



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St./11 rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

This document contains security requirements.

Title - Sujet Construction Services RFSA	
Solicitation No. - N° de l'invitation EP863-180259/A	Date 2017-12-12
Client Reference No. - N° de référence du client 20180259	
GETS Reference No. - N° de référence de SEAG PW-\$\$FG-360-73953	
File No. - N° de dossier fg360.EP863-180259	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-01-09	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Simard, Jean-P	Buyer Id - Id de l'acheteur fg360
Telephone No. - N° de téléphone (819) 420-1796 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 11 LAURIER ST Gatineau Quebec K1A0S5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Construction Services Division/Division des services de
construction
11 Laurier St./11 Rue Laurier
3C2, Place du Portage
Phase III
Gatineau, Québec K1A 0S5

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

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APPLICATION FOR ELIGIBILITY

Request for Supply Arrangement (RFSA) CONSTRUCTION SERVICES

FOR

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA (PWGSC)

SOLICITATION NUMBER: EP863-180259/A

DIRECT INQUIRIES TO:

Jean-Pierre Simard
Division des services de construction / Construction Services Division
Place du Portage, Phase III
11 rue Laurier / 11 Laurier Street
Gatineau, Québec K1A 0S5

Email: jean-pierre.simard@tpsgc-pwgsc.gc.ca

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PART 1 - GENERAL INFORMATION

1.1 - Introduction

Public Works and Government Services Canada (PWGSC) is initiating a process to determine the eligibility of suppliers for a Request for Supply Arrangement (RFSA) for construction services performed for the Public Safety Special (PS(S)) using either a traditional method (General Contracting) or the Contract Management method.

This document defines the requirements for the eligibility of suppliers for this Work. Interested suppliers are required to respond to this Application for Eligibility. Only those suppliers considered by PWGSC to meet the eligibility requirements as defined in this document will be invited to submit an arrangement in response to the Request for Supply Arrangement (RFSA) to perform this work.

A supply arrangement is a method of supply used by Public Works and Government Services Canada (PWGSC) to procure goods and services. A supply arrangement is an arrangement between Canada and pre-qualified suppliers that allows identified users to solicit bids from a pool of pre-qualified suppliers for specific requirements within the scope of a supply arrangement. A supply arrangement is not a contract for the provision of the goods and services described in it and neither party is legally bound as a result of signing a supply arrangement alone. The intent of a supply arrangement is to establish a framework to permit expeditious processing of individual bid solicitations which result in legally binding contracts for the goods and services described in those bid solicitations.

Suppliers who are interested in responding to individual bid solicitations issued under a supply arrangement framework are invited to submit an arrangement to become pre-qualified suppliers. The list of pre-qualified suppliers will be used as a source list for procurement within the scope of the supply arrangement and only suppliers who are pre-qualified at the time individual bid solicitations are issued will be eligible to bid. Supply arrangements include a set of predetermined conditions that will apply to subsequent bid solicitations and contracts. Supply arrangements may include ceiling prices which may be lowered based on an actual requirement or scope of work described in a bid solicitation.

1.2 - Description of the RFSA

The Request for Supply Arrangement (RFSA) is for construction projects in support of a Client Department, Public Safety Special (PS(S)), in the National Capital Region (NCR) for various construction projects. The work done under the Supply Arrangement will include but will not be limited to:

- fit-up of offices work,
- repairs or upgrades to facilities,
- mechanical and electrical infrastructure, and
- security related initiatives work.

The work will be conducted within and/or around a high security environment requiring specific security clearances and special handling.

Therefore, each supplier being issued an arrangement as a result of the RFSA process (Phase 2), must have between one and three members of his personnel who will be security cleared at the Level III (Top Secret) issued by PS(S) before receiving any subsequent ITT or RFP done under the SA.

It can take up to six months to obtain the required security clearances for individuals. There are no direct costs or compensation charged to Suppliers proceeding to obtain security clearances. In addition to the security screening process, an in-depth interview and a polygraph test administered by PS(S) of all

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applicants is required at a location to be determined by PWGSC. Suppliers will not be compensated for any costs they incur in the security clearance process.

1.3 - Construction Scope

The contracts under the Supply Arrangement will require the Contractor to provide a number of teams comprised of construction specialists with varied skills and expertise. Exact team composition will be established for each individual Invitation to Tender (ITT) or Request for Proposal (RFP), based on the associated drawings and specifications or the Terms of Reference (Contract Management) applicable.

Main trades

Trades and Sub-contractors that may be required, but are not limited to, are the following:

1. Mechanical and related trades
2. Electrical and related trades
3. Roofing
4. Vertical Transportation
5. Metal/Wood Doors
6. Demolition
7. Windows and Glazing
8. Masonry
9. Structural Steel
10. Miscellaneous Metal
11. Concrete forming and placing
12. Finish Hardware
13. Finish Carpentry
14. Drywall Partitions
15. Acoustical Ceiling System
16. Painting/Vinyl
17. Carpet flooring
18. Ceramic tile
19. Cabling for IT infrastructure
20. Security System cabling
21. Raised floor system

Existing Standard Building Systems that may require the use of base building subcontractors: (there maybe others as the design is developed) include:

- 1) Fire Alarm
- 2) HVAC Controls/Building Automation System
- 3) Light control system

1.4 – Supply Arrangement estimated period and costs

The Supply Arrangement (SA) is estimated to be in place for a period of 5 years, and each individual project done using the SA may be up to \$10,000,000 in value (applicable taxes excluded).

1.5 - Constraints and Challenges

Project Specific constraints will be identified in each Invitation to Tender and Request for Proposal documents. The following are provided as examples only.

Contractor may be required to work extended hours, weekends, night shifts or hours as designated by the Departmental Representative to cause the least amount of disruption to other employees or tenants.

1. The contractor must follow the instruction and site safety rules established by the building operator, Brookfield Global Integrated Solutions (BGIS).
2. A facility issued work permit from BGIS is mandatory for any and all work which has the potential to affect the building infrastructure, environment, occupants, or visitor.
3. The contractor will be required to attend BGIS bi-weekly construction coordination meetings.
4. All workers accessing the Site will be required to complete a BGIS site specific orientation.
5. Only elevators, dumbwaiters, conveyors or escalators assigned for Contractor's use may be used for moving workers and material within building. Protect walls of passenger elevators, to approval of Departmental Representative (DR) prior to use. Accept liability for damage, safety of equipment and overloading of existing equipment.
6. In some instances, when working in operational areas, there will be restrictions related to site access.
7. Access request process to be followed well in advance of the needed access period. Escorts to be booked as required.
8. The Contractor may have to cooperate with other trades who may be working on the site to finish work or correct deficiencies.
9. Building operator (BGIS) shall designate which washroom facilities to be used on-site.
10. Use only existing entrances and stairs designated by the building operator (BGIS) for access to and egress from the existing buildings and various floors where contract work is to be carried out.
11. No traffic through other areas of the building will be permitted without the prior consent.
12. Use only storage areas designated by DR for construction supplies, materials and tools.
13. The contractor will be required to attend periodic construction coordination review meetings organized by the DR.
14. The contractor may be asked to use specific site approved contractors for work related to specific systems (fire alarm, building controls).
15. The contractor will be required to adhere to the site specific work restrictions and health safety protocols.
16. The contractor will be required to perform all work following specific construction standards included in the specifications and drawings.

1.6 – Security Requirements

The following provides high level contract clauses generally applicable to the Supply Arrangement. Each contract awarded under the Supply Arrangement will contain contract / project specific security clauses and security guide.

1. The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security clearance, granted or approved by the Client Department. In general, a security clearance provided by PWGSC's Canadian Industrial Security Directorate (CISD) will be accepted. However, due to the nature of the Client Department's National Security mandate, further to a CISD-issued security clearance, consultants/contractors and cleaners may have to undergo additional security processes, including, but not limited to, a security interview and/or briefing and polygraph examination, if applicable.
2. Until the security screening of the Contractor/Offeror personnel required by this Supply Arrangement has been completed to the satisfaction of the Internal Security Branch of the Client Department, the Contractor/Offeror personnel MAY NOT HAVE ACCESS to CLASSIFIED or PROTECTED information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort.
3. The Contractor/Offeror MUST NOT remove any CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

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4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Client Department, Internal Security Division.
 5. The Contractor/Offeror must comply with the provisions of the Industrial Security Manual (Latest Edition).

1.7 – Bid Solicitation Documents

Canada will use the following bid solicitation templates based on the type, the estimated dollar value and the complexity of the requirement:

- **Invitation to Tender (ITT)**, for construction services requirements;
- **Request for Proposal (RFP) – Construction management services**, for Construction Management (CM) requirements.

A copy of the templates is included herein at Annex A.

Note: References to the ITT and RFP templates in PWGSC Request for Supply Arrangements are provided as examples only. The latest versions of the templates and terms and conditions will be used at time of bid solicitation.

