b) and (c).</p>					

TABLE 4 BONDING AND INSURANCE (Refer to Annex A – Basis of Payment, Article 4(a) i.)		
COLUMN (A)	COLUMN (B)	COLUMN (C)
ITEM	DESCRIPTION OF REQUIREMENT	CEILING TOTAL
1	Bonding and Insurance	\$
Total Sum of Item 1:		\$
<p>Note to Bidders: The sum of the Firm Price Total under Column (C) for Item 1 will be used to calculate the Total Bid Amount (TBA) for Evaluation Purposes for Table 4.</p>		

TABLE 5 CASH ALLOWANCE FOR PERMITS (Refer to Annex A – Basis of Payment, Article 4(a) ii.)		
COLUMN (A)	COLUMN (B)	COLUMN (C)
ITEM	DESCRIPTION OF REQUIREMENT	ESTIMATED TOTAL
1	Cash Allowance for Permits	\$50,000.00
Total Sum of Item 1		
<p>Note to Bidders: The sum of the Firm Price Total under Column (C) for Item 1 will be used to calculate the Total Bid Amount (TBA) for Evaluation Purposes for Table 5.</p>		

TABLE 6 ADDITIONAL PERSONNEL (Refer to Annex A – Basis of Payment, Article 2. (c))				
COLUMN (A)	COLUMN (B)	COLUMN (C)	COLUMN (D)	COLUMN (E)
ITEM	CATEGORY OF PERSONNEL	CEILING HOURLY RATE	QUANTITY (HOURS)	EXTENDED TOTAL (C X D)
ADDITIONAL PERSONNEL (If and When Requested) <i>Based on Estimated Hours for Price Evaluation Purposes;</i> (see Annex A, Basis of Payment, Article 2. (c))				
1	Project Manager	\$	150	\$
2	Construction Manager	\$	200	\$
3	Cost Estimator	\$	50	\$
4	Quality Manager	\$	40	\$
5	Contract Administrator	\$	50	\$
6	Assistant Superintendent	\$	100	\$
7	Safety Officer	\$	50	\$
8	Carpenter Foreman	\$	50	\$
9	Carpenter	\$	100	\$
10	General Labourer	\$	200	\$
Total Sum of (Item 1 through 10):				\$
<p>Notes to Bidders: <i>The sum of the Extended Total under Column (E) for Item 1 through Item 10 will be used to calculate the Total Bid Amount (TBA) for Evaluation Purposes for Table 6.</i></p> <p>Note 1. <i>Payment for any additional services or personnel will be based on the hourly rate and paid on the basis of actual hours worked.</i></p> <p>Note 2. <i>The quantities and categories of personnel identified are for evaluation purposes only and should not be interpreted by the Bidder to be a commitment by Canada to request the services of any of the personnel for any quantity of days whatsoever.</i></p> <p>Note 3. <i>In order to ensure that fair and competitive hourly rates are received for each of the category of personnel the following requirements must be adhered to:</i></p> <p style="margin-left: 40px;">a. <i>The Bidder must provide hourly rates for each category of personnel listed;</i> b. <i>The hourly rate for any given listed category of personnel cannot be \$0.00 or nil value.</i></p> <p><i>Failure to comply with a or b. above will render the bid non-responsive.</i></p> <p>Note 4. <i>Hourly rates are included in the Total Bid Amount for Evaluation Purposes and will be authorized and paid in accordance with Annex A, Article 2. (c).</i></p>				

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

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ANNEX C

Terms of Reference (TOR) See Buyandsell attachment.

ANNEX D - TECHNICAL BID SUBMISSION REQUIREMENTS AND EVALUATION

TECHNICAL BID SUBMISSION REQUIREMENTS AND EVALUATION

1. RATED REQUIREMENTS (TECHNICAL SUBMISSION)

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

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

1.1.1 EXPERIENCE OF THE BIDDER (CONSTRUCTION MANAGEMENT);

Provide two (2) representative reference projects successfully completed by the Bidder and/or joint venture partner within the last ten (10) years relevant to the scope of services required, and the scale and scope of the Project described in this RFP. A similar project is defined as construction of a new Building or renovation of Classroom, Apartment and Office building 3000 square meters or greater, where the value of construction was no less than \$5,000,000.00 and the project was delivered through Construction Management. Acceptable similar are food, training centre, university, firing ranges or similar government facilities. Only the first two (2) projects listed in sequence will receive consideration and any others will receive none as though not included. The following information is to be included for each representative project:

