



**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

**LETTER OF INTEREST**

**LETTRE D'INTÉRÊT**

Comments - Commentaires

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

140 O'Connor Street

140, rue O'Connor

Ontario

Ottawa

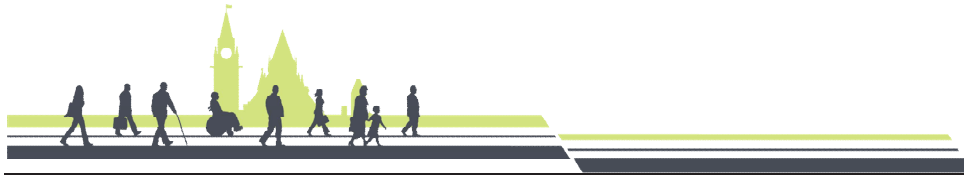
K1A 0S5

<b>Title - Sujet</b> CM - Request for Qualification	
<b>Solicitation No. - N° de l'invitation</b> EH900-201608/B	<b>Date</b> 2020-08-28
<b>Client Reference No. - N° de référence du client</b> 20201608	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$\$FG-362-79040
<b>File No. - N° de dossier</b> fg362.EH900-201608	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-10-13</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Kelly, Jessica	<b>Buyer Id - Id de l'acheteur</b> fg362
<b>Telephone No. - N° de téléphone</b> (873) - ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 11 LAURIER ST National Capital Area (Ottawa) Gatineau Quebec K1A0S5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

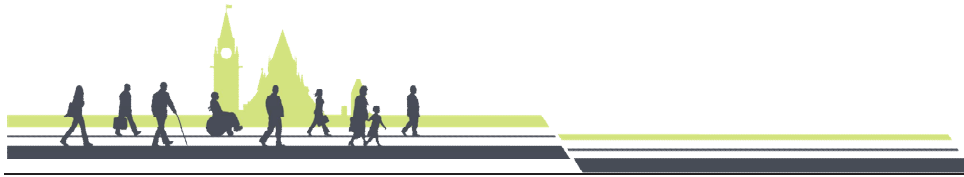
<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title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



**REQUEST FOR QUALIFICATION  
SUPREME COURT OF CANADA REHABILITATION  
OTTAWA, ONTARIO**

**TABLE OF CONTENTS**

<b>PART 1 – GENERAL INFORMATION .....</b>	<b>3</b>
1.1 Introduction .....	3
1.2 Summary .....	3
1.3 Important Notice to Respondents .....	4
1.4 Procurement Approach .....	4
1.5 Phase One (I) – Request for Qualification .....	4
1.6 Phase Two (II) – Request for Proposal .....	5
1.7 Commercial-in-Confidence Meetings/Information Session .....	6
<b>PART 2 – RESPONDENT INSTRUCTIONS .....</b>	<b>7</b>
2.1 Phase I Request for Qualification .....	7
2.2 Definitions .....	7
2.3 Joint Venture .....	7
2.4 Identity or Legal Capacity of the Respondent .....	8
2.5 Phase I RFQ Response Documents .....	8
2.6 Entire Requirement .....	8
2.7 Enquiries .....	9
2.8 Debriefings .....	9
2.9 Response Costs .....	9
2.10 Rights of Canada .....	9
2.11 Submission of Responses .....	10
2.12 Completion of Responses .....	12
2.13 Response Format .....	12
2.14 Revision of a Response .....	14
2.15 Rejection of Response .....	14
2.16 Integrity Provisions .....	16



<b>2.17 Compliance with Applicable Laws .....</b>	<b>17</b>
<b>2.18 Conflict of Interest – Unfair Advantage .....</b>	<b>17</b>
<b>2.19 Code of Conduct .....</b>	<b>18</b>
<b>2.20 Websites .....</b>	<b>18</b>
<b>PART 3 – EVALUATION PROCEDURES .....</b>	<b>20</b>
<b>3.1 Opening of Responses/Evaluation.....</b>	<b>20</b>
<b>3.2 Response Evaluation – Mandatory Technical Criteria and Point-Rated Technical Criteria.....</b>	<b>20</b>
1. Definitions.....	20
2. Mandatory Technical Criteria.....	22
3. Point-Rated Technical Criteria.....	22
4. Evaluation Process .....	29
<b>3.3 Basis of Qualification .....</b>	<b>30</b>
<b>3.4 Conduct of Evaluation .....</b>	<b>31</b>
<b>PART 4 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>32</b>
<b>4.1 General Information .....</b>	<b>32</b>
<b>4.2 Certifications and Information Required with the Response to RFQ .....</b>	<b>32</b>
<b>PART 5 – SECURITY .....</b>	<b>33</b>
<b>5.1 Industrial Security Requirement.....</b>	<b>33</b>

**ANNEX A – Overview of the Project**

**ANNEX B – Security Requirements Check List (SRCL)**

**ANNEX C – Escalation Calculation – 2019 Value of Construction Costs**

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## PART 1 – GENERAL INFORMATION

### 1.1 Introduction

This Request for Qualification is divided into five parts plus annexes and forms as follows:

- Part 1** General Information: provides a general description of the requirement;
- Part 2** Respondent Instructions: provides the instructions, clauses and conditions applicable to the Request for Qualification;
- Part 3** Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the Response, and the basis of selection;
- Part 4** Certifications and Additional Information: includes the certifications and information to be provided;
- Part 5** Security: includes specific security requirements related to this requirement;

### 1.2 Summary

1. Public Works and Government Services Canada (PWGSC) is initiating a process to prequalify Bidders for Construction Management Services for the Supreme Court of Canada Building (SCCB) Rehabilitation. This document defines the requirements for the prequalification of Respondents for this requirement. Interested suppliers are required to respond to this Request for Qualification. Only those Respondents considered by PWGSC to meet the prequalification requirements as defined in this document will be invited to submit competitive Bids for this work during the Request for Proposal phase of the solicitation.
2. The Construction Manager must ensure the SCCB Rehabilitation is delivered on schedule, within the construction estimate and to the level of quality required for a building of this stature and must deliver the following Construction Management Services including but not limited to:
  - Administration Services
  - Planning Services
    - i. Design Package and Conservation Management Planning
    - ii. Quality Management Planning
    - iii. Cost Management Planning
    - iv. Risk Management Planning
    - v. Human Resource Management Planning
    - vi. Procurement Management Planning
  - Implementation Services
    - i. Design Package and Conservation Management
    - ii. Quality Management
    - iii. Cost Management
    - iv. Time Management
    - v. Risk Management
    - vi. Human Resource Management
    - vii. Health and Safety Management, as the as “Constructor” under the Ontario Ministry of Labour regulations and the Occupational Health and Safety Act
    - viii. Work Restrictions and Sequencing Management

- ix. Procurement Management
- x. Waste Management
- xi. Sustainability and Environmental Management
- Construction Services
  - i. Construction and Conservation Oversight and Coordination
  - ii. Fixtures, Furniture, and Equipment (FF&E) and Connectivity, Oversight and Coordination
  - iii. Commissioning Management
- Post-Construction Services
  - i. Deficiency and Seasonal Commissioning Management
  - ii. Maintenance and Call-Back Service Management
  - iii. Warranty Management

### 1.3 Important Notice to Respondents

1. **Security Requirements: There are industrial security requirements associated with this requirement.** For additional information, consult Article 1.6 Phase Two (II) – Request for Proposal, Part 5 Security and Annex B. For more information on personnel and organization security screening or security clauses, Respondents should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).
2. **Integrity Provisions:** In accordance with Canada's Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), Respondents must provide with their Response, if applicable, the Integrity Declaration Form. Please see Article 2.16 Integrity Provisions and Part 4 Certification and Additional Information.

### 1.4 Procurement Approach

1. A two-phase procurement approach will be followed:
  - i. Phase One (I) – Request for Qualification
  - ii. Phase Two (II) – Request for Proposal
2. Prior to delivery and posting of the Request for Proposal (RFP), topic specific commercial-in-confidence meetings, limited to qualified Respondents, may be held to capture relevant input from industry into the RFP.

### 1.5 Phase One (I) – Request for Qualification

1. This Request for Qualification (RFQ), to prequalify Respondents with the necessary experience to function as the Construction Manager, is open to all interested suppliers. The prequalification of a Respondent is based on defined mandatory and point-rated requirements specified in this RFQ.
2. All prequalification requirements in Phase I will be carried over to Phase II. To be eligible to submit a Bid for Phase II, Bidders must first be prequalified by PWGSC at Phase I. The Phase I – RFQ rating will be carried forward and comprise 20% of the total technical score in Phase II – RFP.

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**1.6 Phase Two (II) – Request for Proposal**

1. The information provided in this section does not represent a commitment by Canada and is provided solely for information purposes. It may be modified by PWGSC at Phase II – RFP.
2. Only those Respondents who are prequalified by PWGSC in Phase I will be eligible to submit a Bid in Phase II. The decision to participate in Phase II is the decision of each prequalified Respondent.
3. As part of the RFP, PWGSC will invite Respondents prequalified in Phase I to submit proposals following a two-envelope procedure in which the Bidder provides Envelope 1 – Technical Bid and Envelope 2 – Financial Bid. The form of the RFP submission will be described in the RFP and will address both technical and financial aspects of the requirement. The requirements of the technical submission will be determined by Canada in its sole discretion. For informational purposes, the technical submission is anticipated, but not guaranteed, to include, at a minimum the following requirements:
  - (a) Experience and expertise of key individuals including but not limited to Project Director, Senior Superintendent, Cost/Risk Manager, Design Manager, Conservation Manager and Time Manager;
  - (b) Various questions related to the process(es) and methodology(ies) the Bidder would apply to foster an integrated and seamless implementation strategy for the SCCB program of work, delivered in a construction management delivery model where the design is prioritized and construction occur simultaneously;
  - (c) Assessment of the content and quality of the overall written proposal;
  - (d) An interview; and
  - (e) Other criteria as Canada may deem necessary.
4. Key individuals identified in any resulting RFP will be expected to be available to perform the services as required by PWGSC.
5. The Bidder must hold a valid Security Clearance prior to contract award as indicated at Part 5 – Security and in accordance with Annex B.
6. The Bidder must have the financial capability to fulfill the requirement. As part of the RFP, Canada may require the submission of financial information in accordance with the conditions found in A9033T (2012-07-16) <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9033T>.
7. Values for bonding and insurance at Article 3.2.2 Mandatory Technical Criteria are established for the purposes of this RFQ. The requirement for bonding and insurance may be refined to a greater value in the RFP.
8. Canada intends to limit the first party liability for work in low rise, high rise and heritage buildings.
9. Unless Canada has given express written consent, Bidders submitting a Bid to the RFP, must submit such Bid under the same legal name as was used for their Response to the RFQ. 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 the 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.

10. Bidders are required to have a Procurement Business Number (PBN) before contract award. Bidders may register for a PBN in the Supplier Registration Information system on the Website: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>. For non-Internet registration, Respondents may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

### **1.7 Commercial-in-Confidence Meetings/Information Session**

1. It is anticipated that prequalified Respondents may have an opportunity to submit comments, questions and suggestions to the draft RFP via topic-specific Commercial-in-Confidence Meetings (CCMs) prior to formally issuing the RFP or an information session may be held to provide a general overview. In view of such comments and suggestions, the draft RFP could be revised by Canada.

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## **PART 2 – RESPONDENT INSTRUCTIONS**

### **2.1 Phase I Request for Qualification**

1. The Respondent must demonstrate that it meets the requirements as defined in Part 3 of this document by providing all required information. PWGSC will evaluate the Respondent's qualification submission and determine the prequalification status of the Respondent. PWGSC reserves the right to verify the information and references submitted.
2. All prequalification requirements in Phase I will be carried over to Phase II.

### **2.2 Definitions**

1. For the purposes of this RFQ the following definitions apply:
  - (a) "Bidder" means the person or entity (or in the case of a joint venture, the persons or entities) prequalified in Phase I RFQ to submit a Bid in Phase II RFP;
  - (b) "Bid" the formal bid by a Bidder in response to Phase II RFP;
  - (c) "Respondent" means the person or entity (or in the case of a joint venture, the persons or entities) submitting a Response; and
  - (d) "Response" means the formal response by a Respondent to this RFQ.

### **2.3 Joint Venture**

2. 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 business enterprise, sometimes referred as a consortium, in order to submit together a Response or Bid. Respondents who submit a Response, 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 name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable; and
  - (c) the name of the joint venture, if applicable.
3. If the information is not clearly provided in the Response, the Respondent must provide the information on request from the Contracting Authority.
4. The Response 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 purposes of the Response to the RFQ and any resulting contract.



5. All of the members of the joint venture are jointly and severally responsible for the obligations entered into by the Respondent and/or Bidder in accordance with this RFQ and any resulting contract.

## 2.4 Identity or Legal Capacity of the Respondent

1. In order to confirm the authority of the person or persons signing the Response or to establish the legal capacity under which the Respondent submits a Response, any Respondent who carries on business using a name 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 proceeding to Phase II RFP. 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 Response 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 Respondents submitting a Response as a joint venture.

## 2.5 Phase I RFQ Response Documents

1. The following are the RFQ Response documents:
  - (a) Request for Qualification
  - (b) Annex A Overview of the Project
  - (c) Annex B Security Requirements Check List (SRCL)
  - (d) Annex C Escalation Calculation – 2019 Value of Construction Costs
  - (e) Form 1 – Identification of Respondent
  - (f) Form 2 – Client Reference Form for Representative Project - Structural Project #1
  - (g) Form 3 – Client Reference Form for Representative Project – Structural Project #2
  - (h) Form 4 – Client Reference Form for Representative Project – Heritage Project #1
  - (i) Form 5 – Client Reference Form for Representative Project – Heritage Project #2
  - (j) Form 6 – Client Reference Form for Representative Project – Complex Project #1
  - (k) Form 7 – Client Reference Form for Representative Project – Complex Project #2
  - (l) Form 8 – Integrity Provisions List of Names
  - (m) Any amendment issued before RFQ closing

## 2.6 Entire Requirement

1. The RFQ solicitation documents contain all the requirements relating to this RFQ issued on the Government of Canada Electronic Tendering System (GETS), [buyandsell.gc.ca](http://buyandsell.gc.ca). Any other information or documentation provided to or obtained by a Respondent from any source is not relevant. Respondents should not assume that practices used under previous contracts will continue, unless they are described in the solicitation. Respondents should also not assume that their existing capabilities meet the requirements of the solicitation simply because they have met previous requirements.

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## 2.7 Enquiries

1. Enquiries regarding this RFQ must be submitted in writing to the PWGSC Contracting Authority named on the RFQ – Page 1 as early as possible within the solicitation period. Enquires should be received no later than ten (10) business days before the date set for the RFQ closing to allow sufficient time to provide a response.
2. To ensure consistency and quality of the information provided to Respondents, the PWGSC 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 RFQ sent throughout the solicitation period are to be directed only to the PWGSC Contracting Authority named in the RFQ – Page 1. Failure to comply with this requirement may result in the Response being declared non-compliant.