The bid solicitation will contain as a minimum the following:

- (a) security requirements;
- (b) a complete description of the Work to be performed;
- (c) [R2410T \(2016-04-04\)](#), General Instructions - Construction Services – (For requirements with an estimated value of less than \$100,000);
OR
[R2710T \(2016-04-04\)](#), Standard Instructions - Construction Services – Bid Security Requirements (For requirements with an estimated value of \$100,000 or more);

" Subsection 3.a) of Section GI01, Integrity Provisions - Bid of the Standard Instructions (R2410T and R2710T) incorporated by reference above is deleted in its entirety and replaced with the following:

a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors."
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) certifications;
 - i. SACC Manual [A3005T](#) and [A3010T](#) for service requirements when specific individuals will be proposed for the work;
 - ii. Integrity Provisions;
 - iii. Certificate of Insurance;

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- iv. Listing of Subcontractors;
- v. Voluntary Reports for Apprentices Employed During the Contract (if applicable).

(i) conditions of the resulting contract.

1.8 – Resulting Contract Clauses

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using the template:

- (a) **Invitation to Tender (ITT)**, the Contract Documents (CD) identified in this template will apply to the resulting contract for construction requirements;
- (b) **Request for Proposal (RFP) - Construction Management Services**, the Contract Documents (CD) identified in this template will apply to the resulting contract for construction management requirements.

A copy of the templates is included herein at Annex A.

Note: References to the ITT and RFP templates in PWGSC Request for Supply Arrangements are provided as examples only. The latest versions of the templates and terms and conditions will be used at time of bid solicitation.

PART 2 - PROCUREMENT PROCESS

2.1 – Two Phases Procurement Approach

Given the nature of the Work, it is essential that the successful suppliers have the competence and experience to realize the required work. A two-phase procurement approach will be followed.

Phase 1 – Application for Eligibility: All interested suppliers must submit the required information in response to the mandatory requirements used to determine their eligibility. In order to determine their eligibility, an initial security verification will be performed as well as a verification of their capacity to provide the required Contract Security which will form part of Invitation to tenders and Request for Proposals issued under the supply arrangement.

Phase 2 – Request for Supply Arrangement (RFSA): A Request for Supply Arrangement (RFSA) will be sent only to suppliers who met each mandatory requirements of Phase 1. The decision to participate or not to the RFSA in Phase II remains with each eligible supplier as determined in Phase 1.

Should there be an insufficient number of eligible suppliers after Phase 1 to permit a competition in Phase 2, Public Works and Government Services Canada reserves the right to cancel Phase 2 or to modify the requirements and re-publish the solicitation using the same or a different approach. The assessment of the sufficiency of number of eligible suppliers will be at PWGSC's sole and absolute discretion.

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2.2 – Phase 1- Application for Eligibility

1 – Application Requirements and Evaluation

All applications of eligibility will be reviewed and evaluated by PWGSC. Public Works and Government Services Canada may accept or reject any, or all, applications for eligibility.

The requirements specified at 3.2 “Mandatory Requirements” of this Application for Eligibility are mandatory and will be evaluated on a Pass/Fail basis. Failure to provide the information in accordance with the mandatory requirements will result in the supplier not being considered as eligible.

Following completion of the application evaluation, PWGSC will send notices to Suppliers individually to notify them of the result of their evaluation. .

2 - Format of the Application

In order to facilitate the evaluation of applications, suppliers must submit one (1) original and three (3) copies of all document provided in response to the Application for Eligibility.

3 – Eligibility

Only those Suppliers who met successfully all mandatory requirements in Phase 1 will be allowed to continue to Phase 2 of the process and, consequently, will receive the Request for Supply Arrangement (RFSAs).

2.3 – Instructions to Suppliers

1 - Submission of Applications

- i. The Application for Eligibility, duly completed, must be enclosed and sealed in an envelope provided by the Supplier, and must be addressed and submitted to the office designated below. The application must be received on or before the date and time set for application closing.
- ii. Prior to submitting the application, the Supplier must 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.
- iii. Timely and correct delivery of applications is the sole responsibility of the Supplier.

2 - Reception of Applications

The Applications for Eligibility must be submitted to:

Bid Receiving Unit

Public Works and Government Services Canada
Place du Portage, Phase III Main Lobby Core 0B2
11 Laurier Street Gatineau, Québec K1A 0S5

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Ensure the following information is clearly written on the application:

Application for Eligibility - Request for Supply Arrangement – Public Safety (Special)

SOLICITATION NO: EP863-180259/A

Timely and correct delivery of applications for eligibility is the sole responsibility of the Supplier.

3 - Enquiries

Enquiries regarding this document and process must be submitted in writing to the Contracting Officer named in below article 4 as early as possible within the solicitation period. Enquiries should be received no later than five (5) business days prior to the closing date to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.

To ensure consistency and quality of the information provided to suppliers, the Contracting Officer will examine the content of the enquiry and will decide whether or not to issue an amendment.

All enquiries and other communications related to this Application for Eligibility process sent throughout the Application for Eligibility period are to be directed **ONLY** to the Contracting Officer named in below article 4. Non-compliance with this requirement during the application for eligibility period can, for that reason alone, result in disqualification of an application.

4 - Contracting Authority

Jean-Pierre Simard
Public Works and Government Services Canada
Real Property Contracting Directorate
Construction Services Division
3C2, 11 Laurier Street, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

Email: jean-pierre.simard@tpsgc-pwgsc.gc.ca

PART 3 - GENERAL INFORMATION AND INSTRUCTIONS FOR THE APPLICATION FOR ELIGIBILITY

Part 3 of this document sets out specific information, documents and other items to be provided with the application for eligibility against which the responses received will be evaluated.

All information, documents and all other items identified in the following section must be completed and submitted with the supplier's Application for Eligibility.

3.1 Evaluation Procedures

3.1.1 - Evaluation

This section outlines the information suppliers are required to submit. To be determined eligible, suppliers must meet the mandatory requirements set out in this document. Applications not meeting the Mandatory Requirements will not be given any further consideration. Requirements shall be evaluated according to the mandatory criteria.

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3.1.2 - Basis of Selection for Phase 1- Application for Eligibility

To be declared responsive and move to Phase 2 (the Request for Supply Arrangement) an application for eligibility must meet all mandatory requirements herein. Any element of the Application for Eligibility that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Applications that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

3.1.3 - Applications Requirements and Evaluation

The requirements set out in below Section 3.2 will be evaluated by an Evaluation Board.

3.2 MANDATORY REQUIREMENTS

Mandatory Requirement 1

Initial Security Verification

In order for the client department to proceed to the Initial Security Verification, the Supplier must complete form 1 "Initial Security Verification". This form must be correctly completed in all respects and must be signed by a duly authorized representative of the Supplier. The supplier will be notified if their firm has passed/failed the Initial Security Verification. Canada's decision regarding this verification is final and the supplier agrees to accept it.

Mandatory Requirement 2

Contract Security Capacity Verification

The Supplier must provide proof that he has the capability of providing contract security in accordance with R2890D (2014-06-26) General Condition 9 "Contract Security" based on a full potential project value of \$10,000,000.00 dollars.

This proof, must be provided in the form of a letter from either a Financial Institution or a Bonding Company, approved by Canada, stating that the Supplier has the capability of providing contract security in accordance with the requirements of R2890D.

Acceptable Financial Institutions and Bonding Companies are defined in R2890D (2014-06-26) General Condition 9 "Contract Security", at the following address:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2890D/8>

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FORM 1

INITIAL SECURITY VERIFICATION

Legal Operating name of the Supplier: _____
Mailing Address: _____ _____ _____
Telephone No.: () -
E-mail Address: _____
Suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation. Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners.

<u>Board of Directors / Owner(s)</u>		
<u>First Name</u>	<u>Last Name</u>	<u>Position/Title</u>

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ANNEX A

Invitation to Tender (ITT) and Request for Proposals (RFP) Templates

Note: References to Invitation to Tender (ITT) and Request for Proposals (RFP) Construction Management Services templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

INVITATION TO TENDER

(Insert project title)
(Insert location)

IMPORTANT NOTICE TO BIDDERS

PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

Prompt Payment Principles

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

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

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

THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Bidders", SI09, "Industrial Security Related Requirements" and "Supplementary Conditions" SC01 "Industrial Security Related Requirements, Document Safeguarding Location".

ASPHALT CEMENT PRICE ADJUSTMENT

This solicitation includes a price adjustment clause for asphalt cement. Refer to the Supplementary Conditions.

PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <http://www.tpsgc-pwgsc.gc.ca/comm/vedette-features/2016-04-19-00-eng.html>

ADDITION OF TERMINOLOGY

Take note of the additional paragraph included in clause R2810D identified in SC05.

