



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

Parks Canada Agency
30 Victoria Street, Mailroom
Gatineau (Quebec) J8X 0B3
Bid Fax: (819) 420-9626

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Tender To: Parks Canada Agency

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

Soumission aux: l'Agence Parcs Canada

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

Comments - Commentaries

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Parks Canada Agency
30 Victoria Street
Gatineau (Quebec) J8X 0B3

Title-Sujet Construction Management Services, Three Towers, Kingston Fortifications, Fort Henry National Historic Site		
Solicitation No. - No. de l'invitation 5P201-17-5112/A		Date: November 13, 2017
GETS Reference No. - No de reference de SEAG PW-17-00799394		Client Ref. No. - No. de réf du client. 1176.03
Solicitation Closes:		
at - á 02:00 PM	on - le December 20, 2017	Time Zone - Fuseau horaire EST - HAR
Address Inquiries to: - Adresser toute demande de renseignements à : Nicole Levesque-Welch - nicole.levesque-welch@pc.gc.ca		
Telephone No. - No de téléphone (819) 420-9868		Fax No. - No de FAX: (819) 420-9626
Destination of Goods, Services, and Construction: Destinations des biens, services et construction: See Herein - Voir ici		

TO BE COMPLETED BY THE BIDDER (type or print)
À ÊTRE COMPLÉTER PAR LE SOUMISSIONNAIRE (taper ou écrire en caractères d'imprimerie)

Vendor/Firm Name - Nom du fournisseur/de l'entrepreneur	
Address - Adresse	
Name of person authorized to sign on behalf of the Vendor/Firm Nom de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur	
Title - Titre	
Telephone No. - N° de téléphone: _____	
Facsimile No. - N° de télécopieur: _____	
Signature	Date

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

TENDER DOCUMENTS: Firms intending to submit tenders on this project should obtain tender documents through the website <https://www.achatsetventes-buyandsell.gc.ca>

Direct Deposit

In April 2012, the Government of Canada announced that it will be replacing cheques with electronic payments by April 2016. Contract payment(s) currently made by cheque will be replaced by Direct Deposit. Businesses are encouraged to proactively enrol with Parks Canada. Please contact Nicole Levesque-Welch at nicole.levesque-welch@pc.gc.ca in order to obtain a Direct Deposit enrollment form.

Additional information on this Government of Canada initiative is available at:
<http://www.directdeposit.gc.ca>

TWO-ENVELOPE BID

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

INTEGRITY PROVISIONS – BID

Important changes have been made to the Integrity Provisions - Bid as of April 4th 2016. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment and Climate Change for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada Shall be deleted and replaced with the Parks Canada Agency.

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R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2017-09-21)

The following GI's are included by reference and are available at the following Web Site

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

GI01	Integrity Provisions - Bid
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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

1. Parks Canada Agency (PCA) 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 quotation (refer to SI06 'Submission of Bid'). The bid will cover not only the qualifications, experience and organization of the Bidder (Envelope 1 – Technical Proposal), but also the pricing and terms offered (Envelope 2 – Price Proposal).
3. Note:
The terms "bid" and "proposal" are used to designate the documents filed by the Bidder in response to this request for proposal.

SI02 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

As applicable, pursuant to GI01 of the Declaration of Convicted Offences, paragraph 3 (copied below) of the General Instructions R2710T, the Bidder must provide with its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process.

- a. *Declaration of Convicted Offences*
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](#).

SI03 BID DOCUMENTS

1. The following are the bid documents:
 - a) Request for Proposals (RFP) - Page 1;
 - b) Special Instructions to Bidders (SI);
 - c) General Instructions - Construction Services – Bid Security Requirements (GI);
 - d) Supplementary Conditions (SC);
 - e) Submission Requirements and Evaluation (SRE);
 - f) Contract Documents (CD);
 - g) Bid and Acceptance Form (BA);
 - h) Appendix 1 - Integrity Provisions – List of Names;
 - i) Annex "A" - Terms of Reference;
 - j) Annex "B" - Basis of Payments;
 - k) Annex "C" – Departmental Representative's Authority;
 - l) Annex "D" – Contractor's Key Personnel;
 - m) Annex "E" - Certificate of Insurance;
 - n) Any amendments issued prior to proposal closing.

Submission of a proposal constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

SI04 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1, preferably by email at nicole.levesque-welch@pc.gc.ca, as early as possible within the solicitation period. Except for the approval of alternative materials

as described in GI15 of R2710T, enquiries should be received no later than **ten (10) calendar days** prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.

2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed **ONLY** to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI05 BIDDERS' CONFERENCE

A bidders' conference will be held at the Fort Henry National Historic Visitor Centre, 1 Fort Henry Drive, Kingston, ON on **Tuesday, November 28, 2017**. The conference will begin at **1:15 PM EST**. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than November 27, 2017 at 12:00pm EST.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

SI06 SUBMISSION OF BID

1. The bid shall be submitted following a "two-envelope" procedure in which the Bidder submits the Qualifications Form and any required associated document(s) in envelope 1 and the Bid and Acceptance Form and any required associated document(s) in a envelope 2. Both envelopes shall be enclosed and sealed together in a third envelope, the bid envelope. All envelopes are to be provided by the Bidder.
2. The bid envelope shall be addressed and submitted to the office designated on the Front Page of the Request for Proposal for the receipt of the bids, which is located at the following address:

Parks Canada Agency
National Contracting Services
Bid Receiving Unit
30 Victoria Street, Mailroom
Gatineau (Quebec) J8X 0B3

The bid must be received on or before the date and time set for solicitation closing. Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:

- a. Solicitation Number;
 - b. Name of Bidder;
 - c. Return address; and
 - d. Closing Date and Time.
3. The technical proposal and any required associated document(s), shall be enclosed and sealed

in an envelope with the following information clearly printed or typed on the face of the envelope:

- a. ENVELOPE 1 – TECHNICAL PROPOSAL;
- b. Solicitation Number; and
- c. Name of Bidder.

Documents to be included in envelope 1:

- a. Technical Proposal (1 original + 3 copies)
4. The Bid and Acceptance Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. ENVELOPE 2 – PRICE PROPOSAL;
 - b. Solicitation Number; and
 - c. Name of Bidder.

Documents to be included in envelope 2:

- a. Bid and acceptance form
- b. Appendix 1 – Integrity Provisions – List of Names
- c. Price table of Annex B – Basis of Payment
- d. Bid security
5. The bid shall be in Canadian currency. Exchange rate fluctuation protection is not offered. Any request for exchange rate fluctuation protection shall not be considered.
6. Timely and correct delivery of bids is the sole responsibility of the Bidder.
7. Bids submitted by fax will not be considered.

SI07 REVISION OF BID

1. A bid submitted in accordance with these instructions may be revised by physically delivering a new price envelope, provided the revision is received at the office designated for the receipt of bids on or before the date and time set for the closing of the solicitation. It shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. REVISED ENVELOPE 2 – PRICE,
 - b. Solicitation Number, and
 - c. Name of Bidder

Revisions submitted by fax will not be considered.

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

SI08 OVERVIEW OF SELECTION PROCEDURE

1. Proposal
 - a) Proposals are submitted following a "two-envelope" procedure, in which Bidders submit the "technical" component of their proposal in one envelope and the proposed price of the services (price proposal) and bid security in a second envelope.
2. Proposal Evaluation and Final Rating
 - a) An evaluation team composed of representatives of Canada will evaluate the bids and assign a score for each evaluation criteria of the technical proposal, in accordance with the evaluation criteria, components and weight factors set out in the RFP.
 - b) The proposals whose technical proposal meets the mandatory criteria and obtains the required minimum points specified in Section "SUBMISSION REQUIREMENTS AND EVALUATION (SRE)" of the request for proposal will be evaluated further. Proposals that do not meet the mandatory criteria or do not obtain the required minimum points under the technical evaluation will not be considered any further in the evaluation process.
 - c) The price envelopes of all responsive proposals achieving the minimum Technical Scores will be opened upon completion of the technical evaluation.
 - d) The two companies with the highest combined rating of technical and financial points will be invited for an interview.
 - e) The responsive proposal with the highest combined rating of technical points, price and points acquired through the interview will be recommended for award of a contract.
3. Notification
 - a) PCA should advise unsuccessful Bidders, in writing, within one (1) week after PCA has entered into a contractual arrangement with the successful Bidder.
4. Bid Opening
 - a) There will be no public opening of proposals

SI09 COMPLETION OF SUBMISSION

The Bidder shall base the Bid on the applicable bid documents listed in the Special Instructions to Bidders. It is the responsibility of the Bidder to obtain clarification on any terms, conditions or technical requirements contained in this document.

SI10 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 shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of SI10 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. of SI10 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either

- a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

SI11 RIGHTS OF CANADA

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- g. negotiate with the sole responsive Bidder to ensure best value to Canada.

SI12 PRICE JUSTIFICATION

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- 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 goods, services or both 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.

SI13 CONDUCT OF EVALUATION

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
 - a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - c. request, before award of any contract, specific information with respect to bidders' legal status;
 - d. conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
 - e. 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.
 - f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;

SI18 LIMITATION OF SUBMISSIONS

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

SI19 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl>

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

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

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

PWGSC, 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>

Solicitation No. - N° de l'invitation
5P201-17-5112/A

Amd. No. - N° de la modif.

Buyer - l'acheteur
Nicole Levesque-Welch

Client Ref. No. - N° de réf. du client
1176.03

File Name - Nom du dossier
Construction Management Services, Three Towers,
Kingston Fortifications, Fort Henry National Historic Site

Declaration Form

<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

SI20 FINANCIAL BID

The total amount of the bid excludes taxes.