## 2.8 Debriefings

1. Respondents will be notified in writing after the list of prequalified Respondents is established and, upon request to the Contracting Authority, unsuccessful Respondents will be offered a written debriefing. Should a Respondent desire a written debriefing, the Respondent must contact the Contracting Authority within fifteen (15) business days of the notification of the results of the RFQ requesting such a debriefing.
2. The debriefing will include the reasons the Respondent did not qualify to be invited to participate in Phase II RFP, as applicable. The scope of the debriefing will be limited to the details and results of the evaluation of the specific Respondent's Response. The debriefing will not provide any details on the contents or evaluation results of Responses from other Respondents. The confidentiality of information relating to other Respondents will be protected. Canada will not assume any of the Respondent's costs in relation to the debriefing.

## 2.9 Response Costs

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

## 2.10 Rights of Canada

1. Canada reserves the right to:
  - (a) reject any or all Response(s) received in response to the RFQ;
  - (b) enter into negotiations with Respondents on any or all aspects of their Response;
  - (c) accept any Response in whole or in part without negotiations;
  - (d) cancel the RFQ at any time;
  - (e) reissue the RFQ;

- (f) if no responsive Responses are received and the requirement is not substantially modified, reissue the RFQ by inviting only the Respondents who responded to resubmit a Response within a time period designed by Canada; or
- (g) negotiate with the sole compliant Respondent to ensure best value to Canada.

## 2.11 Submission of Responses

1. Responses must be submitted only to PWGSC Bid Receiving Unit by the date, time and place indicated on page 1 of the RFQ or as otherwise set out in this section 2.11 Submission of Responses.
2. Facsimile copies will not be accepted.
3. The Response must be received on or before the date and time set out for RFQ closing. Before submitting the Response, the Respondent should ensure the following information is clearly printed or typed on the face of the Response envelope:
  - (a) solicitation number;
  - (b) name of Bidder;
  - (c) return address; and
  - (d) RFQ closing date and time.
4. Unless specified otherwise in the RFQ, Responses may be submitted using the epost Connect service provided by Canada Post Corporation.

- (a) The only acceptable email address to use with epost Connect for Responses to the RFQ is:

[tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Responses will not be accepted if emailed directly to the above email address. This email address is to be used to open an epost Connect conversation, as detailed below, or to send Responses through an epost Connect message if the Respondent is using its own licensing agreement for epost Connect

5. To submit a Response using epost Connect service, the Respondent must either:
  - (a) send directly its Response only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement epost Connect provided by Canada Post Corporation; or
  - (b) send as early as possible, and in any case, at least six (6) business days prior to the RFQ closing date and time (in order to ensure a response), an email that includes the RFQ solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
6. If the Respondent sends an email requesting epost Connect service to the specified Bid Receiving Unit in the RFQ solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Respondent to access and action the message

within the conversation. The Respondent will then be able to transmit its Response afterward at any time prior to the RFQ closing date and time.

7. If the Respondent is using its own licensing agreement to send its Response, the Respondent must keep the epost Connect conversation open until at least thirty (30) business days after the RFQ closing date and time.
8. The RFQ solicitation number should be identified in the epost Connect message filed of all electronic transfers.
9. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a Respondent not have a Canadian mailing address, it may use the Bid Receiving Unit address specified in the RFQ in order to register for the epost Connect service.
10. For Responses transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the Response including, but not limited to, the following:
  - (a) receipt of a corrupted or incomplete Response;
  - (b) availability or condition of the epost Connect service;
  - (c) incompatibility between the sending and receiving equipment;
  - (d) delay in transmission or receipt of the Response;
  - (e) failure of the Respondent to properly identify the Response;
  - (f) illegibility of the Response;
  - (g) security of Response data; or
  - (h) inability to create an electronic conversation through the epost Connect service.
11. The Bid Receiving Unit will send an acknowledgment of the receipt of Response document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgment will confirm the receipt of the Response document(s) and will not confirm if the attachments may be opened nor if the content is readable.
12. Respondents must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
13. A Response transmitted by epost Connect service constitutes the formal Response of the Respondent.
14. Canada will make available Notices of Proposed Procurement (NPP), RFQ solicitations and related documents for download through the 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, RFQ 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 Respondent 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.
15. Timely and correct delivery of Responses is the sole responsibility of the Respondent. Canada will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of a Response is the responsibility of the Respondent.

## 2.12 Completion of Responses

1. The Respondent must:
  - (a) Submit a Response, duly completed and signed by an authorized representative of the Respondent, in the format requested, on or before the RFQ closing date and time set.
  - (b) Obtain clarification of the requirements contained in the RFQ, if necessary, before submitting a Response.
  - (c) Provide a comprehensive and sufficiently detailed Response that will permit a complete evaluation in accordance with the criteria set out in this RFQ.
2. **Canada's Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. To assist Canada in reaching its objectives, Respondents should:
  - (a) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
  - (b) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided-duplex, and using staples or clips instead of cerlox, duotangs or binders.

## 2.13 Response Format

1. The following format should be implemented when preparing the Response:
  - Paper size should be - 216mm x 279mm (8.5" x 11")
  - Minimum font size - 11 points Times (or equal) or greater
  - Minimum margins - 12 mm left, right, top, and bottom
  - Double-sided submissions are preferred
  - One '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.
2. The order of the Response should follow the order established in Article 3.2 Response Evaluation Mandatory Technical Criteria and Point Rated Technical Criteria section of the RFQ. The maximum number of pages including text and graphics is stipulated within each criterion description. Where a maximum page limit applies, all pages in excess of the stipulated limit will not be evaluated. The following are not part of this page limitation:
  - Covering letter;
  - Front page of the Response
  - Identification of Respondent Form
  - A completed Declaration Form - Declaration of Convicted Offences, if applicable
  - Client Reference Forms
  - Integrity Provisions List of Names Form

- Additional six (6) copies of the Response
3. If the Response is not submitted through epost Connect service, the Respondent must submit one (1) signed original Response and in addition should submit:
    - (a) six (6) copies of the Response; and
    - (b) one electronic copy in a format compatible with Microsoft Office Suite 2020 or Adobe Acrobat 10.0 on USB.
  4. Respondents must demonstrate an understanding of the requirements contained in the RFQ and explain how they meet these requirements. Respondents must demonstrate their capability in a thorough, concise and clear manner.
  5. The Response must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the Response will be evaluated. Simply repeating the statement contained in the RFQ is not sufficient. In order to facilitate the evaluation of the Response, Canada requests that Respondents address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Respondents may refer to different sections of their Responses by identifying the specific paragraph and page number where the subject topic has already been addressed.
  6. The Response consists of the following:
    - (a) **Identification of Respondent Form:** Respondents must include Form 1 – Identification of Respondent with their Response which provides information required for evaluation such as a contact name and Respondent's Procurement Business Number, etc. Canada may waive informalities and minor irregularities in the Identification of Respondent Form received if Canada determines that the variation of the information provided from the exact requirements set out in the Identification of Respondent Form can be corrected or waived without being prejudicial to other Respondents. If Form 1 is not completed and submitted with the Response, the Contracting Authority will inform the Respondent of a timeframe within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the timeframe provided will render the Response non-responsive.
    - (b) **Joint Venture Experience:** Where a Respondent is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture. A joint venture Respondent may rely on the experience of one of its members to meet any given technical criterion of this RFQ. Joint venture members cannot pool experience with other joint venture members to satisfy a single technical criterion of this RFQ (e.g. two members of a joint venture have one year of experience related to a given criterion, they cannot combine that experience to meet a requirement of 2 years' experience). However, a joint venture member can pool its individual experience with the experience of the joint venture itself. For example, a joint venture consisting of A+B, each member A or B may pool its individual experience with existing experience of that joint venture A+B. Wherever substantiation of a criterion is required, the Respondent is required to indicate which joint venture member satisfies the requirement, or whether the joint venture itself satisfies the requirement. If the Respondent does not identify which joint venture member satisfies the requirement, Canada will provide a timeframe by which this information must be provided. Failure to provide the information within the requested time frame will result in this information not being evaluated.

- (c) **Substantiation of Technical Compliance:** The Response must substantiate the compliance of the Respondent with the specific requirements identified at Article 3.2 Response Evaluation Mandatory Technical Criteria and Point-Rated Technical Criteria, which is the requested format for providing such substantiation (the Substantiation). The Substantiation must not simply be a repetition of the requirements, but must explain and demonstrate how the Respondent meets the requirements. Simply stating that the Respondent complies is not sufficient. Where Canada determines, that the substantiation is not complete, it may evaluate the Response based only on the information that is adequately substantiated or declare the Respondent non-compliant and disqualified.
- (d) **Client Reference Information:** The Respondent is required to obtain client references in accordance with the point rated technical criteria identified at Article 3.2 Response Evaluation Mandatory Technical Criteria and Point-Rated Technical Criteria. The client references should each confirm the facts identified in the Respondent's Response, as required by Forms 2, 3, 4, 5, 6 and 7 Client Reference Forms. If any of the information requested as part of the Client Reference Form:
- i. is not provided in the Respondent's submitted Client Reference Form; or
  - ii. is not validated by a client reference,

Canada will provide a timeframe by which it must be provided. Failure to provide the requested information within the requested timeframe will mean the requested information will not be evaluated. For example, if a representative project cost is not validated, the cost will not be evaluated. Wherever information provided by a reference differs from the information supplied by a Respondent, the information supplied by the reference will be evaluated.

## 2.14 Revision of a Response

1. A Response submitted may be amended provided the revision is received at the office designated for the receipt of the Responses, on or before the date and time set for the receipt of Responses. The revision must be on the Respondent's letterhead or bear a signature that identifies the Respondent, and must clearly identify the change(s) to be applied to the original Response. The revision must also include the information identified in Article 2.11 Submission of Responses and Article 2.12 Completion of Responses.

## 2.15 Rejection of Response

1. Canada may accept any Response or reject any or all Responses.
2. Without limiting the generality of paragraph 1, Canada may reject a Response if any of the following circumstances is present:
  - (a) The Respondent'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 Response 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 from any resulting RFP the employee or subcontractor is to perform.

- (c) The Respondent 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 Respondent, any of its employees or any subcontractor included as part of its Response.
  - (e) Evidence, satisfactory to Canada, that based on past conduct or behaviour, the Respondent, a subcontractor or a person who is to perform the work resulting from the RFP 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 the contractor's hands with respect to a contract with the Respondent, any of its employees or any subcontractor included as part of its Response; or
    - ii. Canada determines that the Respondent's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement of the subject RFQ or any resulting RFP.
3. In assessing the Respondent'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 Response based on Canada's unfavourable assessment of the
- (a) Respondent's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
  - (b) Respondent's performance on other contracts.
5. Where Canada intends to reject a Response pursuant to a provision of paragraphs 1, 2, 3 or 4, other than subparagraph 2(a), the contracting Authority will inform the Respondent and provide the Respondent ten (10) business days within which to make representations, before making a final decision on the Response rejection.
6. Canada may waive informalities and minor irregularities in Responses received if Canada determines that the variation of the Response from the exact requirements set out in the RFQ documents can be corrected or waived without being prejudicial to other Respondents.



## 2.16 Integrity Provisions

1. The *Ineligibility and Suspension Policy* (the "Policy") in effect of the date of the RFQ is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the RFQ. The Respondent must comply with the Policy and Directives, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>.
2. Under the Policy, charges and convictions of certain offences against a Respondent, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by PWGSC that the Respondent 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 RFQ, the Respondent 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 qualification, 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 <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.htm>.
4. Subject to subsection 5, by submitting a Response to this RFQ, the Respondent 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 Respondent or a third party for purposes of making a determination of ineligibility or suspension;
  - (d) it has provided with its Response 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 Respondent is unable to provide any of the certifications required by subsection 4, it must submit with its Response a completed Integrity Declaration Form, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.htm>.
6. Canada will declare non-compliant any Response 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 prequalification that the Respondent provided a false or misleading certification or declaration, Canada may disqualify the Respondent. 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.

## 2.17 Compliance with Applicable Laws

1. By submission of a Response, the Respondent certifies that the Respondent 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 Response and entry into any ensuing contract for the performance of the work.
2. For the purpose of validating the certification in paragraph 1, a Respondent 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 Response.

## 2.18 Conflict of Interest – Unfair Advantage

1. In order to protect the integrity of the procurement process, Respondents are advised that Canada may reject a Response in the following circumstances:
  - (a) if the Respondent, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the RFQ solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - (b) if the Respondent, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFQ solicitation that was not available to other Respondents and that would, in Canada's opinion, give or appear to give the Respondent an unfair advantage.
2. The experience acquired by a Respondent who is providing or has provided the goods and services described in the RFQ 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 Respondent remains however subject to the criteria established above.
3. Where Canada intends to reject a Response under this section, the Contracting Authority will inform the Respondent and provide the Respondent an opportunity to make representations

before making a final decision. Respondents who are in doubt about a particular situation should contact the Contracting Authority before RFQ closing. By submitting a Response, the Respondent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Respondent 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.

## 2.19 Code of Conduct

1. The [Code of Conduct for Procurement \(http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) provides that Respondents must respond to solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the solicitation and resulting contract, submit Responses and Bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a Response, the Respondent 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 Response non-responsive.

## 2.20 Websites

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

- Declaration Form: <http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>
- Trade agreements; <https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

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## **PART 3 – EVALUATION PROCEDURES**

### **3.1 Opening of Responses/Evaluation**

1. There will be no public opening at RFQ closing time.
2. Responses will be evaluated against the mandatory and point-rated technical criteria set out elsewhere in the RFQ. Failure to meet all mandatory requirements will render the Response non-compliant.
3. Only the four (4) Bidders achieving the highest scores will be invited to submit a Bid in Phase II – RFP.
4. Canada has engaged Raymond Chabot Grant Thornton Consulting Inc., as the Fairness Monitor to monitor this procurement process. The Fairness Monitor will provide formal oversight and independent validation of the fairness of the procurement process.
5. An evaluation team composed of representatives of Canada will evaluate the bids.

### **3.2 Response Evaluation – Mandatory Technical Criteria and Point-Rated Technical Criteria**

#### **1. Definitions**

- (a) Building Construction Project: means a new building construction or renovation of an existing building.
- (b) Client: means the project owner, or its representative, of the funding department or organization who was directly involved in contracting the project activities of the representative project.
- (c) Completed: means a project where all the terms and conditions of the contract were met and where a final certificate of completion has been issued or a final invoice paid and where the date on the certificate or payment instrument indicates the date of completion.
- (d) Complex Project: means construction or rehabilitation project in one location only (not multiple sites) that includes a minimum of three (3) of the following characteristics:
  - i. Public infrastructure (e.g. museum, airport, hospital, bridge, etc.);
  - ii. Constrained spatial environment (e.g. metropolitan area, limited land mass area, etc.)
  - iii. High security requirement of an entire facility (e.g. hospital, courthouse, laboratory, prison, industrial facility, etc.);
  - iv. Layers of circulation or technical programming (e.g. pedestrian impact, public transportation, local and centralized systems, multiple user groups, etc.); or
  - v. Process – government, crown corporations or public context (e.g. numerous approval bodies, ministerial or equivalent approval, etc.).
- (e) Construction Manager: means a construction firm responsible for providing construction management advice and services throughout the delivery of the project in accordance with the contract terms and conditions and also is responsible for the construction work.