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ELEVATOR MAINTENANCE REQUIREMENT

This solicitation includes elevator(s) maintenance as part of the works. Refer to the Supplementary Conditions SC06

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- SI05 Bid Results
- SI06 Insufficient Funding
- SI07 Bid Validity Period
- SI08 [Construction Documents](#)
- SI09 [Industrial Security Related Requirements](#)
- SI10 Web Sites

R2410T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES (GI) (2016-04-04)

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
- GI02 Completion of Bid
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- GI04 Applicable Taxes
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- GI06 Listing of Subcontractors and Suppliers
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- GI10 Bid Costs
- GI11 Procurement Business Number
- GI12 Compliance with Applicable Laws
- GI13 Approval of Alternative Materials
- GI14 Performance Evaluation
- GI15 Conflict of Interest-Unfair Advantage
- GI16 Code of Conduct for Procurement—bid

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
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid

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GI11 Rejection of Bid
GI12 Bid Costs
GI13 Procurement Business Number
GI14 Compliance with Applicable Laws
GI15 Approval of Alternative Materials
GI16 Performance Evaluation
GI17 Conflict of Interest-Unfair Advantage
GI18 Code of Conduct for Procurement—bid

CONTRACT DOCUMENTS (CD)

SUPPLEMENTARY CONDITIONS (SC)

SC01 Industrial Security Related Requirements, Documents Safeguarding
SC02 Limitation of Liability
SC03 Insurance Terms
SC04 Asphalt Price Adjustment
SC05 Interpretation
SC06 Elevator Maintenance Requirement

BID AND ACCEPTANCE FORM (BA)

BA01 Identification
BA02 Business Name and Address of Bidder
BA03 The Offer
BA04 Bid Validity Period
BA05 Acceptance and Contract
BA06 Construction Time
BA07 Bid Security
BA0708 Signature

APPENDIX "1" COMBINED PRICE FORM

APPENDIX "2" INTEGRITY PROVISIONS

APPENDIX "3" LISTING OF SUBCONTRACTORS

APPENDIX "4" VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

ANNEX "A" SECURITY REQUIREMENT CHECK LIST (SRCL)

ANNEX "B" CERTIFICATE OF INSURANCE

ANNEX "C" VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT

ANNEX "D" SPECIFICATIONS FOR ELEVATING DEVICES MAINTENANCE

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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 BID DOCUMENTS

1. The following are the Bid Documents:

- a. Invitation to Tender - Page 1;
- b. Special Instructions to Bidders;
- c. **General Instructions - Construction Services, R2410T (2016-04-04)**
General Instructions - Construction Services - Bid Security Requirements R2710T (2017-09-21)
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(s); and
- g. Any amendment issued prior to solicitation closing.

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

1. **General Instructions- Construction Services R2410T** **General Instructions - Construction Services - Bid Security Requirements R2710T** is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

2. Tenders received by fax will be accepted as official.

R2410T section GI07, add following paragraph;

5. Tenders received by fax will be accepted as official and must meet the following requirements

- a. Must be completed on the Bid and Acceptance Form
- b. Must indicate
 - Project number
 - Solicitation number
 - Bidder's name
 - Closing Date and Time
- c. Must be received before tender closing time at fax number (xxx)xxx-xxxx

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at e-mail address _____@tpsgc-pwgsc.gc.ca Except for the approval of alternative materials as described in **GI15 of R2710T** **GI13 of R2410T**, enquiries should be received no later than (5) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.

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2. To ensure consistency and quality of the information provided to Bidders, PWGSC will examine the content of the enquiry and will decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non-compliant.

SI03 MANDATORY/OPTIONAL SITE VISIT

1. There will be a site visit on [date] at [time]. Interested bidders are to meet at [location of site visit].
2. The site visit for this project is MANDATORY. The representative of the Bidder must sign the Site Visit Attendance Sheet at the site visit. Bids submitted by **Bidders who have not signed the attendance sheet will be rejected.**
3. **Safety Attire:** In order to be guaranteed access to the site visit all persons should have the proper personal protection equipment (safety glasses, footwear, vests and hard hats etc.). Contractor's personnel/individuals who do not have the proper safety attire may be denied access to the site.
4. **Security pre-screening:** All the individuals attending the site visit must hold a security clearance of ("Secret" / Reliability). The names of each individual attending the site visit, their date of birth, along with the name of the firm they represent, should be provided to the Contracting Authority by [date] at [time] in order to gain access to the site.

SI04 REVISION OF BID

A bid may be revised by **letter or facsimile** in accordance with **GI10 of R2710T** **GI08 of R2410T**. The facsimile number for receipt of revisions is **(xxx)xxx-xxxx**.

SI05 BID RESULTS

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" (top left corner) for the receipt of bids shortly after the time set for solicitation closing.
2. **The responsive bid carrying the lowest price will be recommended for contract award.**
3. Following solicitation closing, bid results may be obtained by **calling number (xxx)xxx-xxxx or faxing number (xxx)xxx-xxxx or e-mail a request to xxx@tpsgc-pwgsc.gc.ca**

SI06 INSUFFICIENT FUNDING

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid.

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SI07 BID VALIDITY PERIOD

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada will, at its sole discretion, either
 - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under **GI11 of R2710T GI09 of R2410T**.

SI08 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided [**with 1 electronic or paper copy**] of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum (**insert amount**), will be provided free of charge upon request by the Contractor. Obtaining more copies will be the responsibility of the Contractor including costs.

SI09 INDUSTRIAL SECURITY RELATED REQUIREMENTS

1. **At bid closing, the Bidder must hold a valid Security Clearance** as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.
2. The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the Work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful Bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Bidder's non-compliance with the mandatory security requirement.
3. The Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Supplementary Clauses (SC01);
4. The Bidder must provide the address of proposed location(s) of work performance or document safeguarding as indicated in Supplementary Clauses (SC01).
5. For additional information on security requirements, bidders should consult the Web site [Industrial Security Program](#)

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SI10 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>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)

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

Labour and Material Payment Bond (form PWGSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Industrial Security Services

<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Declaration Form

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

Trade agreements

<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

CONTRACT DOCUMENTS (CD)

1. The following are the Contract Documents:
 - a. Contract Page when signed by Canada;
 - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
 - c. 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 R2550D/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 R2880D (2016-01-28);
 - OR
 - GC8 Dispute Resolution R2882D (2016-01-28);
 - GC8 Dispute Resolution R2884D (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);
 - e. Supplementary Conditions
 - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - h. 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>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

OPTION 1

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work or document safeguarding.

OR

OPTION 2

There is no document security requirement applicable to this Contract.

SC02 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

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

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or

furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.

5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC03 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 contract award, 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.

SC04 ASPHALT CEMENT PRICE ADJUSTMENT

1. The price of asphalt cement incorporated into hot mix asphalt shall be adjusted for each month in which paving occurs when the price index for that month differs by more than 5% from the price

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index for the month prior to bid closing. The price adjustment shall be calculated in accordance with the applicable price adjustment formula of paragraph 2.

2. Price Adjustment formulae:

a. When the price index, for the month in which paving occurs, is higher than 105% of the price index for the month prior to bid closing, Canada shall pay the Contractor a compensation of:
(Example based on a 5% increase)

$$PA = (IM - 1.05 IB) \times \text{quantity of asphalt cement in tons}$$

b. When the price index, for the month in which paving occurs, is less than 95% of the price index for the month prior to bid closing, Canada shall deduct an amount from the monthly payment to the Contractor of:
(Example based on a 5% decrease)

$$PA = (.95IB - IM) \times \text{quantity of asphalt cement in tons}$$

PA = payment adjustment for asphalt cement, in dollars

IB = asphalt cement price index for the month prior to bid closing

IM = asphalt cement price index for the month in which paving occurs

The price index shall be the Asphalt Cement Price Index published monthly by the Ontario Ministry of Transportation (MTO) in the Contract Bulletin displayed on the MTO Web site <http://www.mto.gov.on.ca>. This price index shall be used to calculate the adjustment per ton of all grades of asphalt cement accepted into the Work.

3. For each month in which a payment adjustment is made, Canada shall use the fixed asphalt cement content of the final job mix formula to determine the asphalt cement quantity that is used.
4. The payment adjustments shall be made on the monthly Request for Progress Payment form for the months in which hot mix paving occurs.

SC05 INTERPRETATION

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

“Architectural and Engineering Services”:

Mean’s 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

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as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works.

SC06 ELEVATOR MAINTENANCE REQUIREMENT

1. This solicitation includes an elevator maintenance requirement. The work for maintenance must be provided in accordance with the specifications for Elevating Devices Maintenance number **XXX-XXX**. For details refer to: **ANNEX E**. The maintenance requirement is to commence on the date of the issuance of the Certificate of Completion of the works and continue until the expiry of the warranty period.

OR

2. This solicitation includes an elevator maintenance requirement. The work for maintenance must be provided in accordance with the Section XXXX of the Specifications. For details refer to the technical specifications. The maintenance requirement is to commence on the date of the issuance of the Certificate of Completion of the work and continue until the expiry of the warranty period.

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BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Insert Project Title and location

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-mail address: _____

Industrial Security Program Organisation Number (ISP ORG#) _____
(when required)

BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of

\$ _____ excluding
Applicable Tax(es).
(amount in numbers)

OR

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1.**

BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of (30) days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work within (XX) weeks from the date of notification of acceptance of the offer.

BA07 BID SECURITY

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

BA0708 SIGNATURE

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

Signature

Date

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APPENDIX 3 - LISTING OF SUBCONTRACTORS

- 1) In accordance with **GI06 – Listing of Subcontractors and Suppliers of R2410T- General Instructions - Construction Services** **GI07 - Listing of Subcontractors and Suppliers of R2710T- General Instructions - Construction Services - Bid Security Requirements**, the Bidder should provide a list of Subcontractors with his Bid.
- 2) The Bidder should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Bid Price.

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

APPENDIX 4 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Bidders, bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. The Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. The Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications on page 2 of 2 will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

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

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

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at page 2 of 2.

If you accept fill out and sign page 2 of 2.