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

GI01	Integrity Provisions - Bid
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GI15	Approval of Alternative Materials
GI16	Performance Evaluation
GI17	Conflict of Interest-Unfair Advantage
GI18	Code of Conduct for Procurement—bid

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

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

- suspension;
- d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
 6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

GI02 (2014-03-01) Completion of bid

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 GI08; 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 GI11, 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 (2015-02-25) Identity or legal capacity of the Bidder

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

- a. such signing authority; and
- b. the legal capacity under which it carries on business;

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

GI04 (2015-02-25) Applicable Taxes

"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 (2017-04-27) Capital development and redevelopment charges

For the purposes of GC1.8, of R2810D "Laws, Permits and Taxes", in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Bidder shall not include any monies in the bid amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

GI06 (2017-09-21) Registry and pre-qualification of floating plant

Dredges or other floating plant to be used in the performance of the Work must be on Canadian or European Union member state registry, having in the latter case been granted a temporary license under the Coasting Trade Act. For dredges or other floating plant that are not of Canadian or European Union member state make or manufacture, the Bidder must obtain a certificate of qualification from Industry Canada as described in the Floating Plant Appendix of the Bid and Acceptance Form, and this certificate must accompany the bid. Plant so qualified by Industry Canada may be accepted on this project.

GI07 (2015-02-25) Listing of Subcontractors and Suppliers

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

GI08 (2014-06-26) Bid security requirements

1. The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount. Applicable Taxes shall not be included when calculating the amount of any bid security that may be required. The maximum amount of bid security required with any bid is \$2,000,000.
2. A bid bond (form [PWGSC-TPSGC 504](#)) shall be in an approved form, properly completed, with original signatures and sealed by the approved bonding company whose bonds are acceptable

to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.

3. A security deposit shall be an original, properly completed, signed where required and be either
 - a. a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - b. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
4. For the purposes of subparagraph 3. a. of GI08
 - a. a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
 - b. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4.c. of GI08, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
 - c. An approved financial institution is
 - i. a corporation or institution that is a member of the Canadian Payments Association as defined in the Canadian Payments Act;
 - ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
 - iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
 - iv. a corporation, association or federation incorporated or organized as a credit union or co- operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the Income Tax Act; or
 - v. Canada Post Corporation.
5. Bonds referred to in subparagraph 3. b. of GI08 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be
 - a. payable to bearer;
 - b. accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
 - c. registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
6. As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
7. An irrevocable standby letter of credit referred to in paragraph 6) of GI08 shall
 - a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,

- i. is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
 - ii. is to accept and pay bills of exchange drawn by the Receiver General for Canada;
 - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
 - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
 - b. state the face amount which may be drawn against it;
 - c. state its expiry date;
 - d. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
 - e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
 - f. provide that it is subject to the International Chamber of Commerce (ICC) *Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision*, ICC Publication No. 600, Pursuant to the 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 of GI08 and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

GI09 (2014-03-01) Submission of bid

See SI06 for further details

GI10 (2010-01-11) Revision of bid

See SI07 for further details.

GI11 (2014-09-25) Rejection of bid

1. Canada may accept any bid, whether it is the lowest or not, or may reject any or all bids.
2. Without limiting the generality of paragraph 1) of GI11, Canada may reject a bid if any of the following circumstances is present:
 - a. the Bidder's bidding privileges are suspended or are in the process of being suspended;

- b. the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - c. the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a 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) of GI11, Canada may consider, but not be limited to, such matters as:
 - a. the quality of workmanship in performing the Work;
 - b. the timeliness of completion of the Work;
 - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1), 2) and 3) of GI11, Canada may reject any bid based on an unfavourable assessment of the
 - a. adequacy of the bid price to permit the work to be carried out and, in the case of a bid providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - b. Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - c. Bidder's performance on other contracts.
5. Where Canada intends to reject a bid pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI11, other than subparagraph 2)(a) of GI11, 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.

G112 (2015-02-25) Bid costs

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.

G113 (2015-02-25) Procurement Business Number

Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information system on the [Contracts Canada Web site](#). For non-Internet registration, Bidders may contact the nearest [Supplier Registration Agent](#).

G114 (2013-04-25) Compliance with applicable laws

1. By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid 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) of G114, 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) of G114 shall result in disqualification of the bid.

G115 (2015-02-25) Approval of alternative materials

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

G116 (2010-01-11) Performance evaluation

1. Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

G117 (2011-05-16) Conflict of interest—unfair advantage

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
 - a. if the Bidder, 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.

GI18 (2016-04-04) Code of Conduct for Procurement—bid

The *Code of Conduct for Procurement* 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.

SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

- SRE 1 General Information
- SRE 2 Technical Proposal Submission Requirements and Evaluation
- SRE 3 Evaluation and grading
- SRE 4 Price Evaluation
- SRE 5 Interview Process
- SRE 6 Basis of Selection

SRE 1 GENERAL INFORMATION

1.1 BID PRESENTATION

- 1.1.1 Bidders must submit their bid in "two envelopes": the technical aspect of their proposal in one envelope and the financial aspect (price proposal) and the bid security in another envelope.
- 1.1.2 Submit one (1) signed original plus three (3) copies of the technical proposal (envelope 1)
- 1.1.3 Submit one (1) signed original of the price proposal and the bid security in a sealed envelope (envelope 2).

1.2 BID FORMAT

1.2.1 Technical Proposal

In their technical proposal, 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 proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated. Simply repeating the statement contained in the request for proposal (RFP) is not sufficient. In order to facilitate the evaluation of the proposal, 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 proposals by identifying the specific paragraph and page number where the subject topic has already been addressed.

The following proposal format should be implemented when preparing the proposal:

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

The order of the technical proposal should follow the order established in the Submission Requirements Section of the RFP. **The maximum number of pages (including text and graphics) to be submitted is 33.** The following are not part of this page limitation:

- Covering Letter
- Front Page of the RFP
- Price Proposal

Bidders should clearly identify the resumes and attached them as annexes to prevent the resumes from being counted within the technical proposal pages.

If the page limit is not respected, any pages which extend beyond the page limitation and any other attachments will be extracted from the proposal and will not be forwarded to the PCA Evaluation Board members for evaluation. The same rule applies to the two-page limit per résumé.

1.2.2 Price proposal

Bidders must submit their price proposal in accordance with Annex B – Basis of Payment and GI08 – Bid Security Requirements of the General Instructions to Bidders.

1.3 EVALUATION OF PROPOSALS

1.3.1. To be declared responsive, a proposal must:

- a) comply with all the requirements of the request for proposal, including the security requirement at the solicitation closing date;
- b) meet all mandatory technical evaluation criteria;
- c) Price Proposal Form must be fully completed and accompanied by the required bid security.

1.3.2. Proposals not meeting 1.3.1 will be declared non-responsive. Responsive proposals will be evaluated and assigned a score against the criteria described in SRE 2 .

1.3.3. Heritage projects include construction for historic physical built environment and landscapes - in whole or in part - which can include individual buildings (or groups of buildings), structures, monuments, installations &/or remains that holds heritage value. The work includes:

- **Preservation:** the action or process of protecting, maintaining, and/or stabilizing the existing materials, form, and integrity of a historic place or of an individual component, while protecting its heritage value.
- **Rehabilitation:** the action or process of making possible a continuing or compatible contemporary use of a historic place or an individual component, while protecting its heritage value.
- **Restoration:** the action or process of accurately revealing, recovering, or representing the state of a historic place or of an individual component, as it appeared at a particular period in its history, while protecting its heritage value.

SRE 2 TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION

2.1 TECHNICAL CRITERION 1 - Experience of the Bidder

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

Information to be provided

- 1) Bidder's general experience

The Bidder must demonstrate that it has a minimum of five (5) years' experience in the execution and administration of construction and renovation of buildings (including heritage projects).

OR

The Bidder must demonstrate that it has a minimum of five (5) years' experience in the execution and administration of construction and renovation of buildings (including heritage projects) as a construction manager or significant trade to a construction manager on Heritage Buildings.

2) Projects

The Bidder must provide a description of **three (3) completed heritage projects** within the last **ten (10) years, prior to the closing date of this RFP**. The Bidder must:

- Provide a description of the project and delivery method, including the total construction value and contracts managed as well as the project's start and Substantial Completion dates. Clearly indicate how the project is comparable to the project in this RFP.
- Describe how the scope and risks were managed. Describe how scope creep was managed from a schedule and budget expectations. Describe how risks were managed to achieve client expectations.
- Describe how the budget was managed and controlled (i.e. explain the variances between the prices set out in the contract and the final construction cost, with explanation to address variances).
- Provide how the schedule was managed and controlled (i.e. initial schedule and revised schedule, with explanation to address variances).
- Describe how quality was managed to achieve client expectations.
- Provide the names of key personnel responsible for delivery, and indicate their roles and responsibilities.
- Provide references from the work provider (client) for each project, including name, address, phone numbers and electronic address of client contact at working level (PCA reserves the right to contact references to verify the information provided).

2.2 TECHNICAL CRITERION 2 – Experience of Key Personnel of the Bidder

Describe the accomplishments, achievements, relevant experience, expertise, roles and responsibilities, degree of involvement and years with the firm of all key personnel. The key personnel include: Construction Manager Lead, Cost Estimation and Control Specialist, Superintendents, and Technical/Heritage Coordinator.

Each position must be occupied by a different key person.

If the Bidder intends to use the services of more than two superintendents per site, the superintendents must have at least the same qualifications (experience / ability) that the one who was submitted and evaluated for this RFP. Résumés will be requested before the start of the work in order to verify that the requirements have been met.

The experience of the foremen will not be evaluated as part of this RFP.

However, the foreman (foremen) who will be used on the site must have a minimum of five years' experience supervising and coordinating work sites. Résumés will be requested before the start of the work in order to verify that the requirements have been met.