- (f) Construction Value: means the final cost of the contract (in Canadian dollars) between Client and firm including all amendments. In the case of an Underway project, the price at time of bid submission including all amendments. Canada will escalate the construction cost to 2019 Canadian Dollars as identified in Annex C – Escalation Calculation. Construction Value in currencies other than Canadian currency, will be converted based on the rate of exchange published by the Bank of Canada for the completion date of the representative project.
- (g) Contract Security: means a performance bond (form [PWGSC-TPSGC 505, https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/505-eng.html](https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/505-eng.html)) and a labour and material payment bond (form [PWGSC-TPSGC 506, http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/506-eng.html](https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/506-eng.html)) issued by a bonding or surety company approved by Canada.
- (h) Design-Builder: means a firm or team of firms who enters into a single contract with an owner to provide both professional design services and the construction of the project.
- (i) Heritage Site or Building or Monument: means a site or building or monument designated as heritage (or higher designation such as Classified, or equivalent in the locality) which has been officially recognized by a competent authority under the applicable jurisdiction's legal or policy framework, or demonstrated its eligibility for such a designation under federal or provincial statute, or equivalent.
- (j) Heritage Project: means a construction or rehabilitation project in or on a Heritage Site or Building or Monument that requires heritage trade work including, but not limited to, one or more of the following provided by a heritage trade:
  - i. Exterior stone and brick conservation such as stabilizing, re-pointing, repairing by patching, piecing-in or consolidating, cleaning character-defining exterior stone and brick cladding or replacement in kind of sculpted details or, forced flashings to irregular areas.
  - ii. Plaster conservation work such as repairing historic ceilings (flat and vaulted) or ornamental plaster work by patching, piecing-in or consolidating, or otherwise reinforcing using known conservation methods, including preparation of moulds and castings.
  - iii. Metal conservation such as modifying, assembling, restoring, re-finishing and re-installing doors, grills, canopies, light fixtures or other decorative items; fabricating replicated doors or cast new sconces from moulds of the original; steel windows conservation such as repairing or replacing in kind missing elements or upgrading with compatible hardware.
  - iv. Applying appropriate compatible paints and other coatings and decorative finishes in historic building interiors.
  - v. Marble, wood, ceramic tile and terrazzo flooring and baseboards conservation including repair, cleaning, limited replacement in kind, resealing or grouting.
- (k) Public-Private-Partnership: means a long-term contract between a public sector entity and a private sector entity that outlines the provision of assets and the delivery of services.
- (l) Structural Project: means a significant structural engineering work exhibiting use of non-conventional approaches which resulted in either significant stand-alone real property works or are incorporated into a building.

- (m) Underway: means a project currently in progress and minimum 50% construction costs invoiced by the closing date of this RFQ.

## 2. Mandatory Technical Criteria

- (a) Each Response will be reviewed for compliance with the mandatory requirements of the RFQ. Any element of the RFQ that is identified specifically with the words “must,” “M” or “mandatory” is a mandatory requirement. Responses that do not comply with each and every mandatory requirement will be declared non-compliant and be disqualified.
- (b) The mandatory technical criteria are as follows:

### **M1 Insurance Capability**

The Respondent must demonstrate capability to obtain insurance by providing the following:

1. The Respondent must submit a letter or equivalent documentation from an insurance broker or insurance company licenced to operate in Canada, stating the Respondent is capable of providing wrap-up liability insurance coverage for at least sixty-five million (\$65,000,000.00) Canadian dollars.

### **M2 Contract Security Capability**

The Respondent must demonstrate capability to obtain Contract Security by providing the following:

1. The Respondent must submit a letter or equivalent documentation from an acceptable bonding or surety company stating the Respondent is capable of providing Contract Security in accordance with the contract security conditions for bonds found in R2890D (06-21-2018) <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2890D/9> for a total amount of three hundred fifty million (\$350,000,000.00) Canadian dollars. See Treasury Board Appendix L, [Acceptable Bonding Companies](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494%23appl) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494%23appl>), for bonding and surety companies approved by Canada.

## 3. Point-Rated Technical Criteria

- (a) Each Response will be rated by assigning a score to the rated requirements, which are identified in the RFQ by the word "rated," "R" or by reference to a score. Respondents who fail to submit complete responses with all the information requested by this RFQ will be rated accordingly.
- (b) The point-rated technical criteria are as follows:

**R1 Experience of the Respondent****R1 Project Experience**

The Respondent should identify six (6) Building Construction Projects on a maximum of five (5) pages per project. The Respondent should provide the following information:

1. Project Relevance:

(a) Identify projects as follows:

- i. Provide the name, location and description of two (2) Structural Projects completed after December 31, 2004 or is Underway with a Construction Value of at least \$250,000,000.00 (applicable taxes excluded).
- ii. Provide the name, location and description of two (2) Heritage Projects completed after December 31, 2004 is Underway with a Construction Value of at least \$250,000,000.00 (applicable taxes excluded).
- iii. Provide the name, location and description of two (2) Complex Projects completed after December 31, 2004 or is Underway with a Construction Value of at least \$450,000,000.00 (applicable taxes excluded) implemented by either a Design-Builder, Construction Manager or Public-Private-Partnership project delivery methodology.

If more than two projects are identified for each (i), (ii) and (iii) listed above, only the first two projects of each will be evaluated. The same project should not be submitted for more than one category (Structural Project, Heritage Project, Complex Project). If the same project is identified in multiple categories, the project in the category listed first in the description above (i, ii, iii) will be evaluated.

(b) Describe the services provided as they relate to the following roles and responsibilities for each of the six projects identified in 1(a):

- i. Project or program management;
- ii. Site and construction operations management;
- iii. Design Management;
- iv. Cost Management;
- v. Risk Management;
- vi. Procurement Management;
- vii. Quality Managements

(c) Describe the extent of your involvement, in the context of services described in 1(b) above, for the following stage(s) for each of the six projects identified in 1(a):

- i. Schematic or concept design;
- ii. Design development;
- iii. Design packages;
- iv. Tender and award processes;
- v. Construction and commissioning; and
- vi. Post-construction and warranty period.



- (d) The Respondent should obtain, complete and submit Forms 2, 3, 4, 5, 6 and 7 – Client Reference Forms, as applicable, for each representative Project. If the Client Reference Forms have not been received by the time of the start of the evaluation, Canada will inform the Respondent of a time frame within which to provide the information. Failure to provide the form within the time frame specified will result in the Client Reference Form information not being evaluated. If the Respondent's Client will not release the actual construction cost, the Client's confirmation of cost above the minimum threshold will suffice. If a Respondent submits a project and states the cost cannot be released but the Client confirms it is above the threshold then they will receive the minimum score of 20%.

## 2. Management of Representative Projects

- (a) For each representative project, indicate the initial construction estimates and the final construction cost, with a detailed explanation of any variances (under or over budget), any mitigation strategies employed, with a narrative on the level of success of the mitigation strategies. If there is no variance then explain what services or efforts were undertaken to ensure the project was delivered on budget. In the case of a project Underway, initial construction estimate, current expenditures to date, and forecast at completion as detailed during the last reporting period, any mitigation strategies employed, with a narrative on the level of success of the mitigation strategies.
- (b) For each representative project, indicate the original project schedule and original date of completion, and the actual completion date, with a detailed explanation of any variances (ahead or behind schedule), any mitigation strategies employed, with a narrative on the level of success of the mitigation strategies. If there is no variance then explain what services or efforts were undertaken to ensure the project was delivered on time. In the case of a project Underway, provide the original project schedule, the current-status and forecasted completion date as detailed during the last reporting period and an explanation of any variances, any mitigation strategies employed, with a narrative on the level of success of the mitigation.
- (c) For each representative project, explain the services or efforts taken to mitigate/resolve disagreements, disputes or claims. If there were no disagreements, disputes or claims, provide the mitigation/resolution process(es) that would have applied had they occurred.

## 3. Building Information Modeling (BIM)

- (a) For each representative project, the BIM process and method undertaken at the following stages:
- i. During the design stage, for design and constructability review;
  - ii. During the design and/or construction stage for cost estimating and work planning/sequencing;
  - iii. During the construction stage for health and safety planning/monitoring;
  - iv. During the commissioning and close out stages incorporating commissioned information into the record model. If project is Underway, provide approach to be taken for commissioning and close out stages; and
  - v. Ongoing use of the updated BIM model to determine subcontract and workflow changes.

R1 Experience of the Respondent will be evaluated in accordance with Scale 1 below.

Scale 1	The evaluation information in each of the grid cells below are specifically associated with each R1 criterion (i.e. R1 1 to R1 3). Respondent's Response information should clearly and directly respond to each R1 criterion in the context of the evaluation information presented in the grid cells of Scale 1.						
	0%	20%	40%	60%	80%	100%	Available Points
R1.1 a)	Does not meet minimum characteristics of a structural, heritage or complex project, completed before December 31, 2004 and construction value <\$249M for structural and heritage projects or <\$449M for complex project	Meets minimum characteristics of structural, heritage or complex project, completed after December 31, 2004 or is Underway and Construction cost is > \$449M but ≤ \$550M for complex project or > \$249M but ≤ \$350M for structural and heritage projects	Meets minimum characteristics of structural, heritage or complex project, completed after December 31, 2004 or is Underway and Construction cost is > \$550M but ≤ \$650M for complex project or > \$350M but ≤ \$450M for structural and heritage projects	Meets minimum characteristics of structural, heritage or complex project, completed after December 31, 2004 or is Underway and Construction cost is > \$650M but ≤ \$750M for complex project or > \$450M but ≤ \$550M for structural and heritage projects	Meets minimum characteristics of structural, heritage or complex project, completed after December 31, 2004 or is Underway and Construction cost is > \$750M but ≤ \$850M for complex project or > \$550M but ≤ \$650M for structural and heritage projects	Meets minimum characteristics of structural, heritage or complex project, completed after December 31, 2004 or is Underway and Construction cost is > \$850M for complex project or > \$650M for structural and heritage projects	15 points per project; Total: 90 points
R1.1 b)	Does not meet minimum characteristics of a structural, heritage or complex project, completed before December 31, 2004 and construction value <\$249M for structural and heritage projects or <\$449M for complex project	Relevant services provided in less than three specific roles	Relevant services provided in three or four specific roles	Relevant services provided in five specific roles	Relevant services provided in six specific roles	Relevant services provided in seven or more specific roles	10 points per project; Total: 60 points
R1.1 c)	Does not meet minimum characteristics of a structural, heritage or complex project, completed before December 31, 2004 and construction value <\$249M for structural and heritage projects or <\$449M for complex project	Extent of CM services exceeds 50% in two stages of the project	Extent of CM services exceeds 50% in three stages of the project	Extent of CM services exceeds 75% in two or three stages of the project	Extent of CM services exceeds 75% in four or five stages of the project	Extent of CM services exceeds 75% in all stages of the project	10 points per project; Total: 60 points

Scale 1	The evaluation information in each of the grid cells below are specifically associated with each R1 criterion (i.e. R1 1 to R1 3). Respondent's Response information should clearly and directly respond to each R1 criterion in the context of the evaluation information presented in the grid cells of Scale 1.						
	0%	20%	40%	60%	80%	100%	Available Points
R1.2 a)	Does not meet minimum characteristics of a structural, heritage or complex project, completed before December 31, 2004 and construction value <\$249M for structural and heritage projects or <\$449M for complex project	Very poor explanation of variances, mitigation strategy and its success between initial and final / current construction cost	Weak explanation of variances, mitigation strategy and its success between initial and final / current construction cost	Adequate explanation of variances, mitigation strategy and its success between initial and final / current construction cost is adequate	Good explanation of variances, mitigation strategy and its success between initial and final / current construction cost is good	Very good explanation of variances, mitigation strategy and its success between initial and final / current construction cost	12 points per project; Total: 72 points
R1.2 b)	Does not meet minimum characteristics of a structural, heritage or complex project, completed before December 31, 2004 and construction value <\$249M for structural and heritage projects or <\$449M for complex project	Extremely poor or insufficient explanation of variances, mitigation strategy and its success between original and actual dates of completion	Weak explanation of variances, mitigation strategy and its success between original and actual dates of completion	Adequate explanation of variances, mitigation strategy and its success between original and actual dates of completion	Good explanation of variances, mitigation strategy and its success between original and actual dates of completion	Very good explanation of variances, mitigation strategy and its success between original and actual dates of completion	12 points per project; Total: 72 points
R1.2 c)	Does not meet minimum characteristics of a structural, heritage or complex project, completed before December 31, 2004 and construction value <\$249M for structural and heritage projects or <\$449M for complex project	Poor claim/dispute management services provided, poor or no mitigation strategies, evaluation rationale and conclusions, limited capability to meet performance requirement	Weak claim/dispute management services provided, limited mitigation strategies, evaluation rationale and conclusions, limited capability to meet performance requirement	Acceptable claim/dispute management services provided, some mitigation strategies, evaluation rationale and conclusions, should ensure adequate results	Good claim/dispute management services provided, good mitigation strategies, evaluation rationale and conclusions, should ensure good results	Very good claim/dispute management services provided, excellent or proactive mitigation strategies, evaluation rationale and conclusions, should ensure very good results	12 points per project; Total: 72 points

Scale 1	The evaluation information in each of the grid cells below are specifically associated with each R1 criterion (i.e. R1 1 to R1 3). Respondent's Response information should clearly and directly respond to each R1 criterion in the context of the evaluation information presented in the grid cells of Scale 1.						
	0%	20%	40%	60%	80%	100%	Available Points
R1.3 a)	Does not meet minimum characteristics of a structural, heritage or complex project, completed before December 31, 2004 and construction value <\$249M for structural and heritage projects or <\$449M for complex project	Process and methodology provided for only one of the five aspects with some process details	Process and methodology provided for two of the five aspects with process details per aspect	Process and methodology provided for three of the five aspects with process details per aspect	Process and methodology provided for four of the five aspects with process details per aspect	Process and methodology provided for all five aspects with process details per aspect	15 points per project; Total: 90 points

## **R2 Capacity of the Respondent**

The Respondent should demonstrate in a maximum of five (5) pages the firm's capacity to provide CM services for a project similar to that as described in Annex A – Project Overview while managing other business ventures.

The Respondent should describe and provide the following information in relation to the paragraph above:

1. Capacity to:
  - (a) assemble and direct a CM workforce (excluding subcontractors and suppliers);
  - (b) provide a project management team to support a project similar to that described in Annex A – Project Overview;
  - (c) manage, for a project like that described in Annex A – Project Overview:
    - i. the design package management of enabling projects and a main project as well as the prioritization of design production;
    - ii. Building Information Modelling; and
    - iii. Understand the importance of coordination of scope elements within a complicated program to advance construction and conservation work;
  - (d) provide a time and cost/risk management team for a project like that described in Annex A – Project Overview while maintaining ongoing operations;
  - (e) publicly procure materials, services and work from a variety of sources in an auditable, open, fair and transparent manner; and
  - (f) process and maintain government security clearance requirements for a construction and conservation work force anticipated to be greater than 900 during peak construction periods.