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

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Voluntary Certification

(To be filled out and returned with bid on a voluntary basis)

(page 2 of 2)

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

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Number of company employees: _____

Number of apprentices planned to be working on this contract: _____

Trades of those apprentices:

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ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL)

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ANNEX B - CERTIFICATE OF INSURANCE

(Not required at solicitation closing)

CERTIFICATE OF INSURANCE



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Page 1 of 2

Description and Location of Work	Contract No.
	Project No.

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

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability Umbrella/Excess Liability				\$	\$	\$
Builder's Risk / Installation Floater				\$		
Pollution Liability				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
Marine Liability				\$		
Aviation Liability				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
Insert other type of insurance as required				\$		

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

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

Telephone number

Signature

Date D / M / Y

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CERTIFICATE OF INSURANCE Page 2 of 2

General

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

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

The Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting coverage.

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

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100. The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

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

The policy must have the following minimum limits:

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

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

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

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.

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

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

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

Contractors Pollution Liability

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

Aviation Liability

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.

Marine Liability

The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.

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 *Marine Liability Act*, 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.

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.

Other types of Insurance

To be inserted below according to specifics of project.

Use separate page if needed.

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REQUEST FOR PROPOSAL (RFP)

CONSTRUCTION MANAGEMENT SERVICES

(Insert project title)

(Insert location)

IMPORTANT NOTICE TO BIDDERS

PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

Prompt Payment Principles

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

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

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

THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Bidders", SI14, "Industrial Security Related Requirements" and "Supplementary Conditions" SC01 "Industrial Security Related Requirements, Document Safeguarding Location".

PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <http://www.tpsgc-pwgsc.gc.ca/comm/vedette-features/2016-04-19-00-eng.html>

ADDITION OF TERMINOLOGY

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

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

GI01	Integrity Provisions - Bid
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GI04	Applicable Taxes
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GI11	Conflict of Interest—Unfair Advantage
GI12	Code of Conduct for Procurement—Bid

GI01 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*. <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>
2. Under the Policy, charges and convictions of certain offences against a Bidder, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Bidder is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at *Declaration form for procurement*. <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.htm>
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - a. it has read and understands the *Ineligibility and Suspension Policy*. <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>

- 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*. <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.htm>
6. Canada will declare non-compliant any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

GI02 COMPLETION OF BID

1. The bid shall be
 - a. submitted on the Bid and Acceptance Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Bid and Acceptance Form that must be identical in content and format to the Bid and Acceptance Form provided through GETS;
 - b. based on the Bid Documents listed in the Special Instructions to Bidders;
 - c. correctly completed in all respects;
 - d. signed by a duly authorized representative of the Bidder; and
 - e. accompanied by
 - i. bid security as specified in GI05; and

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

GI03 IDENTITY OR LEGAL CAPACITY OF THE BIDDER

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

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

GI04 APPLICABLE TAXES

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

GI05 BID SECURITY REQUIREMENTS

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.

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2. A bid bond (form *PWGSC-TPSGC 504* <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/504-eng.html>) shall be in an approved form, properly completed, with original signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.
3. A security deposit shall be an original, properly completed, signed where required and be either
 - a. bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - b. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
4. For the purposes of subparagraph 3. a.
 - a. a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
 - b. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4. c, either by letter or by a stamped certification on the bill of exchange, bank draft or money; an
 - c. An approved financial institution is
 - i. a corporation or institution that is a member of the Canadian Payments Association as defined in the *Canadian Payments Act*; <http://laws.justice.gc.ca/eng/acts/C-21/>
 - ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
 - iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
 - iv. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the *Income Tax Act*; <http://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html> or
 - v. Canada Post Corporation.
5. Bonds referred to in subparagraph 3. b. shall be provided on the basis of their market value current at the date of solicitation closing, and shall be
 - a. payable to bearer;

- b. accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
 - c. registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
6. As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
7. An irrevocable standby letter of credit referred to in paragraph 6. shall
 - a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
 - i. is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
 - ii. is to accept and pay bills of exchange drawn by the Receiver General for Canada;
 - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
 - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
 - b. state the face amount which may be drawn against it;
 - c. state its expiry date
 - d. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
 - e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
 - f. provide that it is subject to the International Chamber of Commerce (ICC) *Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision*, ICC Publication No. 600, Pursuant to the ICCUCP, a credit is irrevocable even if there is no indication to that effect; and
 - g. be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
8. Bid security shall lapse or be returned as soon as practical following
 - a. the solicitation closing date, for those Bidders submitting non-compliant bids; and
 - b. the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and

- c. the award of contract, for those Bidders submitting the second and third ranked bids; and
 - d. the receipt of contract security, for the successful Bidder; or
 - e. the cancellation of the solicitation, for all Bidders.
9. Notwithstanding the provisions of paragraph 8. and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

G106 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., 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 subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with Canada
 - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
 - ii. Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
3. In assessing the Bidder's performance on other contracts pursuant to subparagraph 2. f. ii., Canada may consider, but not be limited to, such matters as:

- a. the quality of workmanship in performing the Work;
 - b. the timeliness of completion of the Work;
 - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1. , 2. and 3., Canada may reject any bid based on an unfavourable assessment of the
 - a. adequacy of the bid price to permit the work to be carried out and, in the case of a bid providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - b. Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - c. Bidder's performance on other contracts.
 5. Where Canada intends to reject a bid pursuant to a provision of paragraphs 1. , 2. , 3. or 4., other than subparagraph 2. a., the contracting Authority will inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
 6. Canada may waive informalities and minor irregularities in bids received if Canada determines that the variation of the bid from the exact requirements set out in the Bid Documents can be corrected or waived without being prejudicial to other Bidders.

GI07 BID COSTS

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

GI08 PROCUREMENT BUSINESS NUMBER

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

GI09 COMPLIANCE WITH APPLICABLE LAWS

1. By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws

and regulations applicable to the submission of the bid and entry into any ensuing contract for the performance of the work.

2. For the purpose of validating the certification in paragraph 1., a Bidder shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2. shall result in disqualification of the bid.

G110 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.
2. The form *PWGSC-TPSGC 2913*, <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/2913-eng.html> SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

G111 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.

GI12 CODE OF CONDUCT FOR PROCUREMENT—BID

1. The *Code of Conduct for Procurement* <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html> provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the bid non-responsive.

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Introduction
- SI02 Bid Documents
- SI03 Enquiries during the Solicitation Period
- SI04 [Mandatory/Optional Site Visit](#)
- SI05 Submission of Bid
- SI06 Revision of Bid
- SI07 Overview of Opening of Bids / Bid Selection and Evaluation Procedures
- SI08 [Insufficient Funding](#)
- SI09 Bid Validity Period
- SI10 Debriefing
- SI11 Joint Venture
- SI12 Definition of Bidder
- SI13 Rights of Canada
- SI14 [Industrial Security Related Requirements](#)
- SI15 Web Sites
- SI16 [Fairness Monitor](#)

SI01 INTRODUCTION

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

SI02 BID DOCUMENTS

1. The following are the Bid Documents:
 - a) Request for Proposal (RFP) ;
 - b) General Instructions - Construction Services - Bid Security Requirements (GI);
 - c) Special Instructions to Bidders (SI);
 - d) Contract Documents (CD);
 - e) Supplementary Conditions (SC);
 - f) Submission Requirements and Evaluation (SRE);

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- g) Bid and Acceptance Form (BA);
- h) Terms of Reference;
- i) Basis of Payment;
- j) All related Annexes and Appendices and any amendment issued prior to solicitation closing.

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

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

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

SI04 (MANDATORY / OPTIONAL) SITE VISIT

1. There will be a site visit on [date] at [time]. Interested bidders are to meet at [location of site visit].
2. The site visit for this project is MANDATORY. The representative of the Bidder must sign the Site Visit Attendance Sheet at the site visit. Bids submitted by Bidders **who have not signed the attendance sheet will be rejected.**
3. **Safety Attire** - It is mandatory that all persons attending the site visit have the proper personal protection equipment (safety glasses, footwear, vests and hard hats etc.). Contractor's personnel/individuals who do not have the proper safety attire may be denied access to the site.
4. **Security pre-screening**: All the individuals attending the site visit must hold a security clearance of ("Secret" / Reliability). The names of each individual attending the site visit, their date of birth, along with the name of the firm they represent, must be provided to the Contracting Authority by [date] at [time] in order to gain access to the site.

SI05 SUBMISSION OF BID

1. The bid should be submitted following a "two-envelope" procedure of which is to include a technical and financial bid. Both envelopes should be enclosed and sealed together in a third envelope, the "Bid Envelope". All envelopes are to be provided by the Bidder.
2. The **Bid Envelope** should be addressed and submitted to the office designated on the Front Page of the Request for Proposal. The bid must be received on or before the date and time set for solicitation closing. The Bidder should ensure that the following information is clearly printed or typed on the face of the envelope:

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- a. Solicitation Number;
 - b. Name of Bidder;
 - c. Bidder's return address; and
 - d. Closing Date and Time.
3. The Technical Bid, and any associated document(s), should be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
- a. Envelope 1 - Technical Bid;
 - b. Solicitation Number;
 - c. Name of Bidder.
4. The Bid and Acceptance Form (BA), Bid Security and associated document(s), the Financial Bid, should be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
- a. Envelope 2 - Financial Bid;
 - b. Solicitation Number; and
 - c. Name of Bidder.
5. Timely and correct delivery of bids is the sole responsibility of the Bidder.
6. Unless otherwise specified in the Special Instructions to Bidders.
- a. the bid will be in Canadian currency;
 - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-compliant.