CONSTRUCTION MANAGER LEAD:

Information to be provided:

- Relevant experience in the proposed position and a minimum of ten (10) years' experience in both the proposed position and in the construction industry (if not done with Bidder firm, specify name of firm), education and accreditations
- Role, responsibility and degree of involvement of individual in past projects.
- Present a **selected project list**, executed and completed during the past 10 years, prior to the closing date of this RFP. Describe the scope, complexity, costs and delivery method.

COST ESTIMATION AND CONTROL SPECIALIST

Information to be provided:

- Relevant experience in the proposed position and a minimum of ten (10) years' experience in the proposed position and the construction industry (if not done with Bidder firm, specify name of firm).
- Role, responsibility and degree of involvement of this individual in past projects. Indicate cost and completion year of past projects.

SUPERINTENDENTS: (Plan for one superintendent per site)

Information to be provided:

- Relevant experience in the proposed position and number of years' experience in both the proposed position and in the construction industry (if not done with Bidder firm, specify name of firm); Superintendent 1 requires a minimum of ten (10) years' experience. Superintendent 2 and 3 requires a minimum of five (5) years' experience
- Describe trade background and trade experience.
- Role, responsibility and degree of involvement of this individual in past projects. Indicate cost and completion year of past projects.

TECHNICAL/HERITAGE COORDINATOR

Information to be provided:

- Relevant experience in the proposed position and a minimum of three (3) years' experience in both the proposed position and in the construction industry (if not done with Bidder firm, specify name of firm).
- Describe trade background and trade experience.
- Role, responsibility and degree of involvement of this individual in past projects. Indicate cost and completion year of past projects.

2.3 TECHNICAL CRITERION 3 - Understanding of the Project

The Bidder should demonstrate its understanding of the goals, the constraints, the challenges and the issues of the Project that will shape the end product.

Information to be provided:

- Description of the Project goals /constraints / challenges / issues of the Project with highlights of those that are particularly significant to the Project;
- Description of the Bidder's construction management philosophy/methodology to meet the intent of the project and Parks Canada expectations;
- Description of the approach to issues to be dealt with during the Project such as:
 - Multiple stakeholders
 - Quality control
 - Multiple sites, logistics, heritage construction, external stakeholders (such as Kingston municipality, etc)

2.4 TECHNICAL CRITERION 4 - Management of Construction Management Team:

The Bidder should demonstrate capacity to manage the services and meet the Project challenges and to ensure consistent control and communication efficiency. The Bidder should also demonstrate how the team will be organized and managed.

Information to be provided:

- Organization chart with key personnel to be involved in this project and other position titles and names of the Bidder's team. Indicate the roles and responsibilities for key personnel, including external stakeholders
- Description of reporting relationships within the CM team, Parks Canada and external stakeholders;
- Internal and external communication strategy, including but not limited to meetings, communication tools, reporting tools, format, technology, etc.
- Description of how advice will be provided during the design and implementation stages.
- Risk management plan overview. (Draft of the risk management issues and potential mitigation, a chart format will suffice.

2.5 TECHNICAL CRITERION 5 - Management of Services and Work

The Bidder should describe how it proposes to perform the Services and deliver the Work while respecting the Project constraints.

Information to be provided:

- Describe the time services; explain how schedule control will be applied throughout the delivery of the Project. Submit a preliminary schedule, containing scope components, phasing, recognizing seasonal issues, specifying temporary and permanent work periods for each site.
- Describe the cost control services; explain how cost control will be applied throughout the delivery of the Project;
- Specify the resources to be allocated for each site (Superintendent(s), coordinator depending on the scope and duration of work for different sites.
- Describe the scope/quality control methodology; explain how the control will be applied throughout the delivery of the Project;
- Describe the phased tendering methodologies for the temporary and permanent work of the different sites in respect of the Parks Canada requirements stated in the RFP.

- Describe post construction methodology and including warranty.

SRE 3 EVALUATION AND RATING

At first, the envelopes containing the price proposals will not be opened and only the technical aspects of the compliant proposals will be examined, evaluated and rated by a PCA Evaluation Committee in accordance to the following in order to establish the technical ratings:

Criterion	Page limit	Score	Weight	Maximum mark
SRE 2.1 - Technical Criterion 1 - Experience of the Bidder				
a) General experience of the Bidder	1	0-10	1	10
Subtotal – General experience of the Bidder:				10
Project 1				
a) Project Description and Delivery Method. State initial and final budget.	2	0-10	2	20
b) How was Scope managed? Describe how scope creep was managed from a schedule and budget expectations.		0-10	3	30
c) Describe controls and management of budget.		0-10	3	30
d) Provide how schedule was controlled and managed		0-10	3	30
e) How was Quality managed to achieve client's expectations		0-10	3	30
f) How were risks were managed to achieve client's expectations		0-10	2	20
g) Names of key personnel responsible for the delivery. Indicate roles and responsibilities.		0-10	1	10
h) Provide reference		0-10	1	10
Subtotal – project 1:				180
Project 2				
a) Project Description and Delivery Method. State initial and final budget.	2	0-10	2	20
b) How was Scope managed? Describe how scope creep was managed from a schedule and budget expectations.		0-10	3	30
c) Describe controls and management of budget.		0-10	3	30
d) Provide how schedule was controlled and managed		0-10	3	30
e) How was Quality managed to achieve client's expectations		0-10	3	30
f) How were risks were managed to achieve client's expectations		0-10	2	20
g) Names of key personnel responsible for the delivery. Indicate roles and responsibilities.		0-10	1	10

Criterion	Page limit	Score	Weight	Maximum mark
h) Provide reference		0-10	1	10
Subtotal – Project 2:				180
Project 3				
a) Project Description and Delivery Method. State initial and final budget.	2	0-10	2	20
b) How was Scope managed? Describe how scope creep was managed from a schedule and budget expectations.		0-10	3	30
c) Describe controls and management of budget.		0-10	3	30
d) Provide how schedule was controlled and managed		0-10	3	30
e) How was Quality managed to achieve client's expectations		0-10	3	30
f) How were risks were managed to achieve client's expectations		0-10	2	20
g) Names of key personnel responsible for the delivery. Indicate roles and responsibilities.		0-10	1	10
h) Provide reference		0-10	1	10
Subtotal – Project 3:				180
Subtotal SRE 2.1:				550
SRE 2.2 - Technical Criterion 2 - Experience of Key Personnel of Bidder				
Construction Manager Lead				
a) Resume showing education, accreditations and selected project list showing area (sq.m.) and cost. 10 years minimum mandatory experience.	3	0-10	3	30
b) Relevant project experience.		0-10	3	30
c) Role, responsibility and degree of involvement of individual in past projects		0-10	3	30
Subtotal – Construction Manager Lead:				90
Cost estimation & Control Specialist				
a) Resume showing education, accreditations and selected project list showing area (sq.m.) and cost. 10 years minimum mandatory experience.	3	0-10	3	30
b) Relevant project experience.		0-10	3	30
c) Role, responsibility and degree of involvement of individual in past projects		0-10	3	30
Subtotal – Cost estimation & Control Specialist:				90

Criterion	Page limit	Score	Weight	Maximum mark
Superintendent 1				
a) Resume showing education, accreditations and selected project list showing area (sq.m.) and approximate budget. Minimum 10 years mandatory experience.	3	0-10	3	30
b) Describe Trade background and trade experience of the Superintendent		0-10	2	20
c) Relevant project experience.		0-10	3	30
d) Role, responsibility and degree of involvement of individual in past projects		0-10	3	30
Subtotal – Superintendent 1:				110
Superintendent 2				
a) Resume showing education, accreditations and selected project list showing area (sq.m.) and approximate budget. Minimum 5 years mandatory experience.	3	0-10	3	30
b) Describe Trade background and trade experience of the Superintendent		0-10	2	20
c) Relevant project experience.		0-10	3	30
d) Role, responsibility and degree of involvement of individual in past projects		0-10	3	30
Subtotal – Superintendent 2:				110
Superintendent 3				
a) Resume showing education, accreditations and selected project list showing area (sq.m.) and approximate budget. Minimum 5 years mandatory experience.	3	0-10	3	30
b) Describe Trade background and trade experience of the Superintendent		0-10	2	20
c) Relevant project experience.		0-10	3	30
d) Role, responsibility and degree of involvement of individual in past projects		0-10	3	30
Subtotal – Superintendent 3:				110
Heritage Construction Coordinator				
a) Resume showing education, accreditations and selected project list showing area (sq.m.) and approximate budget. 3 years minimum experience.	3	0-10	3	30
b) Relevant project experience.		0-10	3	30
c) Role, responsibility and degree of involvement of individual in past projects		0-10	3	30
Subtotal – Superintendent 3:				90
Subtotal SRE 2.2:				600

Criterion	Page limit	Score	Weight	Maximum mark
SRE 2.3 - Technical Criterion 3 - Understanding of the Project				
a) Confirmation of understanding of Project goals with highlights of those which are particularly significant to the Project.	1	0-10	3	30
b) Description of the Bidder's construction management philosophy/methodology to meet the intent of the project and Parks Canada's expectations		0-10	1	10
c) Description of the approach to major issues of the projects; multiple sites, logistics, multiple stakeholders, heritage construction, quality control.		0-10	2	20
Subtotal SRE 2.3:				60
SRE 2.4 - Technical Criterion 4 – Management Services				
a) Organization chart (including external stakeholders)	1	0-10	2	20
b) Description of reporting relationships within the CM team, Parks Canada and external stakeholders		0-10	2	20
c) Communication strategy including technology	1	0-10	2	20
d) Description of how the advice will be provided during the design and implementation stages.		0-10	2	20
e) Risk Management Plan, overview	1	0-10	2	20
Subtotal SRE 2.4:				100
SRE 2.5 - Technical Criterion 5 – Management of Services and Work				
a) Description of Time Services, explain how schedule control will be managed/ controlled throughout the delivery of the Project.	2	0-10	3	30
b) Submit a preliminary schedule containing scope components, phasing, seasonal issues, etc.		0-10	3	30
c) Description of Cost control Services, explain how cost control will be applied throughout the delivery of the Project.	2	0-10	3	30
d) Specify how resources will be allocated for each site (Superintendent(s), foreman(s) and / or coordinator)		0-10	3	30
e) Description of Scope/Quality control methodology, explain how control will be applied throughout the delivery of the Project.		0-10	3	30
f) Description of Phased tendering methodologies for the temporary and permanent work of different sites in respect of Parks Canada requirements stated in the RFP		0-10	3	30
g) Post construction methodology		0-10	2	20
Subtotal SRE 2.5:				200