R2 criteria will be evaluated in accordance with Scale 3 below.

Scale 2	The evaluation information in each of the grid cells below are specifically associated with each R2 criterion (i.e. R2 1a to f.). Respondent's Response information should clearly and directly respond to each R2 criterion in the context of the evaluation information presented in the grid cells of Scale 2.						Available Points
	0 %	20 %	40 %	60 %	80 %	100 %	
R2 1 a)	Did not submit information which could be evaluated	Capacity to dedicate a CM workforce of 50 to 64 to a project similar to the SCCB program of work while managing other business ventures	Capacity to dedicate a CM workforce of 65 to 84 to a project similar to the SCCB program of work while managing other business ventures	Capacity to dedicate a CM workforce of 85 to 104 to a project similar to the SCCB program of work while managing other business ventures	Capacity to dedicate a CM workforce of 105 to 124 to a project similar to the SCCB program of work while managing other business ventures	Capacity to dedicate a CM workforce greater than 124 to a project similar to the SCCB program of work while managing other business ventures	80 points
R2 1 b)	Did not submit information which could be evaluated	Extremely poor or insufficient capability to provide project management team for the entire program of work while managing other business ventures	Limited capability to provide project management team for the entire program of work while managing other business ventures	Acceptable capability to provide project management team for the entire program of work while managing other business ventures	Good capability to provide project management team for the entire program of work while managing other business ventures	Very good capability to provide project management team for the entire program of work while managing other business ventures	70 points
R2 1 c) i)	Did not submit information which could be evaluated	Extremely poor, insufficient capability in design package management of projects and prioritizing design production while managing other business ventures	Limited capability in design package management of projects and prioritizing design production while managing other business ventures	Adequate capability in design package management of projects and prioritizing design production while managing other business ventures	Good capability in design package management of projects and prioritizing design production with proactive approach while managing other business ventures	Very good capability in design package management and prioritizing design production with proactive approach by design stage while managing other business ventures	70 points
R2 1 c) ii)	Did not submit information which could be evaluated	No or poor internal BIM capability while managing other business ventures	Limited internal BIM capability while managing other business ventures	Adequate internal BIM capability while managing other business ventures	Good internal BIM capability while managing other business ventures	Very good internal BIM capability while managing other business ventures	70 points
R2 1 c) iii)	Did not submit information which could be evaluated	Poor or no capability for the coordination of scope to advance construction /conservation while managing other business ventures	Limited capability for the coordination of scope to advance construction / conservation while managing other business ventures	Average capability for the coordination of scope to advance construction /conservation while managing other business ventures	Good capability for the coordination of scope to advance construction /conservation while managing other business ventures	Very good capability for the coordination of scope to advance construction /conservation while managing other business ventures	50 points

Scale 2	The evaluation information in each of the grid cells below are specifically associated with each R2 criterion (i.e. R2 1a to f.). Respondent's Response information should clearly and directly respond to each R2 criterion in the context of the evaluation information presented in the grid cells of Scale 2.						Available Points
	0 %	20 %	40 %	60 %	80 %	100 %	
R2 1 d)	Did not submit information which could be evaluated	Extremely poor, insufficient capability to provide a time, cost / risk management team to a project similar to the SCCB program while managing other	Limited capability to provide a time, cost / risk management team to a project similar to the SCCB program while managing other business	Adequate capability to provide a time, cost / risk management team to a project similar to the SCCB program while managing other business	Good capability to provide a time, cost / risk management team to a project similar to the SCCB program while managing other business ventures	Very good capability to provide a time, cost / risk management team to a project similar to the SCCB program while managing other business	70 points
R2 1 e)	Did not submit information which could be evaluated	Poor capability for auditable procurement of commodities and sub-trades from regional, national and international sources	Average capability but no track record for auditable procurement of commodities and sub-trades from regional, national and international sources	Good capability but no track record for auditable procurement of commodities and sub-trades from regional, national and international sources	Good capability and proven / documented track record for auditable procurement of commodities and sub-trades from regional, national and international sources	Very good capability and proven / documented track record for auditable procurement of commodities and sub-trades from regional, national and international sources	50 points
R2 1 f)	Did not submit information which could be evaluated	Extremely poor, insufficient capability to process and monitor internal and sub-trade government security clearances while managing other business ventures	Limited capability to process and monitor internal and sub-trade government security clearances while managing other business ventures	Adequate capability to process and monitor internal and sub-trade government security clearances while managing other business ventures	Good capability to process and monitor internal and sub-trade government security clearances while managing other business ventures	Very good capability to process and monitor internal and sub-trade government security clearances while managing other business ventures	50 points

#### 4. Evaluation Process

Rated Technical Criterion	Rated Topic	Evaluation Scale	Available Points
R1	Experience and Achievements of the Respondent	Scale 1	516
R2	Capacity of the Respondent	Scale 2	510
<b>MAXIMUM POINTS AVAILABLE</b>			<b>1,026</b>

### 3.3 Basis of Qualification

1. To be declared responsive, a Response must:
  - (a) comply with all requirements of the RFQ; and
  - (b) meet all mandatory criteria.
2. Responses not meeting (a) and (b) will be declared non-responsive.
3. Respondents will be ranked in order of highest aggregate score to lowest aggregate score.
4. The four (4) Respondents that meet 1(a) and 1(b) above and obtain the highest total aggregate scores may be selected by PWGSC for subsequent participation in the Phase II – RFP process.
5. In the event multiple Respondents are tied in 4<sup>th</sup> position, all such Respondents may be selected for subsequent participation in the Phase II – RFP process.
6. The examples below are provided to illustrate the process described in paragraphs 3, 4 and 5 above.

#### Example 1

Respondent	Aggregate Score	Responsive (Y/N)	Rank	Selected for participation in Phase II (Y/N)
A	90	Y	1 tied	Y
B	90	Y	1 tied	Y
C	80	Y	3	Y
D	75	Y	4	Y
E	70	Y	5	N
F	65	Y	6	N

#### Example 2

Respondent	Aggregate Score	Responsive (Y/N)	Rank	Selected for participation in Phase II (Y/N)
A	90	Y	1	Y
B	85	Y	2	Y
C	80	Y	3	Y
D	75	Y	4 (tied)	Y
E	75	Y	4 (tied)	Y
F	65	Y	6	N

7. In the event a Respondent, prequalified as per paragraphs 1 through 6 above, elects not to participate in Phase II – RFP, resulting in fewer than 4 participants, PWGSC may invite the next highest ranking Respondent to participate in the RFP process.

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### 3.4 Conduct of Evaluation

1. In conducting its evaluation of the Responses, Canada may, but will have no obligation, to do the following:
  - (a) Seek clarification or verification from Respondents regarding any or all information provided by them with respect to the RFQ.
  - (b) Contact any or all references supplied by Respondents to verify and validate any information submitted by them.

Respondents will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply may result in the Response being declared non-compliant.



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**PART 4 – CERTIFICATIONS AND ADDITIONAL INFORMATION****4.1 General Information**

1. Respondents must provide the following required certifications and additional information to be considered prequalified for Phase II RFP.
2. The certifications provided by Respondents to Canada are subject to verification by Canada at all times. Canada will declare a Response or subsequent Bid non-compliant if any certification made by the Respondent and/or Bidder is found to be untrue, whether made knowingly or unknowingly, during the RFQ or RFP evaluation period or the contract period.
3. The Contracting Authority will have the right to ask for additional information to verify the Respondent's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the Response or subsequent Bid non-compliant.

**4.2 Certifications and Information Required with the Response to RFQ**

1. Respondents must submit the following as part of their Response to RFQ:
  - (a) Integrity Provisions – Declaration of Convicted Offences. As applicable, under Article 2.15 Integrity Provisions, paragraph 5, the Respondent must provide with its Response, a completed Integrity Declaration Form, to be given further consideration in the procurement process.
2. Respondents should submit the following as part of their Response to RFQ:
  - (a) Form 1 - Identification of Respondent Form, duly executed. If Form 1 – Identification of Respondent is not completed and submitted with the Response, the Contracting Authority will inform the Respondent of a timeframe within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the timeframe provided will render the Response non-responsive.
  - (b) Complete list of each individual currently Directors of the Respondent, Form 8 – Integrity Provisions List of Names. If Form 8 – Integrity Provisions List of Names has not been received by the time of the evaluation of Responses is completed, Canada will inform the Respondent of a time frame within which to provide the information. Failure to provide the form within the time frame specified will render the Response non-compliant and the Respondent will not proceed to Phase II RFQ.
  - (c) Client Reference Form for Representative Project – Forms 2, 3, 4, 5, 6 and 7.

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**PART 5 – SECURITY****5.1 Industrial Security Requirement**

1. Respondents should have formally applied and been sponsored for, or hold a valid Facility Security Clearance (FSC) at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD) of PWGSC, or an international equivalent, at the time of RFQ closing date. Information on international contract security requirements can be found at <https://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html>.
2. The Respondent's personnel, as well as any subcontractor and its personnel, identified in the subsequent Phase II RFP must hold a valid security clearance as defined in the security classification guide attached Annex B SRCL, issued by the Contract Security Program (CSP), PWGSC as a prerequisite for contract award.
3. Entities may apply for the requisite security clearance by completing a Request for Private Sector Organization Screening, excluding sections F and G therein, and sending to the Contracting Authority to be sponsored. For additional information on security requirements, Respondents should consult the "Security Requirements for PWGSC Bid Solicitations" on the Industrial Security Program Website: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>.
4. PWGSC cannot guarantee requested security screening/clearance will be completed before the completion of the RFP.
5. The following security requirement may form part of the RFP process and be a necessary prerequisite for contract award:
  - (a) For Canadian suppliers:
    - i. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, with approved Document safeguarding at the level of SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
    - ii. The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC.
    - iii. Processing of CLASSIFIED information electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.
    - iv. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
    - v. The Contractor/Offeror must comply with the provisions of the:
      1. Security Requirements Check List and security guide (if applicable), attached at Annex B;
      2. Industrial Security Manual (Latest Edition).

## (b) For International suppliers:

- i. The contractor and/or any and all subcontractors must be from a country with which Canada has an international bilateral industrial security instrument. The Contract Security Program (CSP) has international bilateral industrial security instruments with the countries listed on the following PSPC website:  
<https://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html?wbdisable=true#s1>
- ii. All CANADA CLASSIFIED information/assets, furnished to the Foreign recipient Contractor / Offeror / Subcontractor, shall be safeguarded as follows:
  1. The Foreign recipient Contractor / Offeror / Subcontractor shall, at all times during the performance of the Contract / Standing Offer / Subcontract, hold a valid Facility Security Clearance (FSC), issued by the National Security Authority (NSA) or Designated Security Authority (DSA) of the supplier's country, at the equivalent level of SECRET, and hold an approved Document Safeguarding Capability Clearance at the level of SECRET in accordance with the National legislation, regulations and policies of the supplier's country.
  2. All CANADA CLASSIFIED information/assets provided or generated under this Contract / Standing Offer / Subcontract will continue to be safeguarded in the event of withdrawal by the recipient party or upon termination of the Contract / Standing Offer / Subcontract, in accordance with the National legislation, regulations and policies of the supplier's country.
  3. The Foreign recipient Contractor / Offeror / Subcontractor shall provide the CANADA CLASSIFIED information/assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National legislation, regulations and policies of, National Security legislation and regulations and as prescribed by the National Security Authority (NSA) or Designated Security Authority (DSA) of the supplier's country.
  4. All CANADA CLASSIFIED information/assets provided to the Foreign recipient Contractor / Offeror / Subcontractor pursuant to this Contract / Standing Offer / Subcontract by the Government of Canada, shall be marked by the Foreign recipient Contractor / Offeror / Subcontractor with the equivalent security classification utilized by the supplier's country and in accordance with the National legislation, regulations and policies of the supplier's country.
  5. The Foreign recipient Contractor / Offeror / Subcontractor shall, at all times during the performance of this Contract / Standing Offer / Subcontract, ensure the transfer of CANADA CLASSIFIED information/assets be facilitated in accordance with the National legislation, regulations and policies of the supplier's country, and in compliance with the provisions of the Bilateral Industrial Security Instrument between the supplier's country and Canada.
  6. Upon completion of the work, the Foreign recipient Contractor / Offeror / Subcontractor shall return to the Government of Canada, via government-to-government channels, all CANADA CLASSIFIED

information/assets furnished or produced pursuant to this Contract / Standing Offer / Subcontract, including all CANADA CLASSIFIED information/assets released to and/or produced by its subcontractors, unless otherwise authorised in writing by the Canadian DSA.

7. CANADA CLASSIFIED information/assets shall be released only to Foreign recipient Contractor / Offeror / Subcontractor personnel, who have a need-to-know for the performance of the Contract / Standing Offer / Subcontract and who have a Personnel Security Clearance at the level of SECRET, granted by their respective National Security Authority (NSA) or Designated Security Authority (DSA) of the supplier's country, in accordance with the National legislation, regulations and policies of the supplier's country.
8. CANADA CLASSIFIED information/assets provided or generated pursuant to this Contract / Standing Offer / Subcontract shall not be further provided to a third party Foreign recipient Subcontractor unless:
  - a. written assurance is obtained from the third-party Foreign recipient's National Security Authority (NSA) or Designated Security Authority (DSA) to the effect that the third-party Foreign recipient Subcontractor has been approved for access to CANADA CLASSIFIED information/assets by the third-party Foreign recipient's NSA/DSA; and
  - b. written consent is obtained from the NSA/DSA of the supplier's country, if the third-party Foreign recipient Subcontractor is located in a third country.
9. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of their respective National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the National legislation, regulations and policies of the supplier's country.
10. The Foreign recipient Contractor / Offeror / Subcontractor shall not use the CANADA CLASSIFIED information/assets for any purpose other than for the performance of the Contract / Standing Offer / Subcontract without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
11. The Foreign recipient Contractor / Offeror / Subcontractor visiting Canadian Government or industrial facilities, under this contract, will submit for approval a Request for Visit form to Canada's Designated Security Authority (DSA) through their respective National Security Authority (NSA) or Designated Security Authority (DSA).
12. The Foreign recipient Contractor / Offeror / Subcontractor shall immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA CLASSIFIED information/assets pursuant to this Contract / Standing Offer / Subcontract has been compromised.