1. Project Relevance:

A brief project description and intention of the project including:

1. Total Construction Value and contracts managed
2. Start and Completion Dates
3. Names of key personnel responsible for the project delivery

Clearly indicate how and why each referenced project is comparable to the subject project of this RFP against the following criteria:

4. Nature of Work
5. Resource Management
6. Complexity, Constraints, and Expectations
7. Public and Other Stakeholder Involvement

2. Project Management:

1. Budget control and management (i.e. initial contract price & final construction cost with explanation to address variances)
2. Schedule control and management (i.e. initial schedule and revised schedule with explanation to address variances)
3. Scope, quality and risk management to achieve client's expectations

3

1. Project Reporting: Project reporting requirements.

- 4 Project reporting requirements Provide contact information for client references knowledgeable in the representative project and the Bidder's role. The references will only be contacted by the Contracting Authority to confirm submitted material.

Only projects performed by the Bid Firm will be considered unless these entities form part of a joint venture Proponent.

1.1.2 EXPERIENCE OF KEY PERSONNEL OF THE BIDDER

1. TEAM IDENTIFICATION.ANDQUALIFICATIONS

The Construction Management Team to be identified shall include, as a minimum, the following key staffing positions. Please provide resumes for the following key personnel which demonstrate the following requirements:

1. Construction Manager

Demonstrate the Construction Manager has a minimum of fifteen (15) years progressive experience in the construction industry, having worked the last five (5) years in management positions as a Construction Manager of projects similar in size, complexity and scope at a minimum construction value of \$5,000,000.00. Provide academic qualifications and certifications including professional designations and degrees such as P. Eng., Architect, Gold Seal, Occupational Health and Safety Certifications, etc.

2. Project Manager

Demonstrate the Project Manager has a minimum of fifteen (15) years progressive experience in the construction industry, having managed projects of similar size, complexity and scope within the last five (5) years at a minimum construction value of \$5,000,000.00. Provide academic qualifications and certifications including professional designations and degrees such as P. Eng., Architect, PMP, etc.

3. Cost Estimator

Demonstrate the Cost Estimator has a minimum of ten (10) years progressive experience in the construction industry, having produced estimates in the past three (3) years on projects of similar size, complexity and scope with a minimum construction value of \$5,000,000.00. Provide academic qualifications and certifications including professional designations and degrees such as P. Eng., Architect, Quantity Surveyor (PQS), Gold Seal, etc.

4. Scheduler

Demonstrate the Scheduler has a minimum of ten (10) years progressive experience in the construction industry, including the last three (3) years developing and managing schedules using scheduling software such as CMP, PERT, MS Project, etc., on projects of similar size, complexity and scope with a minimum construction value of \$5,000,000.00. Provide academic qualifications and certifications including professional designations and degrees such as P. Eng., Architect, PMP, etc.

5. Site Superintendent

Demonstrate the Site Superintendent has a minimum of fifteen (15) years progressive experience in the construction industry, including the last five (5) years as Site Superintendent on projects of similar size, complexity and scope with a minimum construction value of \$5,000,000.00. Provide academic qualifications and

certifications including professional designations and degrees such as P. Eng., Architect, Gold Seal, Occupational Health and Safety Certifications, etc.

6. Site Safety Officer

Demonstrate the Site Safety Officer has a minimum of ten (10) years progressive experience in the construction industry, including the last three (3) years as a Site Safety Officer on projects of similar size, complexity and scope with a minimum construction value of \$5,000,000.00. Provide academic qualifications and certifications including professional designations and degrees such as Gold Seal, CIH, JHSC Certification, etc.

2. EXPERIENCE AND SUITABILITY OF PROPOSED STAFF

Describe the experience and performance of the key personnel to be assigned to this project regardless of their past association with the current Bidder. Information to be provided for each member of the key personnel identified above at 1.1.2.1. This is the opportunity to emphasize the strengths of the individuals on the team, to recognize their past responsibilities, commitments and achievements. Limit resumes to four (4) pages for the Construction Manager and Project Manager. Limit resumes to two (2) pages for other staff.