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Buyer - l'acheteur
Nicole Levesque-Welch

Client Ref. No. - N° de réf. du client
1176.03

File Name - Nom du dossier
Construction Management Services, Three Towers,
Kingston Fortifications, Fort Henry National Historic Site

Criterion	Page limit	Score	Weight	Maximum mark
Sum of subtotal SRE 2.1 to SRE 2.5:				1510

Generic Evaluation Table

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

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
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
	Bidder do not possess qualifications and experience	Bidder lacks qualifications and experience	Bidder has an acceptable level of qualifications and experience	Bidder is qualified and experienced	Bidder is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

To be considered further, bidders **must** achieve a minimum Technical Rating of nine hundred and six (906) points out of the one thousand five hundred and ten (1,510) points available as specified above.

No further consideration will be given to bidders not achieving the pass mark of nine hundred and six (906) points.

SRE 4 PRICE EVALUATION

Total maximum points for the sum of SRE 2.1 through SRE 2.5 (Technical Criteria) is 1,510 points. A minimum score of 906 (60% of total score) points must be achieved to proceed to the opening of the price proposal, and all proposal being assessed a score of less than 906 points will be no longer considered under the evaluation process.

All price proposal envelopes corresponding to responsive proposals which have achieved the pass mark of nine hundred and six (906) points will be opened upon completion of the technical evaluation.

SRE 5 INTERVIEW PROCESS

The two companies with the highest combined rating of technical and financial points will be invited for an interview. The interview will be based on the proposal submitted in response to the RFP.

Criterion	Score	Weight	Maximum mark
SRE 5 – Interview Criterion			
a) Attendance to meeting (Appropriate panel to represent)	0-10	0.5	5
b) Presentation of SRE 2.1 - Experience	0-10	3	30
c) Presentation of SRE 2.2 - Key personnel	0-10	3	30
d) Presentation of SRE 2.3 - Understanding of project	0-10	5	50
e) Presentation of SRE 2.4 - Management Services	0-10	3	30
f) Presentation of SRE 2.5 - Management of Services and Work	0-10	3	30
Subtotal SRE 5:			175

SRE 6 BASIS OF SELECTION

2.1 Basis of Selection - Highest Combined Rating of Technical Merit, Price and Interview

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory criteria; and
 - (c) obtain the required minimum points specified for criteria numbers SRE 2.1 through 2.5 for the technical evaluation, and
 - (d) obtain the required minimum of 906 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 1,510 points.

2. Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive.
3. For bids meeting (a), (b), (c) and (d), the evaluation will initially be based on the highest responsive combined rating of technical merit and price. The two bids with the highest combined rating of technical and financial points will be invited for an interview.

The ratio will be 50% for the technical merit, 30% for the price and 20% for the interview

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 50%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and multiplied by the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. The two bidders with the highest points will be invited to conduct an interview. The total number of points obtained during the interview will be added to the bidder's combined technical and pricing score.
8. To establish the interview score, the overall score for each of these two bidders will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 20%.
9. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit, price and interview will be recommended for award of a contract.

Example

	Bidders			
	Bidder 1	Bidder 2	Bidder 3	Bidder 4
Overall Technical Score (906 Pass Mark)	950/1,510	1,200/1,510	1,050/1,510	800/1,510
Bid Evaluated Price	\$2,100,000.00	\$2,500,000.00	\$1,900,000.00	N/A
Calculations				
Technical Score (50%)	$(950/1,510) \times 50 = 31.46$ pts	$(1,200/1,510) \times 50 = 39.73$ pts	$(1,050/1,510) \times 50 = 34.77$ pts	Total score below pass mark
Price Score (30%)	$(1,900,000/2,100,000) \times 30 = 27.14$ pts	$(1,900,000/2,500,000) \times 30 = 22.8$ pts	$(1,900,000/1,900,000) \times 30 = 30$ pts	N/A
Combined Rating (Tech and Price)	58.60 pts	62.53 pts	64.77 pts	N/A
Overall Rating	3 rd	2 nd	1 st	
Interview (20%)		$(155/175) \times 20 = 17.71$ pts	$(140/175) \times 20 = 16$ pts	
Grand total of Combined Rating (Tech/Price/Interview)		80.24 pts	80.77 pts	

Bidder 2 and 3 would be invited to conduct an interview. Bidder 4 did not achieved the pass mark during the technical evaluation, therefore was no longer considered during the evaluation process. Bidder 1 was rated in 3rd place, therefore was not invited for an interview.

Finally, Bidder 3 was recommended for award as they achieved the highest combined rating under the Technical, Price and Interview evaluation process.

SUPPLEMENTARY CONDITIONS (SC)

SC01 INSURANCE TERMS

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

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

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

SC02 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 similar qualifications and experience. 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 Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority 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.

SC03 CHANGES TO CONTRACT DOCUMENTS

The General Conditions are modified as follow:

1. R2810D –General Provisions - Construction Services:

- 1.1 R2810D General Condition GC1.1.2 Terminology is modified to include the following, “Architectural and Engineering Services”:

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

“Construction Services”:

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

“Facility Maintenance Services”:

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

- 1.2 Replace paragraph 1) of clause GC1.2.2 “Order of Precedence” with the following:

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

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

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

1. Contractors shall take note that the performance of the Contractor during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria:
 - 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. When general average is between 30% and 50% and one of the ratings is 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.

2. R2850D – Terms of Payment

2.1 Paragraph GC5.4 1. a. is replaced in its entirety with the following:

- a. a written progress claim in a form acceptable to Canada that fully describes **any services rendered**, any part of the Work that has been completed, and any Material that was delivered to the Work site but not incorporated into the Work, during that payment period, and

3. R2860D - Delays and Changes in the Work

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

GC6.4 Determination of Price

1. Any adjustment to the price of the Work that is resulting from a change in the Work

pursuant to GC6.1 will represent all reasonable and proper costs including delay incurred by or savings accruing to the Contractor in respect of the labour, Plant and Material that are payable as Construction Costs.

2. If the final price of the Work, excluding the Contractor's fees, is not within 75 and 125 percent of the 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. The onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation. In no event shall the total amount paid as the Contractor's Percentage Fee, amended as a result of a reduction in the price of the Work, exceed the amount that would have been payable to the Contractor had the price of the Work actually accounted for 75 percent of the Estimated Construction Cost.
3. The amount of the Contract shall be the final sum of the Fixed Fee, the actual Construction Cost, the Percentage Fee, allowable disbursements and any adjustments that are made in accordance with the Contract.

SC04 DETERMINATION OF CONSTRUCTION COST

1. The price of any portion of the Work that is subcontracted shall be equal to the amount of the subcontract plus the applicable Contractor's Percentage Fee.
2. Any adjustment to the amount of a subcontract shall require Canada's approval in writing. The Contractor shall not be entitled to any additional fees other than the Percentage Fee.
3. Any request for adjusting the amount of a subcontract shall be substantiated with a cost estimate breakdown itemizing all labour, material, and plant costs, and the amount of any allowance. The Contractor shall ensure that all prices included in the breakdown are fair and reasonable and in conformance with the following:
 - a) Labour rates shall be established in accordance with applicable trade union agreements. Non-union labour rates shall be established in accordance with the General Fair Wage Clause of the Labour Conditions. All labour rates shall require approval by Canada in writing.
 - b) The costs of all material and plant must represent the actual amount paid to suppliers and said costs are to include all applicable discounts.
 - c) Allowances shall be negotiated by the Contractor for each change and shall represent the reasonable amount for the nature and complexity of each change.
4. The price of any portion of the Work that is not subcontracted or paid for as a Fixed Fee shall be equal to the actual cost of that portion of the Work plus the applicable Contractor's Percentage Fee.

SC05 HARASSMENT IN THE WORKPLACE

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the *Policy on Harassment Prevention and Resolution*, which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its

entire discretion, determine if the complaint is founded and decide on any action to be taken.

SC06 ACCESS TO INFORMATION

Records created by the Contractor, and under the control of Canada, are subject to the Access to Information Act. The Contractor acknowledges the responsibilities of Canada under the Access to Information Act and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the Access to Information Act provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act is guilty of an offence and is liable to imprisonment or a fine, or both.

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. Drawings and Specifications;
 - d. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2017-08-17);
GC2	Administration of the Contract-	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2015-02-25);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2016-01-28);
GC6	Delays and Changes in the Work	R2860D	(2016-01-28);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2882D	(2016-01-28);
GC9	Contract Security	R2890D	(2014-06-26);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
	Supplementary Conditions		
 - e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
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>

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment and Climate Change for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada Shall be deleted and replaced with the Parks Canada Agency.
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

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1176.03

File Name - Nom du dossier
Construction Management Services, Three Towers,
Kingston Fortifications, Fort Henry National Historic Site

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Title: Construction Management Services, Three Towers, Kingston Fortifications, Fort Henry National Historic Site

Solicitation Number: 5P201-17-5112/A

Parks Canada Agency requires a contractor to perform all the work associated with the Construction Management of the Kingston Fortifications, Murney, Shoal and Cathcart Towers located at the Fort Henry National Historic Site.