13. The Foreign recipient Contractor / Offeror / Subcontractor shall immediately report to its respective National Security Authority (NSA) or Designated Security Authority (DSA) all cases in which it is known or there is reason to suspect that CANADA CLASSIFIED information/assets accessed by the Foreign recipient Contractor / Offeror / Subcontractor, pursuant this Contract / Standing Offer / Subcontract, have been lost or disclosed to unauthorized persons.
14. The Foreign recipient Contractor / Offeror / Subcontractor shall not disclose CANADA CLASSIFIED information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the recipient's National Security Authority/ Designated Security Authority (NSA/DSA).
15. The Foreign recipient Contractor / Offeror / Subcontractor shall comply with the provisions of the International bilateral industrial security instrument between the supplier's country and Canada, in relation to equivalencies.
16. The Foreign recipient Contractor / Offeror / Subcontractor must comply with the provisions of the Security Requirements Check List attached at Annex C.
17. The Foreign recipient Contractor / Offeror / Subcontractor must use the below table of equivalency in conjunction with the above paragraphs, in accordance with the National legislation, regulations and policies of the supplier's country, and in accordance with the provisions of the International bilateral industrial security instrument between the supplier's country and Canada, in relation to the equivalencies of CANADA CLASSIFIED SECRET information/assets.
18. In the event that a Foreign recipient Contractor / Offeror / Subcontractor is chosen as a supplier for this Contract, subsequent Country-Specific Foreign security requirement clauses shall be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

## ANNEX A – PROJECT OVERVIEW

PWGSC, commonly referred to as Public Services and Procurement Canada (PSPC), has been planning for the Supreme Court of Canada Building (SCCB) rehabilitation project (the Project) for a number of years.

Over the past 15 or more years, PSPC has undertaken many studies and projects related to the SCCB, its site and surrounding area with a vast number of consultants and contractors performing services.

PSPC is currently updating the building and functional programs and undertaking a carbon neutral / green-house gas reduction study.

The information below provides Project context, background and general intent.

### 1. CONTEXT

#### 1.1. Urban Context

As the capital city of Canada, Ottawa is the fourth largest city in the country. The city is located on the south bank of the Ottawa River in the eastern portion of Southern Ontario. Ottawa borders Gatineau, Quebec, and together they form the National Capital Region (NCR). Founded in 1826 as Bytown and then incorporated as "Ottawa" in 1855, the city has evolved into the political center of Canada. Its original boundaries were expanded through numerous minor annexations and ultimately replaced by a new city incorporation and major amalgamation in 2001 which significantly increased its land area. The 2016 census had the city's population as 934,243 and the metropolitan area's population as 1,323,783 (Statistics Canada, 2012).

The city sits on traditional and unceded Algonquin and Anishinabek territory. The city name "Ottawa" was chosen in reference to the Ottawa River, the name of which is derived from the Algonquin word Odawa, meaning "to trade".

The site area is located in the core area boundary as defined by the NCC in the [Sector Plan for Canada's Capital Core Area](#), represented below.

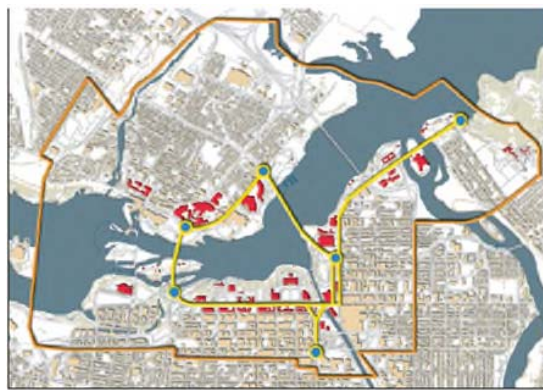


FIG. 1 CORE AREA BOUNDARY | SOURCE: NCC, JUNE 2005

The Capital Core Area is the hub of Canada's National Capital Region, and houses the seat of the federal government of Canada, represented by the Parliamentary and Judicial Precincts.

The Capital Core Area is a unique mix of the symbolic and the practical, comprising federal political, cultural, and administrative institutions situated along a unifying Confederation Boulevard - Wellington Street.

This assembly creates a special sense of place and identity for Canada's Capital, articulating the picturesque compositional order and separation of the Parliamentary and Judicial Precincts



from the broader built, orthogonal cityscape by Confederation Boulevard, often referred to in publications as the concept of "Town and Crown".

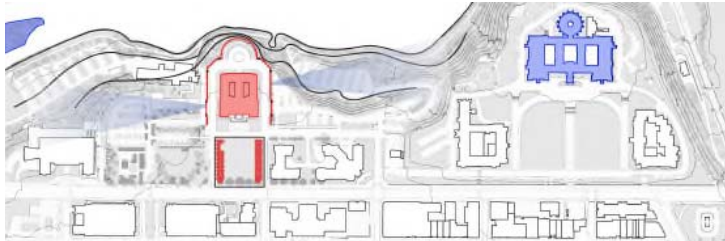


Aerial view of the Parliamentary and Judicial Precincts Area.

Source:  
Parliamentary and Judicial Precincts Area Site Capacity and Long Term Development Plan, 2006 Update: du Toit Allsopp Hillier, Diamond and Schmitt, McCormick Rankin, Goldsmith Borgal, Schollen + Company, Weaymouth +Associates.

### 1.2. The Site

Together with Parliament, the Supreme Court of Canada Building is one of the "two primary national institutions on the plateau" (LTVP, 2006), symbols of the federal complex on Confederation Boulevard.



The Supreme Court of Canada Building in the Judicial Precinct (in red) and the Centre Block in the Parliamentary Precinct (in blue).

Source: Judicial Precinct Site Development Investigation & Report, Lemay/WSP, 2018



Two Primary Symbols on Promontories.

Source: Parliamentary and Judicial Precincts Area Site Capacity and Long Term Development Plan, 2006 Update: du Toit Allsopp Hillier, Diamond and Schmitt, McCormick Rankin, Goldsmith Borgal, Schollen + Company, Weaymouth +Associates

### 1.3. A Primary Symbol

PSPC engaged Lemay Co Inc. in conjunction with WSP Canada Inc. to study development options for the Judicial Precinct. They noted that highlighting the SCCB as a national symbol and celebrating its presence on Confederation Boulevard is essential to the NCC's vision of Canada's Capital. Their 2018 Judicial Precinct Site Development Investigation & Report reinforces, among many other important concepts, that:

- The symbolic primacy and visual dominance of the SCCB and landscape upon its

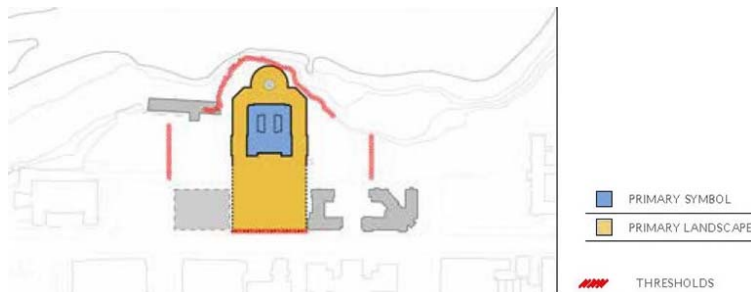
- riverside promontory should be protected and supported by any new development;
- The building, its forecourt and belvedere terrace comprise a balanced and unified core that is the focus of the Judicial Precinct; and
- Through an intrinsic relationship of built form and landscape, [the Supreme Court of Canada Building] expresses and enhances the dignity and symbolism of the Court and its primacy.



Supreme Court of Canada Building, looking west from Parliament Hill.

Source: Judicial Precinct Site Development Investigation & Report, Lemay/WSP, 2018

Purposefully set back from Wellington Street, like Centre Block on the upper of the two plateaus north of Wellington Street, the SCCB is bound by historic thresholds to the east and west as conceived by Ernest Cormier in collaboration with Jacques Gréber and the rocky escarpment overlooking the Ottawa River.



Source: Judicial Precinct Site Development Investigation & Report, Lemay/WSP, 2018

## 2. BACKGROUND

### 2.1. History

The SCCB, with its austere exterior and luxurious interior, represents an important and original contribution to public architecture by Ernest Cormier, one of Canada's most accomplished architects of the 20th century. Cormier succeeded in expressing the dignity of the highest court in the land and synthesizing two artistic movements: the picturesque, at the time both official and nationalistic, and modernized classicism, a more universal movement derived from French

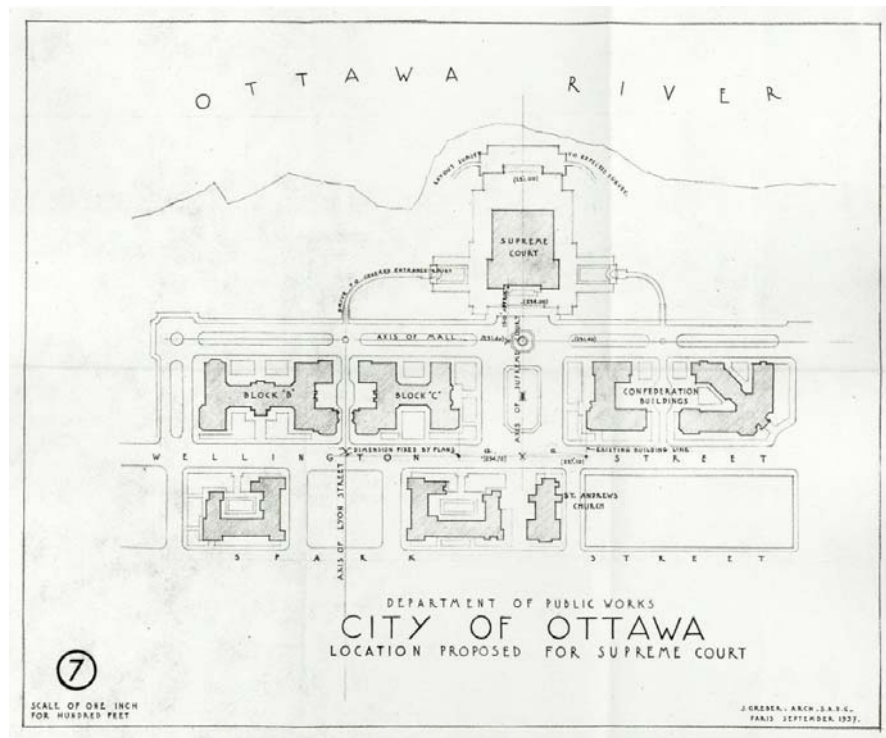


rationalist tradition.

The plan to build new facilities for the Supreme Court of Canada (SCC) dates from the early 20th century. It was part of a series of ambitious architectural projects for Parliament Hill designed to create a capital reflective of Canada's economic importance and international profile. In 1903, Frederick Todd prepared a report for the Ottawa Improvement Commission. To fulfill the urban vision of the Todd Report, a national competition was held in 1906 for architects to design two new government buildings, one of which was the Supreme Court. Initially located on Sussex Drive, a site to the west was chosen in 1911. Todd was consulted by Edward White, hired by the Department of Public Works to prepare a master plan for the land acquired on the north side of Wellington Street. White and Todd determined that the site of the building would be set back from Wellington, framed by government buildings and situated near the edge of the cliff overlooking the Ottawa River.

The decision to construct the SCCB was made in early 1936. Prime Minister William Lyon Mackenzie King toured the site and confirmed the site proposed by various master plans. King saw the SCCB as the crowning structure in the complex of federal buildings north of Wellington, that together create an image of Canadian confederation where the executive and judiciary complement the legislature. Jacques Gréber, hired by King in 1937 to help improve the capital, also considered the location of the SCCB. Gréber, working collaboratively with Cormier, developed the idea of raising the SCCB on a plinth. This design resulted in an interior garage located under the side and rear terraces in a U-shape while the center space contained the basement and sub-basement.

PSPC's 2001 Conservation Guidelines for the SCCB and Site notes "the consultation between Jacques Gréber and Ernest Cormier fully integrated the building and its site into the most significant planning document written for the nation's capital. The precise location of the building and design of the Plaza was defined in relation to the planned Mall (the re-aligned Vittoria Street), the position of the flanking governmental buildings and the embellished Wellington Street".



Proposed Site Plan: Jacques Gréber, 1937

Construction of the SCCB began in October 1938. In the following year, Canada was at war and despite the Government's freeze on building projects, construction of the SCCB proceeded. The building was hastily completed by 1940 and requisitioned in 1941 to support the Canadian war effort. The end of World War II saw Cormier hired again by Government to renovate the building following its military use and complete the architectural details and the building's interiors. The SCC and the Federal Courts occupied the building in 1946.

The SCCB is five storeys above grade (basement, ground and 1st, 2nd and 3rd floor) and one storey below grade (sub-basement). It has a gross area of 30,825 m<sup>2</sup>, a rentable area of 12,370 m<sup>2</sup> and a usable area of 11,341 m<sup>2</sup>. Most of the space is special purpose space that is unique to the SCC and Federal Court and accommodates specific activities that are essential to the judicial program. The balance of the space includes common support space that is generically provided on each floor and dedicated support space that is program-specific.

Situated on a rocky promontory on a 2.38-hectare site, the building is framed with steel and clad in granite. The roof is formed in a Chateau-style with rows of dormers and clad in copper. Exterior doors and frames, windows and exterior grilles are bronze finished. Two interior light wells are located on either side of the SCC's courtroom, providing natural light to the courtroom and interior circulation spaces. Interior walls are constructed of terra-cotta or brick and covered with plaster, marble, walnut and mahogany veneer finishes.

Notwithstanding that several projects have been undertaken over the years, the SCCB has not had a complete renovation since construction was completed.

In 1988, the [Federal Heritage Building Review Office](#) granted the building its highest heritage designation as a 'Classified' heritage property based on its strong historical associations, impressive architectural design and detailing, its prominent location within the Ottawa landscape and its status as a national landmark ([FHBRO Reference Report: 87-034](#)).

At the time of its construction, its siting and design were central to the establishment of the new government precinct west of Parliament Hill. Its symbolic presence has increased over the years with the expansion of the Supreme Court's influence and power. As the home of the SCC, it has become a familiar symbol of the justice system in Canada at its highest level.

The importance of the SCC has grown within a building that is an eloquent, three-dimensional representation of the role the SCC has assumed in the life of Canada. Cormier demonstrated how the classical ideal of clarity and logic placed at the service of democratic ideals, and the traditional values of fine materials and skillful workmanship, can be modified to reflect the spirit of the times, without losing their visual impact and symbolic power.

While the Federal Courts' operations were relocated from the SCCB in 2003 to separate leased facilities, it still maintains a right of access to courtroom space within the SCCB. Judges and staff are brought in, as needed, for specific federal court cases. Two courtrooms located on the ground floor are dedicated to the Federal Court.

## **2.2. Repairs and Maintenance Are No Longer Sufficient**

The SCCB's major systems and components are overdue for their first life cycle rehabilitation. Emergency repairs, maintenance and some conservation have been undertaken since the 1990s to maintain occupancy of the SCCB. These measures cannot be completely investigated and precisely determined until the SCCB is vacated and decommissioned. In some cases, the building's mechanical and electrical systems are located behind heritage finishes and, possibly, they could be embedded in the building's structure. As a result, system infrastructure has not been fully serviced since its construction and its rehabilitation will entail extensive intervention into valued heritage components.

The work will be complex, time-consuming and expensive as compared to the rehabilitation of a

non-heritage building. The Project will require significant planning, expert consultation, recognized conservation techniques, and the use of skilled artisans.

### **2.3. Parking Garage**

The garage has not had any significant rehabilitation since its original construction and is now in fair to poor condition. A 2010 Feasibility and Investigation Report<sup>1</sup> examined the state of deterioration of the garage due to water infiltration and de-icing salt. The report noted that the waterproof membrane was barely functional and had allowed water to infiltrate the concrete roof slab and caused deterioration such that the reinforcing steel was exposed. Water infiltration was so significant that drip pans were installed to manage and direct the flow of water.