Experience in the proposed position and number of years of experience in both the proposed position and the construction industry (if not with Bidder firm, specify name of firm).

Role, responsibility and degree of involvement of individual in past projects (especially those identified as reference projects).

1.1.3 UNDERSTANDING THE PROJECT

The Bidder is to demonstrate a good understanding of the goals of the project, the functional/technical requirements, the constraints and issues that will shape the project, including as a minimum:

1. A description of the main project goals, including the Client User's functional and technical requirements
2. A description of the Construction Management philosophy and methodology to meet the intent of the project and PWGSC's expectations
3. A description of approach to deal with significant issues, risks, benefits, challenges and constraints during the project.
4. The interests of both internal and external stakeholders

5. The expectations of the Client

1.1.4 MANAGEMENT OF SERVICES

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

- 1 Provide your Team's organizational chart with all proposed personnel as required to deliver the project in the most cost and time efficient manner. The organizational chart shall identify and show:

- 1 Proposed team member names and backup as well as their proposed positions for both pre-construction and construction stages of the work.
- 2 Contractual and reporting relationships with PWGSC, the consultant, the Client, and major external stakeholders.

2. Provide a description of the Team organizational chart to describe:

1. Reporting relationships within the firm, with PWGSC, NRC, the consultant and other stakeholders.
2. Internal and external communication strategies, including meetings, communication

tools, reporting tools and format.

3. How advice will be provided during the design and tender and construction phases.
4. Schedule, cost, scope, quality and risk management control and methodology to be applied throughout the delivery of the project.
5. Tendering methodology.
6. Commissioning methodology.
7. Health and Safety philosophy, policy, process and procedural documentation and how it is aligned with the requirements of the project.

1.1.5 WORK PLAN AND METHODOLOGIES

1. The Bidder is to describe how they propose to undertake the assignment to achieve the project objectives through

a high level work plan identifying major tasks and application of proven methodology. The Bidder is to provide the following as a minimum:

1. Cost Management
3. Construction Manager's Costs
 1. A description of procedures to be put in place to manage the cost of the services to be provided under this assignment.
 2. Project Costs
 1. A description of cost control and methodology to be applied throughout the delivery of the project.
 2. Describe the estimating process the Bidder will use to document the cost of each bid package, and explain how costs will be compared to market conditions.
4. Time Management (Schedule)
 1. A description of the schedule control and methodology to be applied throughout the delivery of the project.
5. Quality Management
 1. A description of the quality control and quality assurance methodology to be applied throughout the delivery of the project to ensure deliverables meet expectations.
6. Scope Management (Change Management)
 1. A description of the scope change control methodology to be applied throughout the delivery of the project.
7. Risk Management
 1. A description of how the Bidder will support and contribute to the design and construction phases with respect to risk management.
8. Communications Management
 1. Provide a description of the internal and external communication strategies, including meetings, communication tools, reporting tools and format.
 2. Describe the reporting relationships within the Bidders organization,

PWGSC, and the Client.

9. Resource Management

1. Project Team

1. Detail how the Bidder will maintain the key team personnel available to the project for the duration of the work.

2. Site Health and Safety

1. Provide a description of the Health and Safety philosophy, policies, process and procedural documentation and how it is aligned with the requirements of the project.
2. Provide a narrative describing how the Bidder will implement a Site Specific Health & Safety Plan for this project.

10. Procurement Management

1. Trade contracts (tendering strategy)

1. through a high level work plan identifying major tasks and application of proven methodology. The Bidder is to provide the following as a minimum:

11. Cost Management

1. Construction Manager's Costs

1. A description of procedures to be put in place to manage the cost of the services to be provided under this assignment.

2. Project Costs

1. A description of cost control and methodology to be applied throughout the delivery of the project.
2. Describe the estimating process the Bidder will use to document the cost of each bid package, and explain how costs will be compared to market conditions.

12. Time Management (Schedule)

1. A description of the schedule control and methodology to be applied throughout the delivery of the project.

13. Quality Management

1. A description of the quality control and quality assurance methodology to be applied throughout the delivery of the project to ensure deliverables meet expectations.

14.Scope Management (Change Management)

1. A description of the scope change control methodology to be applied throughout the delivery of the project.

15.Risk Management

1. A description of how the Bidder will support and contribute to the design and construction phases with respect to risk management.