SI06 REVISION OF BID

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

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

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

1. There will be no Public opening.
2. Bid Opening, Selection and Evaluation Procedure;
 - a. Envelope 1 "Technical Bid" will be opened first and will be reviewed and/or evaluated against the mandatory requirements set out elsewhere in the RFP. Technical Bids meeting all the minimum requirements are further considered. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant. Non-compliant bids will be given no further consideration and the Financial Bid envelope will be returned to the bidder unopened.

- b. Envelope 2 - "Financial Bid" will be opened after the Technical Bid has been deemed compliant. The Financial Bid will be evaluated against the mandatory requirements set out elsewhere in the RFP, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. The compliant bid carrying the (*lowest price/ lowest price per point, highest total score*) as set out elsewhere in the RFP will be recommended for contract award.
3. PWGSC normally expects to advise in writing unsuccessful Bidders within one week after PWGSC has entered into a contractual arrangement with the successful Bidder.
4. Bid results may be obtained from the Contracting Authority named on the cover page of the RPF following completion of the bid evaluation.

SI08 INSUFFICIENT FUNDING

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

SI09 BID VALIDITY PERIOD

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada will, at its sole discretion, either
 - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the solicitation.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI06 Rejection of Bid.

SI10 DEBRIEFINGS

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

SI11 JOINT VENTURE

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

SI12 DEFINITION OF BIDDERS

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

SI13 RIGHTS OF CANADA

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

SI14 INDUSTRIAL SECURITY RELATED REQUIREMENTS

1. **At bid closing, the Bidder must hold a valid Security Clearance** as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.
2. The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful Bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Bidder's non-compliance with the mandatory security requirement.
3. The Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Supplementary Clauses (SC01);
4. The Bidder must provide the address of proposed location(s) of work performance or document safeguarding as indicated in Supplementary Clauses (SC01).
5. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" on the Standard Procurement Documents Web site Industrial Security Program <http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>

SI15 WEB SITES

1. The following is a list to some of the Web sites in the solicitation documents:
 - Buy and Sell: <https://www.achatsetventes-buyandsell.gc.ca>
 - Canadian economic sanctions: <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>
 - Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913): <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>
 - Bid Bond (form PWGSC-TPSGC 504): <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>
 - Performance Bond (form PWGSC-TPSGC 505): http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf
 - Labour and Material Payment Bond (form PWGSC-TPSGC 506): <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>
 - Standard Acquisition Clauses and Conditions (SACC) Manual: <http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
 - PWGSC, Industrial Security Services: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>
 - PWGSC, Code of Conduct and Certifications: <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>
 - Construction and Consultant Services Contract Administration Forms Real Property Contracting: <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>
 - Declaration Form: <http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>
 - Trade agreements; <https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

SI16 FAIRNESS MONITOR

1. Canada has engaged (insert name of fairness monitor) as the Fairness Monitor to monitor this Request for Proposal.

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CONTRACT DOCUMENTS (CD)

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

GC1 General Provisions - Construction Services	R2810D (2017-08-17);
GC2 Administration of the Contract - Construction Services	R2820D (2016-01-28);
GC3 Execution and Control of the Work	R2830D (2015-02-25);
GC4 Protective Measures	R2840D (2008-05-12);
GC5 Terms of Payment	R2850D (2016-01-28);
GC6 Delays and Changes in the Work	R2860D (2016-01-28);
GC7 Default, Suspension or Termination of Contract	R2870D (2008-05-12);
GC8 Dispute Resolution - 100K - 5M - Construction Services	R2880D (2016-01-28);
OR	
GC8 Dispute Resolution - >5M – Construction Services	R2882D (2016-01-28);
GC9 Contract Security	R2890D (2014-06-26);
GC10 Insurance	R2900D (2008-05-12);
 - g. Supplementary Conditions (SC)
 - h. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - i. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and acceptance of the bid; and
 - j. Any amendment or variation of the contract documents that is made in accordance with the General Conditions; and
 - k. The Contractor's bid. (Technical Bid and Financial Bid)
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

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SUPPLEMENTARY CONDITIONS (SC)

- SC01 Industrial Security Related Requirements, *Document Safeguarding*
 - SC02 Insurance Terms
 - SC03 Changes to Contract Documents
 - SC04 Determination of Construction Cost
 - SC05 Determination of Price for Subcontract Changes
 - SC06 Replacement of Specific Individuals
-

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENTS SAFEGUARDING

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. **Contractor's Site or Premises Requiring Safeguard Measures**
The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work or document safeguarding.

OR

1. There is no security requirement applicable to this Contract.

SC02 INSURANCE TERMS

1. **Insurance Contracts**
 - a. The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance and the Basis of Payment. Coverage must be placed with an Insurer licensed to carry out business in Canada.
 - b. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
2. **Period of Insurance**
 - a. The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
 - b. The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

(Include for Wrap-up Insurance only)
 - c. The Contractor must be responsible to provide and maintain coverage for Completed Operations hazards on its Wrap-Up General Liability 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 contract award, 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.

SC03 CHANGES TO CONTRACT DOCUMENTS

1. R2810D (2016-04-04) General Condition (GC) 1 - General Provisions - Construction Services is amended as follows:

- a. Subsection GC1.1.2 Terminology is amended as follows:

- i. Delete the term "Contractor" from GC1.1.2 in its entirety and replace with the following:

"Contractor" and "Construction Manager"

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

- ii. Add the following new terms to GC 1.1.2 :

"Architectural and Engineering Services"

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

"Construction Services"

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

"Facility Maintenance Services"

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

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

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

f. Terms of Reference & Basis of Payment.

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

- c. Section GC1.6 Indemnification by the Contractor is amended as follows:

Delete Section GC1.6 Indemnification by the Contractor in its entirety and replace with the following:

GC1.6 Indemnification by the Contractor

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

The limitation of this obligation will be exclusive of interest and all legal costs and will not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. *The Contractor's obligation to indemnify Canada for losses related to third party liability will have no limitation and will include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor will defend Canada against any third party claims.*
4. *The Contractor will pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, will defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.*
5. *Notice in writing of a claim will be given within a reasonable time after the facts, upon which such claim is based, became known.*

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

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

GC3.7 - Separate Contracts with other Contractors

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

- a. Section GC5.4 Progress Payment is amended as follow:
Add the following sub-section to CG5.4 Progress Payments
6. *The portion of the Work done under the Fixed Fee will be invoiced in equal monthly installments over the duration of the Contract.*
- b. **R2850D - Section GC5.5 Substantial Performance of the Work is amended as follows:**
Add the following sub-section to CG5.5 Substantial Performance
 5. *If, at any time before the issuance of a Certificate of Completion, Canada determines that a Work Package has reached Substantial Performance as described in subparagraph 1. b. of GC 1.1.4, "Substantial Performance", paragraphs 1. through 4. of GC 5.5 may be applied with respect to the specific Work Package.*
4. R2860D (2016-01-28) General Condition (GC) 6 - Delays and Changes in the Work – Construction Services is amended as follows:

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

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

SC04 DETERMINATION OF CONSTRUCTION COST

1. The Construction Cost, as defined in that **BASIS OF PAYMENT Annex B**, initially will be determined based on the Estimated Construction Cost specified in the Request for Proposal. The Estimated Construction Cost will be adjusted periodically throughout the term of the contract to reflect the actual Construction Cost.
2. Any adjustment to the amount of a subcontract will require Canada's approval in writing. The Contractor will not be entitled to any additional fees other than the Percentage Fee.
3. Any request for adjusting the amount of a subcontract must be substantiated with a cost estimate breakdown identifying, as a minimum, all Labour, Material, and Plant costs and the amount of the allowance for the subcontractor's undertaking of the work within the stipulated amount. The Contractor will ensure that all prices included in the breakdown are fair and reasonable and in conformance with the following:
 - a. Labour rates will be established in accordance with applicable trade union agreements. Non-union labour rates will be established in accordance with industry standards. All labour rates will require approval by Canada in writing.
 - b. The costs of all Material and Plant must represent the actual amount paid to suppliers and said costs are to include all applicable discounts.
 - c. Allowances for the subcontractor's profit, supervision, co-ordination, administration, overhead and the risk of undertaking the work will be negotiated by the Contractor for each change, and will represent a reasonable amount for the nature and complexity of each change. However, in no circumstance will the subcontractor's allowance exceed 15%.
4. The price of any portion of the Work that is not subcontracted or paid for as a Fixed Fee will be equal to the actual cost of that portion of the Work plus the applicable Contractor's Percentage Fee.

SC05 DETERMINATION OF PRICE FOR SUBCONTRACT CHANGES

1. Price Determination Prior to Undertaking Changes
 - a. If a Lump Sum Arrangement applies to the Contract between the Contractor and the Subcontractor or a part thereof, the price of any Subcontractor's change will be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed on in writing by the Contractor and Canada plus an allowance in accordance with SC04 3. c.
 - b. If a Unit Price Arrangement applies to the Contract between the Contractor and the Subcontractor or a part thereof, the Contractor and Canada may, by agreement in writing, add items, units of measurement, estimated quantities and prices per unit to the Unit Price Table.
 - c. A price per unit referred to paragraph b., will be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed on by the Contractor and Canada, plus an allowance determined in accordance with SC04 3. c.