### **2.4. North Escarpment**

The nearly vertical escarpment adjacent to the SCCB was severely cut back about 6 metres from its original profile along with the toe of the escarpment to create a pathway at the base of the escarpment adjacent to the Ottawa River. This, coupled with an inadequate drainage management above the cliff, has contributed to water run-offs that have caused increased erosion and water infiltration into the already fractured limestone. Water infiltration contributes to increased freeze/thaw cycles, ice-jacking and invasive vegetation that exacerbate the natural weathering process by increasing rock fractures and causing ongoing loosening of rock. The escarpment exhibits potential instability, toppling and gravity-fall type failures that could be caused by erosion of undercut rock blocks or columns and weathering of the rock through freeze-thaw action. As well, the condition of the existing rock bolts at depth require further investigation.

Further investigation of the structural capacity of the bedrock underlying the garage is required, particularly as its structural stability has a direct effect on the SCCB structure, the replacement of the parking garage and the ability to construct additional program space, potential ventilation tunnels, and relocated or new infrastructure as part of the Project.

### **2.5. Structure**

The main structure consists of poured-in-place concrete floor slabs and precast concrete slabs supported on structural steel beams and columns. The foundation is constructed of reinforced concrete walls that bear directly on bedrock.

The original structural design loading is in general conformity with current code requirements for gravity and wind loads but not for earthquake loads, a requirement introduced to the building code after the building's construction. Seismic reinforcement, as part of the building's rehabilitation, will address structural and non-structural elements, including the addition of structural steel brace frames. The structural upgrade would affect the interconnection and restraint of exterior granite, masonry, the concrete-encased steel frame as well as the concrete shear walls and core walls. Non-structural seismic upgrades would affect the connection of the precast roof panels to the steel frame; the chimneys; the connection and lateral restraint of interior masonry walls; new support for storage racks and ceiling; and lateral supports for mechanical and electrical components.

### **2.6. Exterior Envelope**

An exterior masonry screening study<sup>2</sup>, conducted between 2011 and 2013, identified various issues associated with the building envelope system and the interventions needed to maintain the envelope integrity. Since 2017, emergency work has been undertaken to fix and patch

<sup>1</sup> Feasibility and Investigation Report, Supreme Court of Canada, Garage and Rehabilitation, DFS Inc. architecture and design, 2010

<sup>2</sup> Supreme Court of Canada Building: Masonry Repairs Project, Heritage Conservation Directorate, PSPC, 2011-2013

failed elements of the building envelope.

Most of the steel windows are the original operable steel, bronze-finished casement windows protected by storm windows. Both windows are single-glazed and divided with multiple mullions. The window frames are corroded and have been painted over frequently. The window seals leak, the window hardware is no longer functional, and the windows are no longer square.

The granite masonry panels exhibit displacement, staining, cracking and jacking. Panel displacement may indicate inadequate ties or deterioration of the ties between the granite panels and the back-up masonry walls or rusting of the steel columns embedded in the masonry. Mortar joints were considered to be in moderate to poor condition. Water infiltration due to open joints and deficient roofing, gutters, de-icing and drainage systems was observed. The upper stone courses are visibly wet throughout the year. Physical investigations are required to determine the extent of damage to the stone panels and supporting steel structure.

The SCCB was designed with a number of chimneys and towers along the perimeter of the building and within the two courtyards. Several chimneys are functional and relate to the various fireplaces throughout the building. Others only provide aesthetic balance to the building's design. The chimneys along the north façade were dismantled and rebuilt in 2003 and those along the east and west facades were repointed in 2004. The 2011-2013 study also noted that the chimneys within the light wells showed voided mortar joints and poor bonding with the granite panels. The chimneys and towers require seismic reinforcement as part of the overall seismic upgrade of the building.

#### **2.7. Environmental Condition**

A 2012 survey<sup>3</sup> of asbestos-containing materials confirmed that both friable and non-friable asbestos remain within the building. The survey was limited to only accessible areas. Asbestos locations include pipe ductwork insulation, plaster and floor tiles. Asbestos materials are suspected to be concealed behind heritage finishes. Given that the building was built in the late 1930s when asbestos was added to plaster as a strengthening agent, it is suspected that all the building's plaster contains friable asbestos.

#### **2.8. Building Access**

Several accessibility studies have noted difficulty in building access, lack of accessible offices and support spaces. Physical improvements within and outside the SCCB are needed to meet government accessibility and security policies and related standards and regulations.

### **3. VISION STATEMENTS**

#### **3.1. SCC Vision Statement**

The SCC has developed its vision statement for the rehabilitation Project, as follows:

The rehabilitation of the iconic SCCB and its setting will optimize the accommodations and technologies to support the Court and its services and ensuring and enhancing the independence and dignity of the Court and the Judiciary.

#### **3.2. PSPC Project Team Vision Statement**

Within the framework of the SCC's vision, PSPC developed its own vision statement considering PSPC's broader mandate and the ongoing evolution of the long-term vision for the Judicial Precinct, as follows:

<sup>3</sup> Designated Substance Report, PWGSC, 2012

As a physical expression of our commitment to democracy and the principle of freedom, the rehabilitation of the SCCB and its landscape seeks to optimize accommodation and technologies to support the future operations of the Court and its services. Through enhancing the openness, accessibility of the Supreme Court of Canada, its judges, staff and visitors, the rehabilitation will ensure the independence of the Judiciary.

Change within the Judicial Precinct needs to occur in a way that balances the evolving needs of the Courts and other users with the overriding commitments to preserve the historic, environmental and symbolic primacy of the site.

#### 4. REHABILITATION INTENT

##### 4.1. General Requirements

Rehabilitation of the SCCB will be challenging, particularly in light of its heritage value. However, rehabilitation presents opportunities to protect, enhance and retain key elements of the building that contribute to its considerable heritage value.

The intent of the rehabilitation is to provide a 125-year life cycle or better for the building foundation, superstructure and building envelope once the project is completed.

PSPC and Government-wide priorities to be addressed through the rehabilitation of the SCCB are included in the following activities:

- Environmental remediation through the removal of hazardous substances;
- Accessibility upgrades required to meet Treasury Board's Accessibility Standards for Real Property and the Accessible Design for Built Environment - Canadian Standards Association CAN/CSA B651-18 and its supplements;
- Conservation of an iconic 'Classified' heritage asset;
- Inclusion of Indigenous features and Indigenous participation in the Project;
- Respect for the guiding principles developed for the Parliamentary Long-Term Vision and Plan and Judicial Precinct that include addressing the health and safety risks to occupants and the public arising from the deteriorated state of the SCCB; modernizing the building to meet the accommodation of a 21<sup>st</sup> century SCC; enhancing security for occupants and the public; and substantively increasing the sustainability of the SCCB, including reduction of its GHG emissions; and
- Compliance with the *Accessibility Canada Act*, Canada Occupational Health and Safety Regulations (COHS), the Policy on the Management of Real Property, and the National Building Code of Canada (NBCC).

Generally, the Project challenges and opportunities include:

- Upgrading the building to meet the NBCC while maintaining the SCCB's heritage character-defining elements;
- Integrating technological upgrades and meeting security requirements within the bounds of good heritage conservation practice;
- Rehabilitating the SCCB so that it is fully capable of meeting its intended uses and adaptable for future uses as required with limited changes;
- Ensuring the long-term use of the building and the health and safety of its occupants and visitors through improvements to the structure, building envelope and support systems;
- Constructing overdue health and safety work, including fire exits, hazardous material abatement, and replacement of mechanical and electrical systems and equipment;
- Constructing appropriate, durable, secure and scalable information technology systems, networks and equipment; and
- Providing a secure environment for SCCB occupants and the public.

##### 4.2. Preparatory Work

Preparatory work is required and will consist of two principal phases. The first phase will occur following the formation of the Project Team with the A&E Consultant and the Construction Manager and the second phase will begin once the SCCB is vacated.

To the extent possible, the first phase will entail intrusive and destructive investigation of various areas and components of the SCCB and its surroundings to gather and analyze information essential to the design. These investigations will occur when the SCC is not in session and are subject to the availability of resources. Moving the SCC to the West Memorial Building and heritage assets to storage facility will be the final activities before the second phase

The second phase of preparatory work includes, but is not limited to:

- Reconfiguration of site utilities such as the water supply, storm and sanitary sewer piping, central steam and chilled water, and electrical supply, including emergency power;
- Decommissioning and disconnection of building systems;
- Installing temporary heating and fire protection systems;
- Site preparation; and
- Ensuring continuous access to the roadways and sidewalks surrounding the site, etc.

#### **4.3. Seismic Reinforcement**

Based on historical documentation, the structure of the SCCB was probably designed only for wind and gravity loads. Seismic design loads were only introduced to Canada's national building codes in the 1960s. Initial seismic assessment<sup>4</sup> indicates that in all areas, except for the upper floors, the building is deficient to the 60% force level required by PSPC policy<sup>5</sup>. The building is capable of resisting only 23% to 33% of the 2010 NBCC force levels in its current state. If adequate connection between the lateral load-resisting structural elements were present to ensure full load transfer to engage all elements of the assembly, these values could be increased to between 51% to 73%.

In addition to the stressing of the building's structure during a seismic event, other components such as the masonry back-up walls, chimneys, the anchorage of exterior granite cladding, precast concrete roof panels, interior terracotta partitions and roof trusses pose a risk to the integrity of the building and to the safety of the occupants. Review of existing drawings and onsite investigations indicate that such connections are not currently adequate.

#### **4.4. Parking Garage**

None of the parking garage meets the NBCC requirement for 250 psf. live load, meaning the parking deck and supporting columns and their footings require full replacement.

#### **4.5. Escarpment Stabilization**

The SCCB sits on a rocky escarpment with a length of about 135 metres and a height of about 20 metres. The escarpment is experiencing accelerated deterioration and destabilization that pose a health and safety risk to users of Cliff Park to the northwest of the SCCB and along the recreational path at the base of the escarpment. PSPC has started work to stabilize the escarpment to prevent rock fall onto park and pathway users.

However, a 2013 structural assessment of the parking garage<sup>6</sup> identified fractured rock and degraded bedrock within the parking garage. Further investigation into the bedrock underlying the footprint of the garage is required to determine the structural capacity of the bedrock to

<sup>4</sup> Seismic Assessment: Structural Seismic Options, Costs and Commentary; Cleland Jardine Engineering, 2014

<sup>5</sup> Seismic Resistance of PWGSC Buildings, PSPC, 2001

<sup>6</sup> Supreme Court of Canada Garage, Condition Report and Structural Assessment, Cleland Jardine Engineering Ltd., 2013

support the SCCB over the long term.

#### **4.6. Heritage Conservation**

Rehabilitation of the SCCB serves to conserve and rehabilitate the building's structure, envelope and fabric using best-practice conservation standards balanced with respectful contemporary architectural expression. The intent is to blend the conservation of heritage elements with the functionality of a modern SCC.

The extent and quality of conservation will be undertaken in accordance with the principles and guidelines contained in the [Standards and Guidelines for the Conservation of Historic Places in Canada](#), the recommendations of the FHBRO and good conservation practice. The degree of conservation will have to be carefully planned and controlled in the implementation stage.

#### **4.7. Judicial Accommodations**

The prominence of Canada's justice system has increased over the years with the expansion of the SCC's influence both nationally and internationally. The SCCB was originally designed to accommodate the SCC, the Federal (Exchequer) Courts and 60 associated staff. However, today there are more than 300 occupants.

It is estimated there is a space shortfall of more than 3,000 m<sup>2</sup> that, if unresolved, could mean the relocation of non-core staff to nearby office space. In order to retain the heritage integrity of the SCCB, additional space must be found in an extensive reconfiguration of mostly non-heritage spaces as well as through operational efficiencies and the use of government workplace standards, where appropriate.

Courtrooms are expected to enhance the current limited use broadcasting and interactive technologies, as are meeting rooms.

#### **4.8. New Building Systems**

New mechanical and electrical systems are to replace existing, aged systems not designed for modern occupancies, let alone today's judicial accommodation and operations. Sufficient outside air distribution and control, interoperable information technologies and security systems will form the basis of an intelligent building to meet occupancy requirements well into the future.

Implementation of energy savings and greening initiatives and reduction of greenhouse gas emissions require careful planning, design and construction of the SCCB building envelope, balancing spatial requirements with new interior fit-up, and security zoning.

#### **4.9. Improved Access and Security**

Key elements of the Project requiring careful design and construction while balancing the conservation of the iconic building and its site are:

- Accommodation of all people with disabilities;
- Appropriate measures for building access; and
- A common approach for open and safe public use of the grounds within the federal district north of Wellington Street.

#### **4.10. Sustainability**

Canada tabled the fourth iteration of the [Federal Sustainable Development Strategy](#) in 2019 that targets reduction of Greenhouse Gas (GHG) emissions by 30% and emissions from federal buildings by 40% by 2030 and net-zero energy by 2050. The SCCB's planned rehabilitation



needs to meet these targets through integrated and comprehensive design and construction.

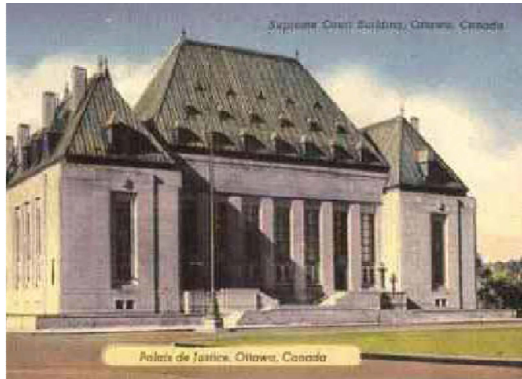
#### 4.11. Designated Substances

Numerous designated substance reports have identified the presence of friable and non-friable asbestos-containing materials, lead, silica, mercury, polychlorinated biphenyls (PCB) and other hazardous materials. The surveys were conducted while the building was occupied, limiting the extent of the surveys to a minimum of surface sampling. To confirm the full extent and locations of hazardous material throughout the building, a thorough and intrusive survey must be conducted.

#### 4.12. Site and Landscaping

Site improvements and landscaping includes roads, paths, stairs, ramps, fencing, building façade lighting, and pedestrian security lighting.

Balancing the changing layout and use of the SCCB site over time, as seen in the image below, with original plan developed by Jacques Gréber and the urban planning concept of "Town and Crown" will present design challenges.



No tree presence on the SCCB forecourt until 1970.  
Source: Geenerpasture.com

Developing an integrated site plan with the evolving Parliamentary Precinct along with substantial building and site alterations underway at the Cliff Heating and Cooling Plant, immediately west of the SCCB, will present significant design and approval challenges for the Project.

### 5. PROJECT SCALE

The Project is of national importance and will be similar in scale and complexity to the rehabilitation of the West Block of Parliament Hill, the Macdonald Block Complex in Toronto or the Manchester Town Hall in the United Kingdom.

### 6. PROJECT DURATION

The design and construction of the Project may take eight years or more, depending on the option(s) approved for implementation.