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-mail address:

BA03 THE OFFER

Please refer to **Annex B - "Basis of Payment"**.

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of sixty (60) days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

BA06 CONSTRUCTION TIME

The Contractor shall perform and complete all Work by **November 30, 2020**. See Terms of Reference for project milestones.

BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

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BA08 SIGNATURE

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

Signature

Date

APPENDIX 1 - INTEGRITY PROVISIONS

If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

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

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

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

ANNEX "A" – TERMS OF REFERENCE

PROJECT DESCRIPTION

Parks Canada Agency requires a contractor to perform all the work associated with the Construction Management of the Kingston Fortifications, Murney, Shoal and Cathcart Towers located at the Fort Henry National Historic Site.

PD 1 PROJECT INFORMATION

PD 1.1 Parks Canada Project Title:

Construction Management Services, Three Towers, Kingston Fortifications, Fort Henry National Historic Site

PD 1.2 Project Location: Murney, Shoal and Cathcart Tower sites, The Kingston Fortifications

PD 1.3 Project Number: 15-07 (3002 9615)

PD 1.4 Client: Georgian Bay and Ontario East Field Unit, Parks Canada Agency

PD 1.5 Parks Canada Departmental Representative: A project Manager from the Georgian Bay Ontario East Field Unit.

PD 2 PROJECT INTRODUCTION AND BACKGROUND

PD 2.1 USER DEPARTMENT

.1 The User Department, referred to throughout this Terms of Reference (TOR) is Parks Canada Agency, Georgian Bay and Ontario East Field Unit.

PD 2.2 PROJECT BACKGROUND and OBJECTIVES

Project Background:

- .1 The Kingston Fortification towers are on three distinct sites: i) Murney Tower site located in Kingston in Waterfront Park, adjacent to the corners of King and Barrie streets, ii) Shoal Tower site located in the downtown area of Kingston harbour directly opposite Kingston City Hall and iii) Cathcart Tower site located on Cedar Island to the East side of Point Henry and Fort Henry. These fortifications are identified as part of the UNESCO World Heritage site including the other Kingston Fortifications: Fort Frederick (located at the Royal Military College) and Fort Henry (located on Point Henry).
- .2 The three towers of this project form part of The Kingston Fortifications, a series of four towers built in Kingston during the Oregon Crisis of 1846-47. This permanent fortification system was constructed by the British for coastal defence of approaches to Fort Henry and the City of Kingston. These towers are a designated UNESCO World Heritage site.
- .3 Operations of Cathcart and Shoal towers are conducted by Parks Canada. Cathcart tower is part of the Thousand Islands National Park. Neither Cathcart nor Shoal tower are routinely open to the public, although they can be approached and viewed at close distance. Additionally, Shoal Tower is amid a boat mooring area operated by the City of Kingston. Murney Tower operation is conducted by "Friends of Murney Tower" through a Memorandum of Understanding with Parks Canada and is open to the

public from May to November offering tours and featuring a collection of artifacts. During this project Parks Canada wishes to respect operations in and around the towers, and intervention for design or construction purposes is to minimize disruption as much as reasonably possible.

- .4 The three fortification sites are archaeologically sensitive and as such, there are limitations to the types of construction practice permitted on the site. Excavation will not be permitted without written permission of Parks Canada. Other restrictions, mitigations and considerations for design and construction will be determined during early project phases. Underwater archaeology is expected at the Shoal Tower site as original cofferdam structure is identified at the base of the tower under the water. This original structure is a Heritage component of the site.
- .5 Access to areas outside the actual fortification towers does not require coordination with Parks Canada. These areas are within free public access. Any direct access to the ditches or within the actual fortification shall be coordinated with Parks Canada by use of a schedule and routine communications. Work involving ladders, lifts, or other equipment requires coordination with site operations. In addition to scheduling, a minimum of two (2) working days advance notice is to be communicated.
- .6 All three towers are constructed of stone masonry, brick masonry, wood roof structures, with steel entrance doors and shutters. Murney Tower has a moat lined with stone masonry creating an escarpment. Cathcart has low, rough stone walls forming an escarpment around it. A Design Consultant has been retained by Parks Canada to produce Asset Condition Reports for the towers for the following specifics: Masonry, windows and doors, roofing, mechanical and power systems and environmental conditions. The reports are included in the list of available documents.

Objectives:

- .7 The main objective of this project is to implement construction on various sites by the Construction Management Delivery Method. The Team consists of: i) Parks Canada project management and technical resources, ii) Design Consultant and iii) Construction Manager.

The Design Consultant consists of engineering and heritage design specialists and has been retained to produce asset condition reports, assist in developing scope and budget, produce design and construction documents, and conduct site reviews during construction.

The Construction Manager (CM) consists of a team capable of delivering the services defined in this proposal call.

- .8 The initial objective of the project is to review the sites, and in conjunction with the asset condition reports, provide feedback to Parks Canada and the Design Consultant.

Confirmation of the construction scope and cost estimates (Class D and C) is the essential deliverable following review of the assets and the asset condition reports. The CM will confirm the initial estimates and advise on additional construction scope following the review. The report documents will be supplemented to include the CM advice and scope which is accepted by Parks Canada and the Design Consultant.

- .9 The second CM objective, once fully familiar with the asset conditions, is to provide strategic advice on: the sequence of the work, the procurement of trade work by tender packages (a draft list of packages) and schedule. The procurement strategy of tender packages is to provide best advantage to Parks Canada concerning budget and the overall project delivery. Additionally, the CM will produce a Risk Management Plan which identifies risks associated with the procurement of trade work and implementation of the construction. The procurement strategy, the estimates and the risk management

plan are living documents to be updated with the progress of reviews, tender and construction. All changes are to be approved by Parks Canada.

Prior to tender packages being advertised, the CM will work with the project team: Parks Canada and Design Consultant to review the construction documents (at 50% and 99% complete). The CM will: i) provide advice on constructability, ii) provide updated estimates to the Class B and A levels, iii) write trade-scope documentation to accompany each tender package identifying parameters of work for bidding trades.

It is incumbent on the CM and all members of the team to commit to the content of the heritage conservation approach document.

- .10 The third CM objective is to conduct the tender process. The Design Consultant will provide drawings and specifications (construction documents) for each tender package, describing construction scope. The construction documents will be produced in quantity and sequence to allow the CM to meet the agreed tendering schedule. Changes to this schedule require approval of Parks Canada.
- .11 The fourth CM objective is to implement the construction work similar to a General Contractor.

A list of available documents:

- 1) Asset Condition Reports
- 2) Design Development Documents / Report
- 3) Heritage Conservation Approach Document

PD 2.3 SCOPE OF WORK AND ASSOCIATED REQUIRED SERVICES

A - General:

- .1 The estimated construction budget for the work at the Three Towers (Murney, Shoal, Cathcart) is \$2 million dollars.
- .2 Attend regular Project meetings with the Parks Canada project manager and the Design Consultant.
- .3 Provide advice to Parks Canada and the Consultant with respect to construction and market conditions.
- .4 Provide updated documentation throughout the project: Schedule, Budget, Changes (Site records, change notices), Technical document tracking (Construction Documents, Shop Drawings).
- .5 Assist in providing liaison and coordination among government authorities, utilities, and other authorities having jurisdiction.

B – Response to Asset Condition Reports and Design Development Documents:

- .1 Estimation and Cost Control:
 - 1.1 Confirm or prepare a Class C construction cost estimate.
 - 1.2 Advise Parks Canada if it appears that the construction cost estimate may exceed the project budget, and make recommendations for corrective action.
- .2 Scheduling:

Prepare a preliminary overall project schedule, in consultation with Parks Canada and the Design Consultant for the team's review. Account for the sequence and timing of the required basic decisions, including design time, approvals, preparation of documentation, bid calls and subsequent evaluations, trade contract awards, on-site construction activities, and the anticipated date of Substantial Performance of the Work.

.3 Constructability:

Provide advice on site use and possible improvements, selection of materials, assembly systems, and equipment. Provide recommendations on construction feasibility, availability of materials and labour, time requirements for installation and construction, and factors related to alternative designs and possible economies.

.4 Provide list of tender packages as a strategy for the procurement of the work.

C – Construction Documents and Tender:

.1 Constructability:

Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies.

.2 Make recommendations to Parks Canada and the Design Consultant regarding the scope of tender packages and work to be performed by the Construction Manager's own forces to help facilitate subsequent bidding and award of Subcontractor/Trade and Supply contracts.

.3 Review the Specifications and Drawings (construction documents) for each tender package. Provide recommendations to Parks Canada and Design Consultant regarding:

- 3.1 Constructability
- 3.2 Coordination among the Subcontractors/Trade
- 3.3 Clarity
- 3.4 Consistency
- 3.5 Equipment or materials to be pre-ordered to meet the project schedule.

.4. Assist the Design Consultant in preparing bid documents for Subcontractors/Trades. Write trade-scope documents which accompany the construction documents and define parameters for limits of work: inclusions and exclusions. Assist in determining contract security requirements. Document sets will be reviewed by Parks Canada and the CM at 50% and 99% milestones. The purpose of the Parks Canada review is for compliance with Departmental Standards and technical expertise where available. The purpose of the CM review is for constructability and planning of the implementation.

.5 Estimation and Cost Control:

The CM will be tasked with Budget Management of the overall series of tender packages but the Design Consultant will still provide estimates and review CM estimations for each package. Deliverables will include to:

- 5.1 Prepare construction cost estimates: Class B (50% construction document review) and Class A (99% construction document review).
- 5.2 Advise Parks Canada if it appears that the Construction Cost Estimate may exceed the Project budget, and make recommendations for corrective action.
- 5.3 Establish a cost control program, prepare a cash flow forecast for the Project and make recommendations for corrective action.
- 5.4 Update the cash flow forecasts for the Project.
- 5.5 Advise Parks Canada if it appears that the Construction Cost Estimate may exceed the Project budget and make recommendations for corrective action.