-
- d. To facilitate approval of the price of the change or the additional price per unit as applicable, the Contractor will submit the Subcontractor's cost estimate breakdown identifying, as a minimum, the estimated cost of labour, Plant, Material, any subcontract amount, and the amount of the allowance.
- e. If no agreement is reached as contemplated in paragraph 1. the price will be determined in accordance with paragraph 3. "Price Determination Following Completion of Changes".
2. Allowable Costs under paragraph 1. "Price Determination Prior to Undertaking Changes".
- a. General
- i. The Contractor will submit a summary of the subcontractor's cost estimate breakdown for each contemplated change, in accordance with paragraph 1. d. "Price Determination Prior to Undertaking Changes". The breakdown will itemize all labour, Material, Plant and equipment costs estimated by the Contractor's subcontractor, and the amount of the subcontractor allowance;
 - ii. It is the responsibility of the Contractor to ensure that all prices included in the Contractor's breakdown to Canada of their subcontractors cost, are fair and reasonable in view of the terms expressed herein;
 - iii. The labour hours required for the contemplated change will be based on the estimated number of hours to perform the work;
 - iv. Time spent by a working foreman may be included in the number of labour hours, at a rate agreed to in writing by the Contractor and Canada;
 - v. Time attributable to material handling, productivity factors and approved rest periods is to be included in the number of hours required by the contemplated change and will not be paid as a separate item under hourly rates;
 - vi. Allowances referred to in paragraph 2. d.- "Allowance to the Subcontractor" below are not to be included in the hourly labour rates;
 - vii. Credit for work deleted will only be for the work directly associated with the change;
 - viii. When a change deletes work which has not yet been performed, Canada is entitled to an adjustment in the Contract Amount equal to the cost the Contractor would have incurred had the work not been deleted;
 - ix. Allowances referred to in paragraph 2. d. "Allowance to the Subcontractor" below will not be applied to any credit amounts for deleted work;
 - x. In those cases where the change involves additions and deletions to the work, the allowances referred to in paragraph 2. d. "Allowance to the Subcontractor" below will apply only when the cost of the additions minus the cost of the deletions would result in an increase in the Contract Amount. The allowance will only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions;
 - xi. If the contemplated change in the work necessitates a change in the contract completion date, or has an impact on the work, the Contractor will identify and include the resulting cost in the breakdown.
- b. Hourly Labour Rates
- i. The hourly labour rates listed in the Contractor's Subcontractor breakdown will be determined in accordance with the collective agreements that are applicable at the site of the work and will include:
 - (a) the base rate of pay;

- (b) vacation pay;
 - (c) benefits which includes:
 - Welfare contributions;
 - Pension contributions;
 - Union dues;
 - Training and industry funds contributions; and
 - Other applicable benefits, if any that can be substantiated by the Contractor
 - (d) statutory and legislated requirements, assessed and payable under statutory authority, which includes:
 - Employment Insurance contributions;
 - Canada Pension Plan or Quebec Pension Plan contributions;
 - Worker's Compensation Board or " Commission des normes, de l'équité, de la santé et de la sécurité du travail " premiums;
 - Public Liability and Property Damage insurance premiums; and
 - Health tax premiums.
- ii. In the case of non-union labour, all rates claimed will be in accordance with industry standards and the Contractor's and its Subcontractor will provide satisfactory proof of the rates actually paid
- c. Material, Plant and Equipment Costs
- i. The costs of all purchases and rentals will be based on the actual amount paid to the suppliers by the Contractor or its Subcontractor and said costs are to include all applicable Discounts.
- d. Allowance to the Subcontractor
- i. The allowances provided will be considered as full compensation for:
 - (a) supervision, coordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount; and
 - (b) miscellaneous additional costs related to
 - The purchase or rental of material, plant and equipment;
 - The purchase of small tools and supplies;
 - Safety and protection measures; and
 - Permits, bonds, insurance, engineering, as built drawings, commissioning, and site office.
3. Price Determination Following Completion of Changes
- a. If it is not possible to predetermine, or if there is failure to agree on the price of a change in the Work, the price of the change will be equal to the aggregate of:
 - i. all reasonable and proper amounts actually expended or legally payable by the Contractor in for labour, Plant and Material that fall within one of the classes of expenditure described in paragraph b. that are directly attributable to the performance of the Contract;
 - ii. an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, in an amount that is determined in accordance with SC04 3. c.; and

-
- iii. interest on the amounts determined under subparagraphs a. i. and a. ii. of paragraph 3. calculated in accordance with GC5.11, "Interest on Settled Claims";
 - b. The cost of labour, Plant and Material referred to in subparagraph a. i. and a. ii. of paragraph 3 will be limited to the following categories of expenditure:
 - i. payments to Subcontractors and Suppliers;
 - ii. wages, salaries bonuses and, if applicable, travel and lodging expenses of employees of the Subcontractors located at the site of the Work and that portion of wages, salaries, bonuses and, if applicable, travel and lodging expenses of personnel of the Subcontractor generally employed at the head office or at a general office of the Subcontractor provided they are actually and properly engaged on the Work under the Contract;
 - iii. assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and Applicable Taxes collection costs;
 - iv. rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Subcontractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant has been approved by Canada;
 - v. payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of Canada, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;
 - vi. payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the Contract;
 - vii. payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the Plant and Material necessary for and used in the performance of the Contract; and
 - viii. any other payments made by the Contractor with the approval Canada that are necessary for the performance of the Contract in accordance with the Contract Documents.

4. Price Determination - Variations in Tendered Quantities

- a. Except as provided in subparagraphs b., c., d. and e., if it appears that the final quantity of labour, Plant and Material under a price per unit item will exceed or be less than the estimated tendered quantity, the Contractor's Subcontractor will perform the Work or supply the Plant and Material required to complete the item and payment will be made for the actual Work performed or Plant and Material supplied at the price per unit set out in the Contract.
- b. If the final quantity of the price per unit item exceeds the estimated tendered quantity by more than 15 percent, either party to the Contract may make a written request to the other party to negotiate an amended price per unit for that portion of the item which exceeds 115 percent of the estimated tendered quantity, and to facilitate approval of any amended price per unit, the Contractor will, on request, provide Canada with:
 - i. detailed records of the actual cost to the Subcontractor performing or supplying the tendered quantity for the price per unit item up to the time the negotiation was requested; and
 - ii. the estimated unit cost of labour, Plant and Material required for the portion of the item that is in excess of 115 percent of the tendered quantity.

- c. If agreement is not reached as contemplated in subparagraph b., the price per unit will be determined in accordance with paragraph 3. "Price Determination Following Completion of Changes"
- d. If it appears that the final quantity of labour, Plant and Material under a price per unit item will be less than 85 percent of the estimated tendered quantity, either party to the Contract may make a written request to the other party to negotiate a change to the price per unit for the item if:
 - i. there is a demonstrable difference between the unit cost to the Contractor's Subcontractor of performing or supplying the estimated tendered quantity and the unit cost of the Subcontractor for performing or supplying the final quantity; and
 - ii. the difference in unit cost is due solely to the decrease in quantity and not to any other cause.
- e. For the purposes of the negotiation referred to in subparagraph d.
 - i. the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and
 - ii. in no event will the total price for an item that has been amended as a result of a reduction in quantity under subparagraph d., exceed the amount that would have been payable to the Contractor's Subcontractor had 85 percent of the tendered quantity actually been performed or supplied.

SC06 REPLACEMENT OF SPECIFIC INDIVIDUALS

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

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SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

EXAMPLE ONLY

- SRE 1 General Information
- SRE 2 Technical Bid Submission Requirements and Evaluation
- SRE 3 Financial Bid Evaluation
- SRE 4 Basis of Selection

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

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

1.2 Submission of Bids

- 1.2.1 Bids are to be submitted in accordance with Special Instructions to Bidders (SI)
- 1.2.2 Submit one (1) signed original and five (5) copies of the Technical Bid (envelope one).
- 1.2.3 Submit one (1) signed original of the Financial Bid (envelope two).

1.3 Format of Bids

1.3.1 Technical Bid

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

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

The following Bid format information should be implemented when preparing the Bid:

- Paper size should be - 216mm x 279mm (8.5" x 11")
- Smallest font size should be 11 point Times or equal
- Margins should be 12 mm left, right, top, and bottom
- Double-sided submissions are preferred
- One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper; 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two Pages.

The order of the Technical Bid 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 30. The following are not part of this page limitation:

- Covering Letter
- Front Page of the RFP
- Financial Bid
- Health and Safety documentation
- Resumes (limit 2 page each)
- Sample Project reports. Refer to SRE (0.0)

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The consequence of exceeding the maximum 30 page limitation is that all pages that extend beyond the 30 page limitation will be removed from the technical Bid submission and will not be evaluated by the PWGSC Evaluation Committee for evaluation.

1.3.2 Financial Bid

Bidders must submit their Financial Bid in accordance with the RFP

1.4 Evaluation of Bids

1.4.1. To be declared complaint, a Bid must:

- comply with all the requirements of the Request for Proposa;
- meet all mandatory evaluation criteria;
- Financial Bid form must be fully completed and accompanied by the required bid security.