### 7. PROJECT TEAM

The Project Team will be comprised of members from PSPC, the Design Team (architectural and engineering consultants), the CM, the judicial occupants, third party support services (cost, time, project management), and possibly other stakeholders.

Building Information Modelling (BIM) will be a central requirement in the design and construction, resulting in a highly interoperable record (as-built) model for ongoing building operations after the Project is completed.



A project office for collaborative interaction is contemplated near the SCCB site, primarily to facilitate the design process. A "Big Room" and interactive BIM technologies are anticipated to form part of the project office. PSPC understands the Design Team's and CM's need to remain connected with their home and/or local office. Accordingly, ongoing full-time presence in the project office by all Design Team and CM team members is not expected.

A site office to support the CM team, a sufficient complement of Design Team members and some PSPC/PMSS personnel, complete with connectivity and supportive technologies is essential to plan and monitor investigations, enabling projects and the main rehabilitation work. It is anticipated the site office will grow in size and personnel as the main construction ramps up.

## 8. STAKEHOLDERS

The stakeholders in the rehabilitation of the SCCB are nationwide as the SCC is the highest court in Canada and it occupies one of the most recognized buildings in Canada's Capital. However, there are many stakeholders who routinely use the building and the Court's resources (courtrooms, library, etc.) and have a deep and abiding interest in the functionality, appearance, health and safety, security, and daily operations of the SCCB.

### Primary Stakeholders:

- The Supreme Court of Canada;
- Federal Court and the Courts Administration Services; and
- Royal Canadian Mounted Police (judicial protection).

### Other Stakeholders:

- National Capital Commission;
- Parks Canada (Federal Heritage Buildings Review Office);
- Royal Canadian Mounted Police (grounds);
- City of Ottawa;
- Authorities Having Jurisdiction; and
- Canadians at large.

## ANNEX B – SECURITY REQUIREMENTS CHECKLIST (SRCL)



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

EH900-20-1608

Security Classification / Classification de sécurité  
UNCLASSIFIED

## SECURITY REQUIREMENTS CHECK LIST (SRCL)

## LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction RPS
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Construction Management services for Supreme Court rehabilitation project	
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information	
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>
SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	
	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
	SECRET <input type="checkbox"/>
	TOP SECRET / TRÈS SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC Information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC Information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

☒ RELIABILITY STATUS  
COTE DE FIABILITÉ ☐ CONFIDENTIAL  
CONFIDENTIEL ☒ SECRET  
SECRET ☐ TOP SECRET  
TRÈS SECRET  
☐ TOP SECRET - SIGINT ☐ NATO CONFIDENTIAL ☐ NATO SECRET ☐ COSMIC TOP SECRET  
TRÈS SECRET - SIGINT ☐ NATO CONFIDENTIEL ☐ NATO SECRET ☐ COSMIC TRÈS SECRET

☒ SITE ACCESS  
ACCÈS AUX EMPLACEMENTS

Special comments: ☒ See project specific classification guide for reliability, site access, and secret personnel.

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes  
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes  
Non Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED Information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC Information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED Information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat

EH900-20-1608

Security Classification / Classification de sécurité

UNCLASSIFIED

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
											A	B	C			
Information / Aspects Renseignements / Biens Production					✓											
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes  
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes  
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

## Supreme Court of Canada Building Rehabilitation Project

### SECURITY CLASSIFICATION GUIDE

**for**

Construction Management (CM) Services RFQ and RFP: EH900-201608

SECURITY LEVEL	APPLICABILITY
<p>Personnel: Secret (Level II)</p> <p>Contractor or sub-contractor: FSC Secret with document safeguarding</p>	<p>All services and work strictly related to:</p> <ol style="list-style-type: none"> <li>1) Construction and project management</li> <li>2) Security services and work</li> <li>3) Structural and ballistic analysis</li> <li>4) IT design analysis and component installation</li> <li>5) Other personnel as follows:               <ol style="list-style-type: none"> <li>i. lead design management</li> <li>ii. lead cost management</li> <li>iii. lead risk management</li> <li>iv. lead procurement management</li> </ol> </li> </ol>
<p>Personnel: Site Access</p> <p>Sub-contractor: DOS</p>	<p>All personnel not defined as Reliability or Secret</p>
<p>Personnel: Reliability Status</p> <p>Sub-contractor: DOS</p>	<p>All personnel related to deconstruction</p>



ANNEX C – ESCALATION CALCULATION

Escalation Calculation - 2019 Value of Construction Costs

Years from 2020	Year	Example* Construction Cost	StatsCan Escalation Values %	Annual Escalation	Cumulative Escalated Value	Cumulative Escalation
	2002		3.2			
	2003		3.1			
	2004		7.1			
-15	2005	\$ 151,494,621	3.8	\$ 5,756,796	\$ 157,251,417	3.8%
-14	2006		6.4	\$ 10,064,091	\$ 167,315,507	10.4%
-13	2007		5.6	\$ 9,369,668	\$ 176,685,176	16.6%
-12	2008		8.7	\$ 15,371,610	\$ 192,056,786	26.8%
-11	2009		-1.6	-\$ 3,072,909	\$ 188,983,877	24.7%
-10	2010		4.7	\$ 8,882,242	\$ 197,866,120	30.6%
-9	2011		5.4	\$ 10,684,770	\$ 208,550,890	37.7%
-8	2012		1.4	\$ 2,919,712	\$ 211,470,603	39.6%
-7	2013		-0.5	-\$ 1,057,353	\$ 210,413,250	38.9%
-6	2014		1.7	\$ 3,577,025	\$ 213,990,275	41.3%
-5	2015		1.6	\$ 3,423,844	\$ 217,414,119	43.5%
-4	2016		1.1	\$ 2,391,555	\$ 219,805,674	45.1%
-3	2017		3.1	\$ 6,813,976	\$ 226,619,650	49.6%
-2	2018		7.0	\$ 15,863,376	\$ 242,483,026	60.1%
-1	2019		3.1	\$ 7,516,974	\$ 250,000,000	65.0%

Years from 2020	Year	Example* Construction Cost	StatsCan Escalation Values %	Annual Escalation	Cumulative Escalated Value	Cumulative Escalation
	2002		3.2			
	2003		3.1			
	2004		7.1			
-15	2005	\$ 272,690,318	3.8	\$ 10,362,232	\$ 283,052,550	3.8%
-14	2006		6.4	\$ 18,115,363	\$ 301,167,913	10.4%
-13	2007		5.6	\$ 16,865,403	\$ 318,033,316	16.6%
-12	2008		8.7	\$ 27,668,899	\$ 345,702,215	26.8%
-11	2009		-1.6	-\$ 5,531,235	\$ 340,170,980	24.7%
-10	2010		4.7	\$ 15,988,036	\$ 356,159,016	30.6%
-9	2011		5.4	\$ 19,232,587	\$ 375,391,602	37.7%
-8	2012		1.4	\$ 5,255,482	\$ 380,647,085	39.6%
-7	2013		-0.5	-\$ 1,903,235	\$ 378,743,849	38.9%
-6	2014		1.7	\$ 6,438,645	\$ 385,182,495	41.3%
-5	2015		1.6	\$ 6,162,920	\$ 391,345,415	43.5%
-4	2016		1.1	\$ 4,304,800	\$ 395,650,214	45.1%
-3	2017		3.1	\$ 12,265,157	\$ 407,915,371	49.6%
-2	2018		7.0	\$ 28,554,076	\$ 436,469,447	60.1%
-1	2019		3.1	\$ 13,530,553	\$ 450,000,000	65.0%

Non-Residential Building Construction Price Index escalation for Ottawa

<http://www5.statcan.gc.ca/cansim/>

\* Example: Assumes project completion after December 2004

**FORM 1**

IDENTIFICATION OF RESPONDENT FORM		
<b>Respondent's full legal name</b> <i>[Note to Respondents: Respondents who are part of a corporate group should take care to identify the correct corporation(s) as the Respondent.]</i>		
<b>Respondent's Operating Name (if any):</b>		
<b>Authorized Representative of Respondent for evaluation purposes (e.g., clarifications)</b>	Name:	
	Title:	
	Address:	
	Telephone #:	
	Cell #:	
	Email:	
<b>Respondent's Procurement Business Number (PBN)</b> <i>[Note to Respondents: Please ensure that the PBN you provide matches the legal name under which you have submitted your Response. If it does not, the Respondent will be determined based on the legal name provided, not based on the PBN, and the Respondent will be required to submit the PBN that matches the legal name of the Respondent.]</i>		
<b>In the case of a joint venture, the following must also be completed:</b>  <b>Please Note:</b> If the contract is awarded to a joint venture, the joint venture will be requested to apply for a new Procurement Business Number (PBN).	Name of each member of the joint venture:	
	Role and expertise of each member of the joint venture:	
	Name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable:	
	Name of the joint venture, if applicable:	
<b>Signature of Authorized Representative of Respondent</b>	<hr/>	

**FORM 2 – CLIENT REFERENCE FORM**  
**STRUCTURAL PROJECT #1**

**To be completed by client (Project Reference):**

This hereby confirms that the following: \_\_\_\_\_  
 executed the work for the following project \_\_\_\_\_.

Item	Project Details	Response
1	Project Name:	
2	Project Location:	
3	Description of Work performed for the Structural Project:  Structural Project: means a significant structural engineering work exhibiting use of non-conventional approaches which resulted in either significant stand-alone real property works or are incorporated into a building.	
4	Was the project Completed and if so, when was it Completed or is it Underway?  Completed: means a project where all the terms and conditions of the contract were met and where a final certificate of completion has been issued or a final invoice paid and where the date on the certificate or payment instrument indicates the date of completion.  Underway: means a project currently in progress commenced after December 31, 2004 and minimum 50% construction costs invoiced by the closing date of this RFQ.	Completed (YES or NO)  Completion Date: _____  Underway (YES or NO)
5	What was the total Construction Value, applicable taxes excluded?  Construction Value: means the final cost of the contract (in Canadian dollars) between Client and firm including all amendments. In the case of an Underway project, the price at time of bid submission including all amendments. Canada will escalate the construction cost to 2019 Canadian Dollars as identified in Annex C – Escalation Calculation. Construction Value in currencies other than Canadian currency, will be converted based on the rate of exchange published by the Bank of Canada for the completion date of the representative project.	
6	What were the services provided as they relate to the following roles and responsibilities: <ul style="list-style-type: none"> <li>• Project or program management;</li> <li>• Site and construction operations management;</li> <li>• Design Management;</li> <li>• Cost Management;</li> <li>• Risk Management;</li> <li>• Procurement Management;</li> <li>• Quality Managements.</li> </ul>	



7	What was the extent of involvement in the context of services described above for the following stages: <ul style="list-style-type: none"><li>• Schematic or concept design;</li><li>• Design development;</li><li>• Design packages;</li><li>• Tender and award processes;</li><li>• Construction and commissioning; and</li><li>• Post-construction and warranty period.</li></ul>	
This project meets all the above mentioned requirements. The specified work was carried out to our satisfaction, in accordance with the terms and conditions of the contract, and with respect to the mutually agreed schedule and budget.		
<b>Client Information:</b>		
Client (Project Reference) Name: _____		
Client (Project Reference) Title: _____		
Client (Project Reference) Signature/Date: _____		
Client (Project Reference) Telephone: _____		
Client (Project Reference) E-mail: _____		
<b>Contractor Information:</b>		
Contractor Name: _____		
Contractor Telephone: _____		
Contractor E-mail: _____		

**FORM 3 – CLIENT REFERENCE FORM**  
**STRUCTURAL PROJECT #2**

**To be completed by client (Project Reference):**

This hereby confirms that the following: \_\_\_\_\_  
 executed the work for the following project \_\_\_\_\_.

Item	Project Details	Response
1	Project Name:	
2	Project Location:	
3	Description of Work performed for the Structural Project:  Structural Project: means a significant structural engineering work exhibiting use of non-conventional approaches which resulted in either significant stand-alone real property works or are incorporated into a building.	
4	Was the project Completed and if so, when was it Completed or is it Underway?  Completed: means a project where all the terms and conditions of the contract were met and where a final certificate of completion has been issued or a final invoice paid and where the date on the certificate or payment instrument indicates the date of completion.  Underway: means a project currently in progress commenced after December 31, 2004 and minimum 50% construction costs invoiced by the closing date of this RFQ.	Completed (YES or NO)  Completion Date: _____  Underway (YES or NO)
5	What was the total Construction Value, applicable taxes excluded?  Construction Value: means the final cost of the contract (in Canadian dollars) between Client and firm including all amendments. In the case of an Underway project, the price at time of bid submission including all amendments. Canada will escalate the construction cost to 2019 Canadian Dollars as identified in Annex C – Escalation Calculation. Construction Value in currencies other than Canadian currency, will be converted based on the rate of exchange published by the Bank of Canada for the completion date of the representative project.	
6	What were the services provided as they relate to the following roles and responsibilities: <ul style="list-style-type: none"> <li>• Project or program management;</li> <li>• Site and construction operations management;</li> <li>• Design Management;</li> <li>• Cost Management;</li> <li>• Risk Management;</li> <li>• Procurement Management;</li> <li>• Quality Managements.</li> </ul>	

7	What was the extent of involvement in the context of services described above for the following stages: <ul style="list-style-type: none"><li>• Schematic or concept design;</li><li>• Design development;</li><li>• Design packages;</li><li>• Tender and award processes;</li><li>• Construction and commissioning; and</li><li>• Post-construction and warranty period.</li></ul>	
This project meets all the above mentioned requirements. The specified work was carried out to our satisfaction, in accordance with the terms and conditions of the contract, and with respect to the mutually agreed schedule and budget.		
<b>Client Information:</b>		
Client (Project Reference) Name: _____		
Client (Project Reference) Title: _____		
Client (Project Reference) Signature/Date: _____		
Client (Project Reference) Telephone: _____		
Client (Project Reference) E-mail: _____		
<b>Contractor Information:</b>		
Contractor Name: _____		
Contractor Telephone: _____		
Contractor E-mail: _____		

**FORM 4– CLIENT REFERENCE FORM**  
**HERITAGE PROJECT #1**

**To be completed by client (Project Reference):**

This hereby confirms that the following: \_\_\_\_\_  
 executed the work for the following project \_\_\_\_\_.