.6 Scheduling:

- 6.1 Review and update the Project schedule with appropriate details.
- 6.2 Advise Parks Canada if it appears that the Project schedule may vary from the approved Project schedule.
- 6.3 Make recommendations for corrective action, including changes to Project scope, schedule or budget.
- 6.4 Make recommendations to Parks Canada regarding any equipment or materials which should be pre ordered to meet the Project objective.

D- Construction Procurement Phase

.1 Scheduling:

Review and update the Project schedule with appropriate details.

.2 Contracting:

- 2.1 Develop methods of solicitation for Subcontractors and the distribution of addenda
 - 2.2 Prepare the prequalification criteria for Subcontractors and Suppliers as required by Parks Canada.
 - 2.3 Review for completeness and coordinate all bid documents for the solicitation of competitive bids for the Work to be performed by Subcontractors.
 - 2.4 In the case where the CM intends to offer forces to perform any trade work, The CM may submit a bid for the relevant trade package. All bids for the package will be received at the Design Consultant's office and tender opening will be managed by the Design Consultants and Parks Canada.
 - 2.5 All trade contracts will be direct contracts to the CM firm. Copies of these agreements will be made available to Parks Canada upon request.
- .3 Part-time resident service is desired for Stone Masonry and a certified roofing inspector to provide resident services during construction of roofing, waterproofing systems
- .4 Update the cash flow forecasts for the Project.

E- Construction

- .1 Chair and minute regular Project meetings with the Parks Canada project manager and Design Consultant.

.2 Cost Control and Accounting:

- 2.1 Prepare and update the Construction Cost and cash flow forecasts in accordance with the Project budget.
- 2.2 Develop, implement and maintain a system of Project cost control and accounting.
- 2.3 Advise Parks Canada and the Consultant on the variances between actual cost and Construction Cost Estimate.
- 2.4 Provide reasonable assistance and information to permit recovery of all tax rebates where applicable.
- 2.5 Regarding Progress payment invoices, PCA requires full back-up documentation to support billing. The following components of billing must be identified:

- 2.5.1 Each trade package including all subcontract trade work (includes trade work, supply contracts and service contracts), CM work, Soft Costs (such as rentals) and CM fees for each project site and totaled for the project. Percentage completes per subcontract, per site and previous invoice amounts are to be identified.
- .3 Provide recommendations to Parks Canada for necessary changes to maintain the Project budget and Project schedule.

F – Post Construction

- .1 General Service:
- 1.1 Prepare final Construction Cost report.
- 1.2 Provide site record drawings. The As-Built Record Drawing component is to provide red line site record drawings to the Design Consultant to be used for updating the Fort Henry Conservation Plan Drawing Set with reference notes on project scope, areas of intervention (construction and archaeology) and incorporating as-built details.
- 1.3 Assist the Design Consultant to produce the Record Document set for Parks Canada.
- .2 Assist Parks Canada in conducting post-construction occupancy review.

Summary of Construction Manager (CM) Team Expertise:

From the scope of work, Parks Canada requires the Construction Manager (CM) to have the following expertise: i) Heritage Design and Construction/ technical expertise, ii) Estimation / Quantity Surveying, iii) Procurement / Tendering and contract management of Subcontractor/Trade work, and iv) Construction site control and management including quality control and specific trade coordination.

PD 2.4 CONSTRAINTS AND CHALLENGES

- .1 Challenges related to this work include the coordination of operations by SLPC and timing of construction to minimize impact of interventions.

PD 2.5 FUNCTIONAL REQUIREMENTS

- .1 This section not used

PD 2.6 DESIGN CODES AND REGULATIONS

- .1 The standards, codes, and regulations to be used for the design and construction of the works shall include but are not necessarily restricted to:
- Federal and Provincial Environmental Regulations and Acts;
 - Federal and Provincial Occupational Health and Safety Regulations; and
 - Canada Labour Code (including latest revisions of all regulations)
 - Parks Canada: Standards and Guidelines for the Conservation of Historic Places in Canada
 - National Building Code of Canada, latest edition.

PD 2.7 PROJECT DELIVERY APPROACH

- .1 A Construction-Management delivery method will be used to deliver this project. The intent is to best address the overall project issues: i) three distinct sites with similar but not identical scopes, ii) logistical

challenges of two sites involving access by water, iii) phasing of work to accommodate operations within and adjacent to the sites, and iv) assembling the diverse team of experts required to deliver the project.

The Construction Management model for the project involves the Design Consultant and a Construction Manager (CM) reporting directly to the Parks Canada project manager (PM). This tripartite team will address all aspects of project delivery responsibility as follows:

- a) Departmental representation and day-to-day contract management is the responsibility of the PM. Client responsibilities: financial and real property are managed by the PM
- b) Asset Condition Reporting, Design Services and deliverables up to and including the Design Development phase will be the responsibility of the Design Consultant as described in this Terms of Reference. Cooperative review will occur at milestones by the PM, internal resources within Parks Canada and associated branches such as Federal Heritage Board Review Office (FHBRO).
- c) During the Construction Document phase the procurement of the CM will occur. The CM will be responsible for developing a tender schedule of scope packages for work not being done by CM's own forces. The Design Consultant will advise on this schedule and the final schedule of tenders will be agreed by all parties. The Design Consultant will produce the tender packages for review by the PM and CM. PM reviews for Parks Canada Departmental requirements and CM reviews for constructability and scope content. It is probable that Construction Documents for later packages will be produced while work on site commences for initial packages / CM own forces work.
- d) Construction phase responsibilities of the CM will include the following: Site management and access control, Overall Health and Safety requirements, Overall construction schedule management including management and coordination of all trade work on site, overall budget management for tender packages, On site quality control for all trade work, Operation and maintenance manual production and close-out procedures of the built work.
- e) Tendering phases will be managed by the CM with the assistance of the PM and Design Consultant.

PD 2.8 SCHEDULE

- .1 To meet the overall project schedule the CM will require a robust team and maintain schedule control. The plan and capability to meet these project milestones is to be presented in the CM proposal. The current schedule is to complete the Design Phase prior to March 1, 2018 and also commence Construction prior to March 31, 2018.

PD 2.9 EXISTING DRAWING AND DOCUMENTATION

- .1 The existing drawings and documents provided by Parks Canada for this project are to be treated as reference material only. Parks Canada cannot ensure their completeness and accuracy. As such the Design Consultant is responsible to review, confirm all information, and redraw them as required to prepare the construction documents.

PROJECT ADMINISTRATION

PA 1 PROJECT ADMINISTRATION

PA 1.1 GENERAL

- .1 The following administrative requirements apply during all phases of the project delivery. Requirements described in this section of the Term of Reference are to be read in conjunction with the RFP and solicitation documents.

PA 1.2 PARKS CANADA PROJECT MANAGEMENT

- .1 The Project Manager assigned to the project is also the Departmental Representative.
- .2 The Departmental Representative is directly concerned with the project and responsible for its progress on behalf of Parks Canada.
- .3 The Departmental Representative is the liaison amongst and between the CM, Design Consultant, and Parks Canada resources by established lines of communication based on contract relationship.
- .4 Parks Canada administers the project and exercises continuing control over the project during all phases.
- .5 Unless directed otherwise by the Departmental Representative, the Consultant obtains all Federal requirements and approvals necessary for the work from the Departmental Representative.

PA 1.3 LINES OF COMMUNICATION

- .1 Unless otherwise directed by Parks Canada Departmental Representative, conduct all project communication through the Parks Canada Departmental Representative.
- .2 Contact between the CM and the Parks Canada personnel shall be through the Parks Canada Departmental Representative. Direct communication between members of the Parks Canada Project Team on routine matters is required to enable the discussion and resolution of technical issues. However, no communication shall alter the terms of the project scope, budget or schedules unless directed in writing by the Parks Canada Departmental Representative.
- .3 During construction tender, Parks Canada Contracting conducts all correspondence with bidders and administers the contract award.

PA 1.4 MEDIA

- .1 The CM shall not respond to requests for project related information or questions from the media. Such inquiries are to be directed to the Departmental Representative.

PA 1.5 GENERAL PROJECT DELIVERABLE

- .1 Where deliverables and submissions are required they shall be submitted in accordance to the construction documents.
- .2 All specifications and drawings will be generated and distributed in the format using layering and file protocols as prescribed in the "Doing Business with A&E, PWGSC Ontario Region".

PA 1.6 ACCEPTANCE OF PROJECT DELIVERABLES

- .1 While Parks Canada acknowledges the CMs obligations to meet project requirements, the project delivery process entitles Parks Canada to review work. Parks Canada reserves the right to reject undesirable or unsatisfactory work. The Consultant must obtain Departmental Representative acceptances during each of the project stages.
- .2 Acceptances indicate that, based on a general review of material for specific issues, the material is considered to comply with governmental and departmental objectives and practices, and that overall project objectives are being satisfied.
- .3 The acceptance does not relieve the CM of responsibility for the work and compliance with the contract.
- .4 Parks Canada acceptances do not prohibit later rejection of work that is determined to be unsatisfactory at later stages of review. If progressive design development or time/cost/risk updates or technical investigation reveals that earlier acceptances must be withdrawn, the CM is responsible for revising the work for acceptance at the CM's cost.
- .5 Acceptances by other agencies and levels of government may be required to supplement Parks Canada acceptances. The Consultant shall assist the Departmental Representative in securing all such acceptances and adjust all documentation as required by such authorities when securing acceptance.