1.4.2. Bids not meeting 1.4.1 will be declared non-complaint. Complaint Bids will be evaluated and assigned a score against the criteria described in SRE (0.0).

1.5 Mandatory Requirement

1.5.1 Health and Safety:

The bidder must have an above-average health. Proof is to be provided by

1.5.2 Other mandatory that are deemed required by the Technical Authority

SRE 2 TECHNICAL BID SUBMISSION REQUIREMENTS AND EVALUATION

2.1 TECHNICAL CRITERION 1 - Experience of the Bidder: (Maximum Points: xx points)

Describe the accomplishments and achievements of the Bidder for work related to the identified project. Information to be supplied:

Description of a maximum of two (2) projects, where a Substantial Completion was issued within the last xx years. Projects must be xxxxx in nature with a significant xxxxxx component(s). xxx in nature means work that includes xxxx, xxxxx, xxxx and xxx. Include:

A brief project description and intent including total construction value and contracts managed as well as start and Substantial Completion date. Clearly indicate how the project is comparable to the subject Project of this Request for Proposal;

How budget was controlled and managed (i.e. contract price & final construction cost with explanation to address variances);

How schedule was controlled and managed (i.e. initial schedule and revised schedule with explanation to address variances);

How scope, quality and risks were managed to achieve client's expectations. Provide specific examples that are relevant to this project, if possible;

Names of key personnel responsible for delivery; outline their roles and responsibilities; and

Client references including name, address, phone and fax or e-mail of client contact at the working level - (PWGSC reserves the right to verify and consider the satisfaction of the referenced clients)

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The Contractor must ensure that all references provided are currently available and can be contacted by the PWGSC Evaluation Team within five (5) working days of bid closing.

2.2 TECHNICAL CRITERION 2 - Experience of Key Personnel of the Bidder: (Maximum Points: xx)

Describe the accomplishments/achievements, relevant experience/expertise, roles/responsibilities/degree of

Involvement, years with the firm of all key personnel and their backups. The key personnel should include, at a minimum, the Senior Project Manager, Site Superintendent, Field Engineer with xxxx years experience and a Site Safety Officer.

Information to be supplied for each member of the key personnel:

- _____
- _____

2.3 TECHNICAL CRITERION 3 - Understanding of the Project - (Maximum Points: xx)

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

Information to be supplied:

- _____
- _____

2.4 TECHNICAL CRITERION 4 - Management of Services: (Maximum Points: xx)

The Bidder should demonstrate capability to manage the services and meet 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 supplied:

- _____
- _____

2.5 TECHNICAL CRITERION 5 - Management of Services and Work (Maximum Points: xx)

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

Information to be supplied:

- _____
- _____

SRE 2 - Technical Bid Submission Requirements and Evaluation Matrix	
Criterion	Maximum Points
2.1 Technical Criterion 1 - Experience of the Bidder (XX Points)	
Project 1	X
Project 2	X
Total	XX
2.2 Technical Criterion 2 - Experience of Key Personnel of Bidder (XX Points)	
Senior Project Manager	X
Site Superintendent	X
Field Engineer	X
Site Safety Officer	X

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Other	X
Total	XX
2.3 Technical Criterion 3 - Understanding of the Project (XX Points)	
Total	XX
2.4 Technical Criterion 4 - Management Services (XX Points)	
Total	XX
2.5 Technical Criterion 5 - Management of Services and Work (XX Points)	
Total	XX
Maximum Score	XXXXX

SRE 3 FINANCIAL EVALUATION

The Financial Bid submitted by the Bidder will be divided by the Technical Score to establish the Price per Point of the Bid.

SRE 4 BASIS OF SELECTION

Total maximum points for the sum of RS 2.1 through RS 2.5 (Technical Criteria) is XXX points; a minimum score of XX (or the equivalent of XX% of total score) points must be achieved to proceed to the opening of the Financial Bid; a score of XX points or less will be considered non-compliant. The Bidder whose compliant Bid achieves the lowest overall Price per Point is the first entity that the Evaluation Board will recommend be approached to finalize the details of a Contract for the provision of the required Services and Work. In the case of a tie, the Bidder submitting the lowest Total Proposed Amount will be selected. For a breakdown of the evaluation and grading of each technical criterion please refer to the table below.

Example:

	Bidder 1	Bidder 2	Bidder 3	Bidder 4
Technical Score	XX / XX	48	43	XX / XX
Minimum Score	XX	45	45	XX
Pass/Fail	Pass	Pass	Fail	Pass
Price	\$0.00	\$0.00	-	\$0.00
Price / Point	\$0.00	\$0.00	-	\$0.00
Ranking	3	2	Disqualified	1

SRE - FORM 1 - TECHNICAL COMPLIANCE FORM

Bidders should use the following to substantiate their bid clearly:

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

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SRE - FORM 2 - CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT

Client Letter of Reference

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

Project Details:

- XXXXXXXX

Project Location:

Initial Contract Value (excluding taxes)
taxes)

Final Contract Value (excluding

Original Planned Completion Date
Date

Actual Certificate of Completion

Certification

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

Client Name: _____ Client Title: _____

Client Signature _____ Date: _____

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BID AND ACCEPTANCE FORM (BA) (2 pages)

BA01 IDENTIFICATION: Construction Management Services
(Project Name)
(Project Address)

BA02 BUSINESS NAME AND ADDRESS OF BIDDER:

Name: _____

Address: _____

Telephone: _____ Fax: _____

Procurement Business Number: _____

E-Mail address: _____

Industrial Security Program Organisation Number (ISP ORG#) _____

BA03 THE OFFER

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

\$ _____ excluding
Applicable Taxes. (To be expressed in numbers only)
(The **TOTAL BID AMOUNT** represents the sum of items 1. (a) + (b) + (c) + (d) and (e) below)

(a) Fixed Monthly Fee (Item 1. a. of Annex B - Basis of Payment) of:
\$ _____ X 00 months = \$ _____

(b) Percentage Fee (Item 1 b. of Annex "B" - Basis of Payment) of the Estimated Construction Cost.
\$ _____ % X \$ 0,000,000.00 = \$ _____

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

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

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

Per Diem Rates

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

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

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

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

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

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

BA04 BID VALIDITY PERIOD

1. The Bid will not be withdrawn for a period of **Thirty (30)** days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

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

BA06 CONSTRUCTION TIME

1. The full scope of work is to be completed within **(00)** months from contract award.

BA07 BID SECURITY

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

BA08 SIGNATURE

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

Signature

Date

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APPENDIX 1 INTEGRITY PROVISIONS - LIST OF NAMES

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

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

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

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ANNEX A

TERMS OF REFERENCE

(Partial EXAMPLE ONLY)

SECTION 1 Description of Project

PD1 - Project Information
PD2 - Project Description
PD3 - Project Team
PD4 - Project Goals

SECTION 2 Description of Required Services and Work

RS1 - General Administration Services
RS2 - Project Meetings
RS3 - Advice Throughout the Project
RS4 - Time Services
RS5 - Cost Services
RS6 - Risk Management
RS7 - Scope Control
RS8 - Reporting and Project Site Documents
RS9 - Health and Safety Planning and Implementation
RS10 - Ongoing PWGSC Projects and Operations
RS11 - Quality Control
RS12 - Commissioning
RS13 - Tendering the Work
RS14 - Construction Monitoring
RS15 - Changes (Notices and Orders)
RS16 - Construction General Instructions

SECTION 1 DESCRIPTION OF PROJECT

PD 1 PROJECT INFORMATION

PD 1.1 Location of the Project:
PD 1.2 PWGSC Project Number:
PD 1.3 Client:

PD 2 PROJECT DESCRIPTION

PD 2.1 - Overview
PD 2.1.1 - Construction Operations
PD 2.2 - Scope of Work
PD 2.3 - Estimated Construction Cost
PD 2.4 - Schedule

PD 3 PROJECT TEAM

PD 3.1 - PWGSC Departmental Representatives and Authorities ("Technical Authority & Contracting Authority")
PD 3.2 - PWGSC Commissioning Manager
PD 3.3 - Consultant
PD 3.4 - PWGSC Technical Specialists
PD 3.5 - Contractor / Construction Manager

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PD 4 PROJECT GOALS

The Project goals are:

SECTION 2 DESCRIPTION OF REQUIRED SERVICES AND WORK

RS 1 GENERAL ADMINISTRATION SERVICES

- RS 1.1 - General Project Deliverables
- RS 1.2 - Electronic Communications
- RS 1.3 - Correspondence
- RS 1.4 - Media Relations

RS 2 PROJECT MEETINGS

- RS2.1 - Design Meetings
- RS2.2 - Construction Meetings:
- RS2.3 - Commissioning Meetings:

RS3 ADVICE THROUGHOUT THE PROJECT

- RS3.1 - Review of Design and Construction Documents

RS 4 TIME SERVICES

RS 5 COST SERVICES

RS 6 RISK MANAGEMENT

RS 7 SCOPE CONTROL

RS 8 REPORTING AND PROJECT SITE DOCUMENTS

- RS 8.1 - Weekly Reporting
- RS 8.2 - Monthly Reporting
- RS 8.3 - Project Site Documents