16. Communications Management

1. Provide a description of the internal and external communication strategies, including meetings, communication tools, reporting tools and format.
2. Describe the reporting relationships within the Bidders organization, PWGSC, and the Client.

17.Resource Management

1.Project Team

1. Detail how the Bidder will maintain the key team personnel available to the project for the duration of the work.

2. Site Health and Safety

1. Provide a description of the Health and Safety philosophy, policies, process and procedural documentation and how it is aligned with the requirements of the project.
2. Provide a narrative describing how the Bidder will implement a Site Specific Health & Safety Plan for this project.

18.Procurement Management

1.Trade contracts (tendering strategy)

1. Provide a description of the proposed tendering methodology including a discussion as to how the Bidder would ensure cost effective contracts through competitive

tendering.

2. Detail how the Bidder will ensure that qualified contractors will be available to tender and undertake the necessary work compliance with design requirements.

2. Long Delivery Items

1. Provide a description of the mechanism to identify and acquire any long term or limited delivery components necessary for the work.

1. In addition to the above the Bidder is to provide:

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

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5. A description of the proposed commissioning methodology.

2. Evaluation of Rated Requirements

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

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

Evaluation Table

SRE-ID	Description	Available Points	Weight	6.	Mini	Maximum Points
1.1.1	Experience of Bidders	0 to 10	2.0	12		20
1.1.2	Experience of Key Personnel	0 to 10	2.0	12		20
1.1.3	Understanding the Project	0 to 10	1.0	6		10
1.1.4	Management of Services	0 to 10	2.0	12		20
1.1.5	Work Plan and Methodologies	0 to 10	3.0	18		30
	Total Technical Score			75		100

1. Generic Evaluation Table

WEAK				STRONG		
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 does 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	Little capability to meet performance	Acceptable capability, should ensure adequate	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results	

PRICE BID EVALUATION

All price proposal envelopes corresponding to responsive technical proposals which have achieved a minimum 60% of available points in each category and 75% of total points will be opened upon completion of the technical evaluation.

1. To be declared responsive, a bid must:
 1. Comply with all the requirements of the bid solicitation; and
 2. Obtain the required minimum points for each of the technical bid evaluation criteria which are subject to point rating.
2. The price bid must consist of the duly completed Bid and Acceptance Form accompanied by the required bid security. Bids not meeting a) or b) above will be declared non-responsive.
3. Refer to Special Instructions: SI08, for a summary of the evaluation process

TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score Points
Technical Rating	0 - 100	70	0 - 70
Price Rating	0 - 100	30	0 - 30
Total Score		100	0 - 100

7. The Bidder receiving the highest Total Score is the first entity that the Evaluation Board will recommend for the provision of the required services. In the case of a tie, the Bidder submitting the lower price for the services will be selected.
8. Refer to Special Instructions: SI08, for a summary of the evaluation process.

ANNEX E

CERTIFICATE OF INSURANCE

(not required at id submission)



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work	Contract No.
	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 (All Policies) Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability Umbrella/Excess				\$ \$	\$ \$	\$ \$
Builder's Risk / Installation Floater				\$		

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

CERTIFICATE OF INSURANCE Page 2 of 2

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 and 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 and 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.

The policy must have the following minimum limits:

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

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

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047 and must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

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

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

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

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ANNEX F

INSTITUTIONAL ACCESS CPIC CLEARANCE REQUEST FORM

- *CSC 765 – TOOL REGISTER FORM*
- *CSC 1279 – INSTITUTIONAL ACCESS CPIC CLEARANCE REQUEST FORM*
- *CSC 1467 – ELECTRONIC ITEM REGISTRY AUTHORIZATION FORM*

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Correctional Service Canada
Service correctionnel Canada