PA 1.7 MEETINGS

- .1 The Departmental Representative shall arrange meetings on an if-and-when needed basis during the design phase. Typically these meetings would include one (1) meeting at project start up and two additional meetings at each major package submission.
- .2 The Parks Canada Project Manager (PM) will chair the meetings for the pre and post-construction phases of the project. The Design Consultant will attend all meetings throughout the entire project duration, record the issues and decisions, and prepare and distribute minutes within two (2) working days of the meeting. The CM will chair the meetings during the construction phase of the project, and will attend all meetings throughout the remainder of the project duration.

PA 1.8 HEALTH AND SAFETY

General Requirements for Construction Manager

- a. Develop written Site-Specific Health and Safety Plan (SSHSP) for each contractor on site, based on hazard assessment prior to beginning any fieldwork and continue to implement, update, maintain, and enforce the plan through all phases of the project.
- b. The SSHSP needs to cover all activity of the CM team (CM personnel, and sub-consultant and contractors engaged by the CM).
- c. Any underwater inspection will require a separate Site Specific Health and Safety Plan for the diving work, together with a copy of the Ministry of Labour Dive Notice. These documents shall be submitted to the Departmental Representative.
- d. The CM shall incorporate in his SSHSP and abide with any additional constraint or safety requirement imposed by Parks Canada for accessing and using Parks Canada property or part thereof.
- e. Coordinate fieldwork with Parks Canada activity on or adjacent to the project site.
- f. Provide all required personal protective equipment (PPE), other equipment and material as required to meet the intent of the safety requirement set in the SSHSP, or as required by the Provincial Occupational Health and Safety Legislation.
- g. The CM shall be responsible for health and safety for all of their team on site, and for protection of general public and government employee adjacent to site to the extent that they may be affected by conduct of the fieldwork.
- h. Assign responsibility and obligation to a Competent Person or Supervisor to oversee the field work. At the Competent Person's discretion, the fieldwork may be stopped if necessary or advisable for reasons of health or safety. The Departmental Representative may also stop work for health and safety considerations.
- i. During the Construction Phase of the project update the SSHSP and abide by any additional constraints or safety requirements due to construction.
- j. Prior to starting fieldwork attend a Safety Briefing meeting with Parks Canada.
- k. Submit signed Parks Canada Health and Safety Attestation form prior to attending the site.

Reference Codes and Standards

- a. Occupational Health and Safety Act Revised Statutes of Ontario 1990, Chapter O.1 as amended, and Regulations for Construction Projects, O. Reg. 213/91 as amended.
- b. Canada Labour Code.
- c. Ontario Diving Regulations no. 629/74 and CSA Diving Standard Z275.04-02.
- d. NBC Latest Edition, Division B, Part 8 Safety Measures at Construction and Demolition Sites.
- e. Workplace Safety and Insurance Act, 1997.
- f. Municipal statutes and authorities.
- g. PCA Standards and Guidelines

Submittals

- .1 Submit Site-Specific Health and Safety Plan five (5) days prior to commencement of fieldwork. Health and Safety Plan must include:
 - a. Results of site specific safety hazard assessment;
 - b. Mitigation and precaution measures that will be implemented as a results of safety and health risk or hazard analysis for site tasks and operations;
 - c. Construction Manager safety related communication procedures; and
 - d. Contingency and Emergency Response Plan addressing standard operating procedures specific to the project site to be implemented during emergency situations. Where applicable, coordinate plan with existing Parks Canada Emergency Response requirements and procedures provided by Departmental Representative.
- .2 In addition to the SSHSP the following documents shall also be submitted:
 - a. A copy of the CM Team WSIB Clearance Certificates; and
 - b. Occupational health and safety training and certification records: the CM must provide documentation verifying that all members of the CM team have received the appropriate safety training including equipment operation training as required to perform the specific field work.
 - c. Signed Parks Canada Health and Safety Attestation form.
- .3 The Departmental Representative may respond in writing, where deficiencies or concerns are noted, and may request re-submission with correction of deficiencies or concerns either accepting or requesting improvements.
- .4 Departmental Representative's review of CM's final SSHSP should not be construed as approval and does not reduce the CM's overall responsibility for construction Health and Safety at the project site.

End of Terms of Reference

Definitions

The following Definitions apply to this *Contract Documents*. References in the definition to the singular shall be considered to include the plural as the context requires.

Class A Construction Cost Estimate

The *Class A Construction Cost Estimate* is an estimate of the *Construction Cost* based on the completed *Contract Documents*. *Class A Construction Cost Estimate* is the final estimate before the bid or proposal call. *Class A Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project* schedule, all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

Class B Construction Cost Estimate

The *Class B Construction Cost Estimate* is an estimate of the *Construction Cost* with a level of precision that is based on the degree of completion of the *Contract Documents* at the time of preparation of the estimate. The *Class B Construction Cost Estimate* is typically prepared when all site or installation investigations are completed and the design of the major systems and sub-systems of the *Project* (including outline specifications and preliminary drawings and models) are well underway. *Class B Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project* schedule, all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

Class C Construction Cost Estimate

The *Class C Construction Cost Estimate* is an estimate of the *Construction Cost* based on updated *Owner* requirements, general description of the *Project*, preliminary site information and existing conditions, and takes into consideration market conditions as well as basic implementation logistics. *Class C Construction Cost Estimate* shall include labour and material costs and the *Owner's* construction contingencies and allowances.

Class D Construction Cost Estimate

The *Class D Construction Cost Estimate* is an estimate of the *Construction Cost* based on the *Owner's* functional requirements to the degree known at the time. The *Class D Construction Cost Estimate* shall as a minimum be based on historical cost data for similar projects, suitably adjusted for such factors as inflation, location, risk, quality, size, and time. All related factors affecting cost are considered to the extent possible. The *Class D Construction Cost Estimate* provides the *Owner* an indication of the order of magnitude of the *Construction Cost* for a project completed within the estimated completion date, and shall include labour and material costs and the *Owner's* construction contingencies and allowances.

Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Construction Manager* to proceed with a change in the *Work* within the general scope of this *Contract* prior to the *Owner* and the *Construction Manager* agreeing upon an adjustment in any or all of the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time*.

Change Order

A *Change Order* is a written amendment to this *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Construction Manager* stating their agreement upon:

- A change in the *Services*;
- A change in the *Work*;
- The method of adjustment or the amount of the adjustment in the *Construction Manager's Fee*, if any;

- The method of adjustment or the amount of the adjustment in the *Guaranteed Maximum Price*, if any;
- The extent of the adjustment in the *Contract Time*, if any; and
- The options described in Article A-8 of the Agreement – OPTIONS.

Construction Cost

Construction Cost means the actual cost of all elements of the *Project* including all applicable taxes but excluding the applicable value added taxes, whether recoverable or not. *Construction Cost* does not include the *Construction Manager's Fee*, the reimbursable expenses for the *Services* as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES and the compensation of the *Consultant*.

Construction Cost Estimate

Construction Cost Estimate is either a *Class A Construction Cost Estimate*, a *Class B Construction Cost Estimate*, a *Class C Construction Cost Estimate*, or a *Class D Construction Cost Estimate*, as the context shall require and is prepared with a level of precision commensurate with the level of detail of information available at the time.

Construction Documents

The *Construction Documents* consist of the *Specifications* and *Drawings* that are consistent with the *Contract Documents* and are prepared by the *Consultant* and accepted by the *Owner* after execution of the Agreement for the performance of the *Project*.

Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

Construction Manager

The *Construction Manager* is the person or entity identified as such in the Agreement.

Construction Manager's Fee

The *Construction Manager's Fee* is the *Construction Manager's fee* for performing the *Services* and the *Work* and the amount is as stipulated in Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE.

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*.

Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

Contract Documents

The *Contract Documents* consist of those documents listed in Article A-4 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE SERVICES AND THE WORK.

Cost of the Work

The *Cost of the Work* is the amount stipulated in Article A-7 of the Agreement – COST OF THE WORK which excludes *Value Added Taxes*.

Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

Guaranteed Maximum Price

The *Guaranteed Maximum Price* is the amount, if any, stipulated in paragraphs 8.2 or 8.3 of Article A-8 of the Agreement – OPTIONS which excludes *Value Added Taxes*. In the event that no amount is stipulated in paragraphs 8.2 or 8.3 of Article A-8 of the Agreement – OPTIONS, the provisions pertinent to the *Guaranteed Maximum Price*, wherever they appear in this *Contract*, shall be individually inoperative and considered as deleted from this agreement.

Notice in Writing

A *Notice in Writing*, where identified in this *Contract*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-10 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the Agreement.

Price of the Services

The *Price of the Services*, which excludes *Value Added Taxes*, is the sum of the *Construction Manager's Fee* for the *Services* as stipulated in paragraph 5.2 of Article A-5 – CONSTRUCTION MANAGER'S FEE and the reimbursable expenses for the *Services* as stipulated in paragraph 6.1 of Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES.

Price of the Work

The *Price of the Work*, which excludes *Value Added Taxes*, is the sum of the *Construction Manager's Fee* for the *Work* as stipulated in paragraph 5.3 of Article A-5 – CONSTRUCTION MANAGER'S FEE and the *Cost of the Work*.

Product

Product means material, machinery, equipment, and fixtures incorporated into the *Work*, but does not include *Construction Equipment*.

Project

The *Project* means the total construction as described in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT contemplated by the *Owner* of which the *Work* may be the whole or a part.

Services

The *Services* means all services described in Schedule A1 to the Agreement – SERVICES AND COMPENSATION to be performed by the *Construction Manager* under this *Contract*.

Shop Drawings

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Construction Manager* provides to illustrate details of portions of the *Work*.