RS 9 HEALTH AND SAFETY PLANNING AND IMPLEMENTATION

- RS 9.1 - On Site Personnel

RS 10 ONGOING PWGSC PROJECTS AND OPERATIONS

- RS 10.1- PWGSC Operations

RS 11 QUALITY CONTROL

RS 12 COMMISSIONING

- RS12.1 - Commissioning Plan

RS 13 TENDERING THE WORK

- RS 13.1 - Negotiation

RS 14 CONSTRUCTION MONITORING

RS 15 CHANGES (NOTICES AND ORDERS)

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RS 16 CONSTRUCTION GENERAL INSTRUCTIONS

RS 16.1 - Minimum Standards

RS 16.2 - Shop Drawings

RS 16.3 - Samples

RS 16.4 - Product Data

RS 16.5- Taxes

RS 16.6 - Fees, Permits and Certificates

RS 16.7 - Fire Safety Requirements

RS 16.8 - Field Quality Control

RS 16.9 - Hazardous Materials

RS 16.10 - Temporary Utilities

RS 16.11 - Removed Materials

RS 16.12 - Protection

RS 16.13 - Use of Site and Facilities

RS 16.14 - Site Storage

RS 16.15 - Cut, Patch and Make Good

RS 16.16 - Sleeves, Hangers and Inserts

RS 16.17 - Examination

RS 16.18 - Signs

RS 16.19 - Access and Egress

RS 16.20 - Scaffolds and Work Platforms

RS 16.21 - Public Way protection

RS 16.22 - Waste Management

RS 16.23 - Operations and Maintenance Manuals

RS 16.24 - Records

RS 16.25 - Guarantees and Warranties

RS 16.26 - Clean Up

RS 16.27 - Security Clearances

RS 16.28 - Site Security

RS 16.29 - Building Smoking Environment

RS 16.30 - Dust Control

RS 16.31 -Testing / Laboratory Services

RS 16.32 - Scheduling

RS 16.33 - Cost Breakdown

ANNEX B BASIS OF PAYMENT

(Partial EXAMPLE ONLY)

THE BASIS OF PAYMENT OF THE CONTRACT IS COMPRISED OF THE FOLLOWING

1. **CONTRACTOR'S FEE**
 - Fixed Monthly Fee
 - Percent Construction Fee
 - Additional Personnel
2. **CONSTRUCTION COSTS**
3. **ALLOWABLE DISBURSEMENTS**

1. Contractor's Fee

The Contractor's Fee will be paid monthly in arrears for the term of the contract. The Contractor's fee is based on the aggregate of the following:

a. Fixed Monthly Fee

The fixed monthly fee will be paid in equal monthly installments in arrears over the Term of the Contract. The fixed monthly fee will constitute reimbursement for Services provided by the Contractor's Staff as specified in detail in the Terms of Reference. All services specified in the Terms of Reference are to be included in the Fixed Monthly Fee portion of the contract.

The fixed monthly fee will include:

- i. all overhead, administration, mark-up and profit for the Contractor's operations, including, but not limited to standard office expenses such as any photocopying, computer and software costs, Internet, all telephone and fax, cellular telephones, depreciation, rent and maintenance of office facilities, furniture, office equipment and supplies, taxi charges, parking. Note: Site office costs are included in the percent construction fee.
- ii. the actual cost of all personnel employed or contracted by the Contractor 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;
- iii. The salaries, benefits or other compensation for the Contractor's officers, directors, principals and support staff;
- iv. Travel and accommodation costs related to the Work for the duration of the Contract, of the Contractor's personnel;
- v. All other costs which may be considered disbursements unless specifically listed;
- vi. Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work, unless otherwise expressly provided herein;
- vii. All field personnel such as superintendents, health and safety officers, assistant superintendents, field engineers, commissioning agent, etc., including vehicles and vehicle expenses

b. Percent Construction Fee

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The percent construction fee includes:

- i. The Contractor's percentage mark-up for overhead, profit and general administration costs that are not included in b. (below).
- ii. The construction, maintenance and operation of a site field office at the Site, including, but not limited to standard office expenses such as any photocopying, computer costs, Internet, all telephone and fax, cellular telephones, depreciation, rent and maintenance of office facilities, furniture, office equipment and supplies, taxi charges, parking, communication equipment, advertising and publications, long distance phone, bottled water, courier, stamps, software, office supplies and petty cash items.
- iii. All costs that have not been identified for reimbursement under the Basis of Payment - Fixed Monthly Fee, Additional Personnel, Construction Costs and Allowable Disbursements will be included in the Percent Construction Fee. The percent construction fee will be paid in arrears for each progress claim submitted in accordance with GC5 - Terms of Payment, during the Term of the Contract. The value of the percent construction fee for the payment period will be based on the construction cost of the work actually incurred during that period.

c. Additional Personnel

The Contractor will include in the Fixed Monthly Fees sufficient personnel to complete the Work within the time frame stipulated in BID AND ACCEPTANCE FORM - CONSTRUCTION TIME.

However, should Canada determine that, for the purposes of schedule acceleration, additional personnel is required, Canada will have the right to request that the Contractor provide such additional personnel for the performance of the Work or any part or parts thereof.

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

2. Construction Costs

Determination of Construction Cost will be in accordance with the SUPPLEMENTARY CONDITIONS (SC).

Construction Costs will be reimbursed in accordance with GC5 - Terms of Payment.

Construction Costs will include:

- i. The actual, reasonable and direct costs of subcontracts;
- ii. The actual, reasonable and direct costs incurred by the Contractor, as previously agreed to by Canada in performing the Work, as follows:
- iii. Materials incorporated into the Work, including costs of transportation;
- iv. Materials, products, supplies, equipment, temporary services and facilities, including transportation and maintenance thereof, which are consumed in the performance of the Work, and cost less salvage value on such items used, but not consumed, which remain the property of the Contractor;
- v. Tools, machinery and equipment, exclusive of hand tools, used in the performance of the Work, whether rented by the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof;
- vi. Site engineering, as-built drawings, maintenance manuals and all other documents required to be provided prior to certification of Substantial Performance, as well as commissioning activities;
- vii. Independent inspection and testing services other than those described in the construction documents;
- viii. Temporary services, O & M Manuals, as-builts, engineering drawings and rental costs of site trailers;
- ix. Site washrooms other than those furnished by Canada;
- x. Health and Safety sundries for visitors (hard hats, boots, gloves, goggles, masks, etc.);
- xi. Bilingual Site signage;

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- xii. Utility costs, as applicable;
- xiii. The cost of safety measures and requirements;
- xiv. Cleaning materials supplies, hand tools and consumables;
- xv. Site photos;
- xvi. Printing of construction documents;
- xvii. Removal and disposal of waste products and debris.

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

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

However, the Contractor will be reimbursed for the labour expended by the Contractor's carpenters and general site labourers for any physical construction work related to RS 18 which received prior approval from the Departmental Representative. Site labour costs that have been authorized by the Departmental Representative will be paid monthly in arrears.

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

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

3. Allowable Disbursements

In addition to the Contractor's Fee, Canada will reimburse at actual cost, without any administrative cost or mark-up for overhead or profit, the following disbursements supported by Invoices/receipts:

- i. The cost of the Contractor's insurance and bonding;
- ii. Fees, levies, permits, costs and charges levied by authorities having jurisdiction at the Site;
- iii. Travel, if requested in writing by Canada, would be reimbursed in accordance with the National Joint Council Travel Directives without any administrative cost or mark-up for overhead or profit.

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ANNEX C
CERTIFICATE OF INSURANCE
(not required at id submission)

Page 1 of 2



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured (All Policies)
Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services. , [the Consultant and any Subcontractor, at any tier, performing any part of the Work.](#)

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability Umbrella/Excess				\$	\$	\$
Wrap-Up General Liability Umbrella/Excess				\$	\$	\$
Builder's Risk / Installation Floater				\$		
Pollution Liability				\$		Aggregate
				<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		\$
Marine Liability				\$		
Aviation Liability				\$		Aggregate
				<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		\$
Insert other types if req.				\$		

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

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

Telephone number

Signature

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Date D / M / Y

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CERTIFICATE OF INSURANCE Page 2 of 2

General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page and the policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services, [the Consultant and any Subcontractor, at any tier, performing any part of the Work](#) as an additional Insured and the Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting coverage.

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

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100. The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

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

The policy must have the following minimum limits:

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

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

Wrap-Up General Liability

The insurance coverage provided must be primary to all other insurance policies and must not be less than that provided by the latest edition of IBC Form 2100, except for liability arising from damage to the Work during construction, which must be limited to the completed operations period.

The policy must include an extension for a standard provincial and territorial form of non-owned automobile liability policy and must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

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

The policy must have the following minimum limits:

- (a) Each Occurrence Limit; and
- (b) Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits. The Insurer must provide a waiver of subrogation against any named or additional insured.

Builder's Risk / Installation Floater

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

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

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

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

Contractors Pollution Liability

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

Aviation Liability

The insurance coverage will 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.

Marine Liability

The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.

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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 *Marine Liability Act*, 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.

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.

Other types of Insurance

To be inserted below according to specifics of project.

ANNEX D

SECURITY REQUIREMENT CHECK LIST (SRCL)