PROTECTED / PROTÉGÉ **B** ONCE COMPLETED / UNE FOIS REMPLI

**INSTITUTIONAL ACCESS
CPIC CLEARANCE REQUEST**

**ACCÈS À UN ÉTABLISSEMENT
DEMANDE DE VÉRIFICATION
DU DOSSIER AU CIPC**

PUT AWAY ON FILE – CLASSER AU DOSSIER
ADMINISTRATIVE OR OPERATIONAL FILE
DOSSIER ADMINISTRATIF OU OPÉRATIONNEL

► Original = 3170-12

► PLEASE PRINT INFORMATION CLEARLY - VEUILLEZ ÉCRIRE EN LETTRES MOULÉES

Institution – Établissement	Request received / Demande reçue le	Date (YYAA-MM-DJ)	PUT AWAY ON FILE / CLASSER AU DOSSIER	► 3170-12
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A. PERSONAL INFORMATION – RENSEIGNEMENTS PERSONNELS

Surname / Nom de famille	Full name (no nicknames or initials) / Nom au complet (pas de surnoms ou d'initiales)	Maiden name (if applicable) / Nom de jeune fille (s'il y a lieu)	
Date of birth / Date de naissance (YYAA-MM-DJ)	Place of birth – Lieu de naissance / City/Town – Ville ou municipalité	Province/State – Province ou état	Country – Pays

B. PHYSICAL DESCRIPTION – DESCRIPTION PHYSIQUE

<input type="checkbox"/> Male / Homme	<input type="checkbox"/> Female / Femme	Height – Grandeur	Weight – Poids	Eye color – Couleur des yeux	Hair color / Couleur des cheveux
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C. ADDRESS – ADRESSE

Street – Rue	City/Town – Ville ou municipalité	Province	Postal Code - Code postal	Telephone number – Numéro de téléphone / Home – Domicile / Work – Bureau
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Representing (name of company/organization) – Représente (nom de la compagnie ou de l'organisation)

D. GENERAL INFORMATION – RENSEIGNEMENTS GÉNÉRAUX

Have you ever been convicted of a criminal offence for which you have not been granted a pardon, or an offence for which you have been granted a pardon and such a pardon has been revoked?
Avez-vous déjà été reconnu coupable d'une infraction criminelle pour laquelle on ne vous a pas octroyé un pardon ou d'une infraction pour laquelle on vous a octroyé un pardon qui a été révoqué?

1. Yes / Oui No / Non

Do you personally know of any person incarcerated in a correctional facility?
Connaissez-vous personnellement une personne qui est incarcérée dans un établissement correctionnel? If so, provide names - Si oui, fournir son nom :

2. Yes / Oui No / Non

Do you have any reason to believe coming into contact with this person could pose a risk to your or their personal safety?
Avez-vous des raisons de croire que le fait d'entrer en contact avec cette personne pourrait présenter un risque pour votre sécurité personnelle ou la sienne ?

3. Yes / Oui No / Non

Are you related/associated to an inmate or on an inmate's visiting list?
Êtes-vous apparenté ou associé à un détenu ou inscrit sur la liste des visiteurs d'un détenu?

4. Yes / Oui No / Non

If you have answered YES to any of the above, please explain below. – Si vous avez répondu OUI à une des questions ci-dessus, veuillez fournir une explication ci-après.

E. SIGNATURE (When sections A to E are filled out completely, please return the completed form to the institution for approval.)

(Une fois que les sections A à E ont été remplies, veuillez retourner le formulaire dûment rempli à l'établissement aux fins d'approbation.)

In making this application, I hereby give the Correctional Service of Canada my consent to use the information provided on this form to conduct such inquiries with police authorities as may be necessary to ascertain my suitability. Finally, I acknowledge that the Correctional Service of Canada has no responsibility for any harm that may come to me in the course of my activities, except where such harm is a direct result of negligence on the part of an employee(s) of the Service.

NOTE: Access may be denied for submitting false information. Passes may be issued for those receiving clearance and approval.

En soumettant la présente demande, j'autorise le Service correctionnel du Canada à se servir des renseignements fournis dans le formulaire afin de mener, auprès des services de police, toute enquête jugée nécessaire pour vérifier mon admissibilité. Par ailleurs, je conviens que le Service correctionnel du Canada ne peut être tenu responsable d'un préjudice subi dans le cadre de mes activités sauf si ce préjudice est directement attribuable à la négligence d'un ou de plusieurs employés du Service.

NOTA: Tout demandeur qui fournit de faux renseignements peut se voir refuser l'accès à l'établissement. Un laissez-passe peut être émis aux demandeurs dont la demande d'accès est approuvée.