Specifications

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

Subcontractor

A *Subcontractor* is a person or entity having a direct contract with the *Construction Manager* to perform a part or parts of the *Work* at the *Place of the Work*.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Price of the Work* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents*, as required for the performance of the *Work*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Construction Manager* to supply *Products*.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

Value Added Taxes

Value Added Taxes means such sums as shall be levied upon the *Owner's* payment to the *Construction Manager* by the Federal or any Provincial or Territorial government and is computed as a percentage of such payment and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any other similar tax, the collection and payment of which have been imposed on the *Construction Manager* by the tax legislation.

Work

The *Work* means the total construction and related services to be performed by the *Construction Manager* as required by the *Contract Documents* but does not include *Services*.

Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

ANNEX "B" – BASIS OF PAYMENT

OFFER

The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Proposal Documents for the **TOTAL PROPOSAL AMOUNT** for each work item:

1 - TOTAL PROPOSAL AMOUNT – BASE CONTRACT

Item no.	Description	Amount (excluding taxes)																								
1.1	Estimated Construction Costs	\$2,000,000.00																								
1.2	Fees Fixed fee (firm price) for project administration and execution of the required services (RS)	\$ _____																								
1.3	Fees A percentage Construction Fee: _____ % x \$2,000,000.00 = → → → → → → → → → →	\$ _____																								
1.4	Additional Personnel Firm hourly rates (inclusive of labor costs, fixed costs, overhead and profit) for additional personnel required to perform the work.	\$ _____																								
	<table border="1"> <thead> <tr> <th>Category of Personnel</th> <th>Estimated number of days (X)</th> <th>Firm per Diem Rate (Y)</th> <th>Extended Price (X * Y)</th> </tr> </thead> <tbody> <tr> <td>Construction manager lead/Senior Project Manager</td> <td>15</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>Cost Estimation & Control Specialist</td> <td>5</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>Superintendent</td> <td>15</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>Heritage Construction Coordinator</td> <td>10</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td colspan="3" style="text-align: right;">Total</td> <td>→ → → →</td> </tr> </tbody> </table>		Category of Personnel	Estimated number of days (X)	Firm per Diem Rate (Y)	Extended Price (X * Y)	Construction manager lead/Senior Project Manager	15	\$ _____	\$ _____	Cost Estimation & Control Specialist	5	\$ _____	\$ _____	Superintendent	15	\$ _____	\$ _____	Heritage Construction Coordinator	10	\$ _____	\$ _____	Total			→ → → →
	Category of Personnel		Estimated number of days (X)	Firm per Diem Rate (Y)	Extended Price (X * Y)																					
	Construction manager lead/Senior Project Manager		15	\$ _____	\$ _____																					
	Cost Estimation & Control Specialist		5	\$ _____	\$ _____																					
	Superintendent		15	\$ _____	\$ _____																					
Heritage Construction Coordinator	10	\$ _____	\$ _____																							
Total			→ → → →																							
TOTAL PROPOSAL AMOUNT Sums of items 1.1 to 1.4		\$ _____																								

Notes:

The quantities and categories of personnel identified in 1.4 above are for evaluation purposes only and shall 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.

Any errors in the addition or multiplication of the amounts shall be corrected by Canada to obtain the Total Proposal Amount.

Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

Description of the items contained in the Basis of Payment:

1. Fees

1.a) Fixed Fee for project administration and execution of the required services

The fixed fee for the project administration and execution of the required services will be paid in proportion to the progress of services provided. They will constitute reimbursement for services provided by the Contractor's key personnel as specified in detail in the Terms of Reference (Annex A). **All required services specified in the Terms of Reference are to be included in and covered by the fixed monthly fee portion of the contract.**

The fixed fee will include the following:

- 1) all overhead, administration, mark-up and profit for key-personnel 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 construction costs (item no. 2).
- 2) the actual cost of all personnel employed or contracted by the Project Officer to deliver the services specified in the Terms of Reference and includes all payroll costs such as salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums and any other benefits. Do not include contracted personnel of sub-trades that will perform the construction;
- 3) the salaries, benefits or other compensation for the Project officers, directors, principals and support staff of the key personnel;
- 4) Travel and accommodation costs related to the Work for the duration of the Contract, of the key personnel;
- 5) All other costs which may be considered disbursements unless specifically listed;
- 6) Any part of the key personnel capital expenses, including the capital employed for the Work, unless otherwise expressly provided herein;
- 7) the costs associated to the site personnel and vehicles;
- 8) The cost of the Contractor's general liability and risk insurance;
- 9) The cost of the Contractor's performance bond.
- 10) Fees, levies, permits, costs and charges levied by authorities having jurisdiction at the Site (see RS18.6 of the Terms of Reference).
- 11) The costs of the health and safety officer.

1.b) Percent Construction Fee

The percent construction fee includes:

- a. The Contractor's percentage mark-up for overhead, profit and general administration costs;
- b. All costs that have not been identified for reimbursement under Item 1 a) *Fixed Fee*, item 2 *Construction Costs* and Item 3 Additional Personnel shall 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.

2. Estimated Construction Costs

The estimated Construction Cost will be reimbursed in accordance with GC5 - Terms of Payment and will include:

1. The actual, reasonable and direct costs of subcontracts;
2. The actual, reasonable and direct costs incurred by the Contractor, as previously agreed to by Canada in performing the Work, as follows:
 - 1) Materials, products, supplies, equipment temporary services and facilities which are consumed in the performance of the Work, including the costs for preparation, transport, delivery, handling, erection, installation, inspection, protection and removal when required;
 - 2) tools, machinery and equipment, including the costs for preparation, delivery, handling, erection, installation, inspection, protection, repairs, maintenance, operation, replacement, disassembly, removal and transport;
 - 3) engineering drawings, as-builts drawings, operation and maintenance manuals and all other documents required to be provided prior to certification of Substantial Performance, as well as commissioning activities;
 - 4) Independent inspection and testing services other than those described in the construction documents;
 - 5) site office and all the necessary equipment for its operation (furniture, office supplies, computer equipment, Internet, telephone calls and faxes, cell phones, maintenance of site office, etc.);
 - 6) temporary enclosures;
 - 7) Site washrooms;
 - 8) Health and Safety sundries for visitors (hard hats, boots, gloves, goggles, masks, etc.);
 - 9) Bilingual Site signage;
 - 10) Utility costs, as applicable;
 - 11) The cost of safety measures and requirements;

- 12) Cleaning materials supplies, hand tools and consumables;
- 13) Site photos;
- 14) Printing of construction documents;
- 15) Removal and disposal of waste products and debris;
- 16) Temporary heating and snow removal;
- 17) Wages, salaries, bonuses of employees of the Contractor provided they are actually and properly engaged on the Work under the Contract (see reminder below).
- 18) The cost of the performance bonds of subcontractors, if applicable.

Reminder:

The Contractor shall not use its own personnel or that of an entity that is legally linked him to perform specialized work, unless it has received special approval from the departmental representative.

3. Additional Personnel

The Contractor shall include in the firm price sufficient personnel to complete the Work within the time frame stipulated in PD 2.8 - Schedule.

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.

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) of Annex B 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.

ANNEX "C" – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

Contracting Authority is:

Name: Nicole Levesque-Welch
Title: A/Senior Contracting Advisor
Department: Parks Canada Agency
Division: National Contracting Services
Telephone: (819) 420-9868
E-mail: nicole.levesque-welch@pc.gc.ca

Technical Authority is: *TO BE PROVIDED AT THE CONTRACT AWARD*

Name: _____
Title: _____
Department: _____
Division: _____
Telephone: ____ - _____ - ____
E-mail: _____

ANNEX "D" – CONTRACTOR'S KEY PERSONNEL

TO BE PROVIDED AT CONTRACT AWARD

Construction manager lead/Senior Project Manager is:

Name: _____

Title: _____ Telephone: ____ - ____ - ____

Email: _____

Cost Estimation & Control Specialist is:

Name: _____

Title: _____ Telephone: ____ - ____ - ____

Email: _____

Superintendents are:

Name: _____

Title: _____ Telephone: ____ - ____ - ____

Email: _____

Name: _____

Title: _____ Telephone: ____ - ____ - ____

Email: _____

Name: _____

Title: _____ Telephone: ____ - ____ - ____

Email: _____

Heritage Construction Coordinator is:

Name: _____

Title: _____ Telephone: ____ - ____ - ____

Email: _____



ANNEX D - CERTIFICATE OF INSURANCE

Description and Location of Work	Contract No. 5P201-17-5112
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured
Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment and Climate Change for the purposes of the Parks Canada Agency

Type of Insurance (Required when Checked)	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
<input checked="" type="checkbox"/> Commercial General Liability				\$	\$	\$
<input type="checkbox"/> Umbrella/Excess Liability				\$	\$	\$
<input checked="" type="checkbox"/> Builder's Risk / Installation Floater				\$		
<input type="checkbox"/> Pollution Liability				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input type="checkbox"/> Marine Liability				\$		
<input type="checkbox"/> Aviation Liability				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$

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 coverages stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone Number
Signature	Date D / M / Y

General	Commercial General Liability	Builder's Risk / Installation Floater
<p>The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on this page.</p> <p>The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment and Climate Change for the purposes of the Parks Canada Agency as an additional Insured.</p> <p>The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.</p> <p>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.</p>	<p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> (a) Blasting. (b) Pile driving and caisson work. (c) Underpinning. (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor. <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> (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. <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p>The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.</p> <p>The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.</p> <p>The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.</p> <p>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.</p> <p>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).</p>
<p>Contractors Pollution Liability</p> <p>The policy must have a limit usual for a contract of this nature, but not less than \$1,000,000 per incident or occurrence and in the aggregate.</p>	<p>Marine Liability</p> <p>The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.</p> <p>The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the <i>Marine Liability Act</i>, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.</p> <p>The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.</p>	<p>Aviation Liability</p> <p>The insurance coverage shall Include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than \$5,000,000 per incident or occurrence and in the aggregate.</p>