Applicant's signature – Signature du demandeur

Date (YYAA-MM-DJ)

F. FOR OFFICE USE ONLY – RÉSERVÉ AU SCC

Reason for clearance – Motif justifiant la demande d'accès

Department making the request (please print) / Unité qui soumet la demande (en lettres mouluées s.v.p.)	Signature of Division Head / Signature du chef de la division	Date (YYAA-MM-DJ)
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<input type="checkbox"/> No criminal record / Aucun casier judiciaire	<input type="checkbox"/> A possible criminal record #: / Numéro du casier judiciaire	Last entry: / Dernière entrée :
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<input type="checkbox"/> An outstanding warrant/charge held by: / Auteur du mandat non exécuté/accusation en instance :

SIGNATURES

<input type="checkbox"/> Approved / Approuvée	<input type="checkbox"/> Not approved / Non approuvée	The individual has been advised. – Le demandeur a été informé de la décision.		
Security Intelligence Officer / Agent de renseignements de sécurité	Date (YYAA-MM-DJ)	<input type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non	By: / Par :
Institutional Head / Directeur de l'établissement	Date (YYAA-MM-DJ)	Visit Review Board / Comité des visites		
		Date (YYAA-MM-DJ)		

Solicitation No. - N° de l'invitation
EQ754-181281/A
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
01
File No. - N° du dossier

Buyer ID - Id de l'acheteur
PWL003
Project No. - No. du projet
R.090864.001



Correctional Service Canada
Service correctionnel Canada

PROTECTED / PROTÉGÉ **B** ONCE COMPLETED / UNE FOIS REMPLI

NOTE : Reference Document - [CD 568-1](#)
NOTA : Document de référence - [DC 568-1](#)

**ELECTRONIC ITEM REGISTRY
AND AUTHORIZATION**

**REGISTRE ET AUTORISATION DES
APPAREILS ÉLECTRONIQUES**

**PUT AWAY ON FILE
CLASSER AU DOSSIER**
Original = 3280-8

Official Visitor Name (print) / Nom du visiteur officiel (en lettres moulées) _____ Date (YYAA-MM-DJ) _____

Name of Institution – Nom de l'établissement: BCI
Period of Authorization: One time only – Une fois seulement
Durée de l'autorisation: From – De 2016-12-20 To – À _____

TYPE OF ELECTRONIC DEVICE – TYPE D'APPAREIL ÉLECTRONIQUE

Device Type	Make – Marque	Cell phone # – N° de téléphone cellulaire	Device serial number – N° de série de l'appareil	Other – Autre
Cell Phone / Téléphone cellulaire	_____	(_____) _____	_____	_____
BlackBerry / Appareil BlackBerry	_____	(_____) _____	_____	_____
Tablet / Tablette électronique	_____	(_____) _____	_____	_____
E-Reader / Lecteur de livres numériques	_____	(_____) _____	_____	_____
Laptop / Ordinateur portatif	_____	(_____) _____	_____	_____
Other Device / Autre appareil	_____	(_____) _____	_____	_____

I understand that the use of electronic item(s) is related to official duties, i.e. medical purposes/other use as authorized by the Institutional Head or delegate and that inmates are **not** to have access to it.
Je comprends que l'utilisation de ces appareils électroniques est liée à mes fonctions officielles, c.-à-d. à des fins médicales/autres utilisations autorisées par le directeur de l'établissement ou son délégué et que les détenus ne peuvent **pas** y avoir accès.

I, _____, hereby agree to abide by the above and understand that immediate notification is required in the event that the device goes missing.
Official Visitor's Signature

Je, _____, par la présente, m'engage à respecter ce qui est énoncé précédemment et à signaler immédiatement la disparition de ces appareils, s'il y a lieu.
Signature du visiteur officiel

AUTHORIZATION – AUTORISATION

Institutional Head Name (print) / Nom du Directeur de l'établissement (en lettres moulées) _____ Signature _____ Date (YYAA-MM-DJ) _____

CSC/SCC 1487 (R-2014-05)
(Word Version – Version Word)

Information may be accessible or protected as required under the provisions of the Access to Information Act and the Privacy Act.
Les renseignements peuvent être accessibles ou protégés selon ce que prescrit la Loi sur l'accès à l'information et la Loi sur la protection des renseignements personnels.

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