Item	Project Details	Response
1	Project Name:	
2	Project Location:	
3	<p>Description of Work performed for the Heritage Project:</p> <p>Heritage Project: means a construction or rehabilitation project in or on a Heritage Site or Building or Monument that requires heritage trade work including, but not limited to, one or more of the following provided by a heritage trade:</p> <ul style="list-style-type: none"> <li>• Exterior stone and brick conservation such as stabilizing, re-pointing, repairing by patching, piecing-in or consolidating, cleaning character-defining exterior stone and brick cladding or replacement in kind of sculpted details or, forced flashings to irregular areas.</li> <li>• Plaster conservation work such as repairing historic ceilings (flat and vaulted) or ornamental plaster work by patching, piecing-in or consolidating, or otherwise reinforcing using known conservation methods, including preparation of moulds and castings.</li> <li>• Metal conservation such as modifying, assembling, restoring, re-finishing and re-installing doors, grills, canopies, light fixtures or other decorative items; fabricating replicated doors or cast new sconces from moulds of the original; steel windows conservation such as repairing or replacing in kind missing elements or upgrading with compatible hardware.</li> <li>• Applying appropriate compatible paints and other coatings and decorative finishes in historic building interiors.</li> <li>• Marble, wood, ceramic tile and terrazzo flooring and baseboards conservation including repair, cleaning, limited replacement in kind, resealing or grouting.</li> </ul> <p>Heritage Site or Building or Monument: means a site or building or monument designated as heritage (or higher designation such as Classified, or equivalent in the locality) which has been officially recognized by a competent authority under the applicable jurisdiction's legal or policy framework, or demonstrated its eligibility for such a designation under federal or provincial statute, or equivalent.</p>	

4	<p>Was the project Completed and if so, when was it Completed or is it Underway?</p> <p>Completed: means a project where all the terms and conditions of the contract were met and where a final certificate of completion has been issued or a final invoice paid and where the date on the certificate or payment instrument indicates the date of completion.</p> <p>Underway: means a project currently in progress commenced after December 31, 2004 and minimum 50% construction costs invoiced by the closing date of this RFQ.</p>	<p>Completed (YES or NO)</p> <p>Completion Date: _____</p> <p>Underway (YES or NO)</p>
5	<p>What was the total Construction Value, applicable taxes excluded?</p> <p>Construction Value: means the final cost of the contract (in Canadian dollars) between Client and firm including all amendments. In the case of an Underway project, the price at time of bid submission including all amendments. Canada will escalate the construction cost to 2019 Canadian Dollars as identified in Annex C – Escalation Calculation. Construction Value in currencies other than Canadian currency, will be converted based on the rate of exchange published by the Bank of Canada for the completion date of the representative project.</p>	
6	<p>What were the services provided as they relate to the following roles and responsibilities:</p> <ul style="list-style-type: none"> <li>• Project or program management;</li> <li>• Site and construction operations management;</li> <li>• Design Management;</li> <li>• Cost Management;</li> <li>• Risk Management;</li> <li>• Procurement Management;</li> <li>• Quality Managements.</li> </ul>	
7	<p>What was the extent of involvement in the context of services described above for the following stages:</p> <ul style="list-style-type: none"> <li>• Schematic or concept design;</li> <li>• Design development;</li> <li>• Design packages;</li> <li>• Tender and award processes;</li> <li>• Construction and commissioning; and</li> <li>• Post-construction and warranty period.</li> </ul>	
<p>This project meets all the above mentioned requirements. The specified work was carried out to our satisfaction, in accordance with the terms and conditions of the contract, and with respect to the mutually agreed schedule and budget.</p>		
<p><b>Client Information:</b></p>		
<p>Client (Project Reference) Name: _____</p>		
<p>Client (Project Reference) Title: _____</p>		
<p>Client (Project Reference) Signature/Date: _____</p>		
<p>Client (Project Reference) Telephone: _____</p>		

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Client (Project Reference) E-mail: \_\_\_\_\_

**Contractor Information:**

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

Contractor Telephone: \_\_\_\_\_

Contractor E-mail: \_\_\_\_\_

**FORM 5- CLIENT REFERENCE FORM**  
**HERITAGE PROJECT #2**

**To be completed by client (Project Reference):**

This hereby confirms that the following: \_\_\_\_\_  
 executed the work for the following project \_\_\_\_\_.

Item	Project Details	Response
1	Project Name:	
2	Project Location:	
3	<p>Description of Work performed for the Heritage Project:</p> <p>Heritage Project: means a construction or rehabilitation project in or on a Heritage Site or Building or Monument that requires heritage trade work including, but not limited to, one or more of the following provided by a heritage trade:</p> <ul style="list-style-type: none"> <li>• Exterior stone and brick conservation such as stabilizing, re-pointing, repairing by patching, piecing-in or consolidating, cleaning character-defining exterior stone and brick cladding or replacement in kind of sculpted details or, forced flashings to irregular areas.</li> <li>• Plaster conservation work such as repairing historic ceilings (flat and vaulted) or ornamental plaster work by patching, piecing-in or consolidating, or otherwise reinforcing using known conservation methods, including preparation of moulds and castings.</li> <li>• Metal conservation such as modifying, assembling, restoring, re-finishing and re-installing doors, grills, canopies, light fixtures or other decorative items; fabricating replicated doors or cast new sconces from moulds of the original; steel windows conservation such as repairing or replacing in kind missing elements or upgrading with compatible hardware.</li> <li>• Applying appropriate compatible paints and other coatings and decorative finishes in historic building interiors.</li> <li>• Marble, wood, ceramic tile and terrazzo flooring and baseboards conservation including repair, cleaning, limited replacement in kind, resealing or grouting.</li> </ul> <p>Heritage Site or Building or Monument: means a site or building or monument designated as heritage (or higher designation such as Classified, or equivalent in the locality) which has been officially recognized by a competent authority under the applicable jurisdiction's legal or policy framework, or demonstrated its eligibility for such a designation under federal or provincial statute, or equivalent.</p>	

4	<p>Was the project Completed and if so, when was it Completed or is it Underway?</p> <p>Completed: means a project where all the terms and conditions of the contract were met and where a final certificate of completion has been issued or a final invoice paid and where the date on the certificate or payment instrument indicates the date of completion.</p> <p>Underway: means a project currently in progress commenced after December 31, 2004 and minimum 50% construction costs invoiced by the closing date of this RFQ.</p>	<p>Completed (YES or NO)</p> <p>Completion Date: _____</p> <p>Underway (YES or NO)</p>
5	<p>What was the total Construction Value, applicable taxes excluded?</p> <p>Construction Value: means the final cost of the contract (in Canadian dollars) between Client and firm including all amendments. In the case of an Underway project, the price at time of bid submission including all amendments. Canada will escalate the construction cost to 2019 Canadian Dollars as identified in Annex C – Escalation Calculation. Construction Value in currencies other than Canadian currency, will be converted based on the rate of exchange published by the Bank of Canada for the completion date of the representative project.</p>	
6	<p>What were the services provided as they relate to the following roles and responsibilities:</p> <ul style="list-style-type: none"> <li>• Project or program management;</li> <li>• Site and construction operations management;</li> <li>• Design Management;</li> <li>• Cost Management;</li> <li>• Risk Management;</li> <li>• Procurement Management;</li> <li>• Quality Managements.</li> </ul>	
7	<p>What was the extent of involvement in the context of services described above for the following stages:</p> <ul style="list-style-type: none"> <li>• Schematic or concept design;</li> <li>• Design development;</li> <li>• Design packages;</li> <li>• Tender and award processes;</li> <li>• Construction and commissioning; and</li> <li>• Post-construction and warranty period.</li> </ul>	
<p>This project meets all the above mentioned requirements. The specified work was carried out to our satisfaction, in accordance with the terms and conditions of the contract, and with respect to the mutually agreed schedule and budget.</p>		
<p><b>Client Information:</b></p>		
<p>Client (Project Reference) Name: _____</p>		
<p>Client (Project Reference) Title: _____</p>		
<p>Client (Project Reference) Signature/Date: _____</p>		
<p>Client (Project Reference) Telephone: _____</p>		



Client (Project Reference) E-mail: \_\_\_\_\_

**Contractor Information:**

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

Contractor Telephone: \_\_\_\_\_

Contractor E-mail: \_\_\_\_\_

**FORM 6 – CLIENT REFERENCE FORM**  
**COMPLEX PROJECT #1**

**To be completed by client (Project Reference):**

This hereby confirms that the following: \_\_\_\_\_  
 executed the work for the following project: \_\_\_\_\_.

Item	Project Details	Response
1	Project Name:	
2	Project Location:	
3	<p>Description of Work performed for the Complex Project:</p> <p>Complex Project: means construction or rehabilitation project that includes a minimum of three (3) of the following characteristics:</p> <ul style="list-style-type: none"> <li>• Public infrastructure (e.g. museum, airport, hospital, bridge, etc.);</li> <li>• Constrained spatial environment (e.g. metropolitan area, limited land mass area, etc.);</li> <li>• High security requirement of an entire facility (e.g. hospital, courthouse, laboratory, prison, industrial facility, etc.);</li> <li>• Layers of circulation or technical programming (e.g. pedestrian impact, public transportation, local and centralized systems, multiple user groups, etc.); or</li> <li>• Process – government, crown corporations or public context (e.g. numerous approval bodies, ministerial or equivalent approval, etc.).</li> </ul>	
4	<p>Was the project Completed and if so, when was it Completed or is it Underway?</p> <p>Completed: means a project where all the terms and conditions of the contract were met and where a final certificate of completion has been issued or a final invoice paid and where the date on the certificate or payment instrument indicates the date of completion.</p> <p>Underway: means a project currently in progress commenced after December 31, 2004 and minimum 50% construction costs invoiced by the closing date of this RFQ.</p>	<p>Completed (YES or NO)</p> <p>Completion Date: _____</p> <p>Underway (YES or NO)</p>
5	<p>What was the total Construction Value, applicable taxes excluded?</p> <p>Construction Value: means the final cost of the contract (in Canadian dollars) between Client and firm including all amendments. In the case of an Underway project, the price at time of bid submission including all amendments. Canada will escalate the construction cost to 2019 Canadian Dollars as identified in Annex C – Escalation Calculation. Construction Value in currencies other than Canadian currency, will be converted based on the rate of exchange published by the Bank of Canada for the completion date of the representative project.</p>	

6	<p>Was the project delivered by either Construction Manager, Design-Builder or Public-Private-Partnership?</p> <p>Construction Manager: means a construction firm responsible for providing construction management advice and services during the design phase and also is responsible for the construction work in accordance with the drawings and specifications</p> <p>Design-Builder: means a firm or team of firms who enters into a single contract with an owner to provide both professional design services and the construction of the project.</p> <p>Public-Private-Partnership: means a long-term contract between a public sector entity and a private sector entity that outlines the provision of assets and the delivery of services</p>	
7	<p>What were the services provided as they relate to the following roles and responsibilities:</p> <ul style="list-style-type: none"> <li>• Project or program management;</li> <li>• Site and construction operations management;</li> <li>• Design Management;</li> <li>• Cost Management;</li> <li>• Risk Management;</li> <li>• Procurement Management;</li> <li>• Quality Managements.</li> </ul>	
8	<p>What was the extent of involvement in the context of services described above for the following stages:</p> <ul style="list-style-type: none"> <li>• Schematic or concept design;</li> <li>• Design development;</li> <li>• Design packages;</li> <li>• Tender and award processes;</li> <li>• Construction and commissioning; and</li> <li>• Post-construction and warranty period.</li> </ul>	
<p>This project meets all the above mentioned requirements. The specified work was carried out to our satisfaction, in accordance with the terms and conditions of the contract, and with respect to the mutually agreed schedule and budget.</p>		
<p><b>Client Information:</b></p>		
<p>Client (Project Reference) Name: _____</p> <p>Client (Project Reference) Title: _____</p> <p>Client (Project Reference) Signature/Date: _____</p> <p>Client (Project Reference) Telephone: _____</p> <p>Client (Project Reference) E-mail: _____</p>		
<p><b>Contractor Information:</b></p>		
<p>Contractor Name: _____</p> <p>Contractor Telephone: _____</p> <p>Contractor E-mail: _____</p>		

**FORM 7 – CLIENT REFERENCE FORM**  
**COMPLEX PROJECT #2**

**To be completed by client (Project Reference):**

This hereby confirms that the following: \_\_\_\_\_  
 executed the work for the following project \_\_\_\_\_.

Item	Project Details	Response
1	Project Name:	
2	Project Location:	
3	Description of Work performed for the Complex Project:  Complex Project: means construction or rehabilitation project that includes a minimum of three (3) of the following characteristics: <ul style="list-style-type: none"> <li>• Public infrastructure (e.g. museum, airport, hospital, bridge, etc.);</li> <li>• Constrained spatial environment (e.g. metropolitan area, limited land mass area, etc.)</li> <li>• High security requirement of an entire facility (e.g. hospital, courthouse, laboratory, prison, industrial facility, etc.);</li> <li>• Layers of circulation or technical programming (e.g. pedestrian impact, public transportation, local and centralized systems, multiple user groups, etc.); or</li> <li>• Process – government, crown corporations or public context (e.g. numerous approval bodies, ministerial or equivalent approval, etc.).</li> </ul>	
4	Was the project Completed and if so, when was it Completed or is it Underway?  Completed: means a project where all the terms and conditions of the contract were met and where a final certificate of completion has been issued or a final invoice paid and where the date on the certificate or payment instrument indicates the date of completion.  Underway: means a project currently in progress commenced after December 31, 2004 and minimum 50% construction costs invoiced by the closing date of this RFQ.	Completed (YES or NO)  Completion Date: _____  Underway (YES or NO)
5	What was the total Construction Value, applicable taxes excluded?  Construction Value: means the final cost of the contract (in Canadian dollars) between Client and firm including all amendments. In the case of an Underway project, the price at time of bid submission including all amendments. Canada will escalate the construction cost to 2019 Canadian Dollars as identified in Annex C – Escalation Calculation. Construction Value in currencies other than Canadian currency, will be converted based on the rate of exchange published by the Bank of Canada for the completion date of the representative project.	

6	<p>Was the project delivered by either Construction Manager, Design-Builder or Public-Private-Partnership?</p> <p>Construction Manager: means a construction firm responsible for providing construction management advice and services during the design phase and also is responsible for the construction work in accordance with the drawings and specifications</p> <p>Design-Builder: means a firm or team of firms who enters into a single contract with an owner to provide both professional design services and the construction of the project.</p> <p>Public-Private-Partnership: means a long-term contract between a public sector entity and a private sector entity that outlines the provision of assets and the delivery of services</p>	
7	<p>What were the services provided as they relate to the following roles and responsibilities:</p> <ul style="list-style-type: none"> <li>• Project or program management;</li> <li>• Site and construction operations management;</li> <li>• Design Management;</li> <li>• Cost Management;</li> <li>• Risk Management;</li> <li>• Procurement Management;</li> <li>• Quality Managements.</li> </ul>	
8	<p>What was the extent of involvement in the context of services described above for the following stages:</p> <ul style="list-style-type: none"> <li>• Schematic or concept design;</li> <li>• Design development;</li> <li>• Design packages;</li> <li>• Tender and award processes;</li> <li>• Construction and commissioning; and</li> <li>• Post-construction and warranty period.</li> </ul>	
<p>This project meets all the above mentioned requirements. The specified work was carried out to our satisfaction, in accordance with the terms and conditions of the contract, and with respect to the mutually agreed schedule and budget.</p>		
<p><b>Client Information:</b></p>		
<p>Client (Project Reference) Name: _____</p> <p>Client (Project Reference) Title: _____</p> <p>Client (Project Reference) Signature/Date: _____</p> <p>Client (Project Reference) Telephone: _____</p> <p>Client (Project Reference) E-mail: _____</p>		
<p><b>Contractor Information:</b></p>		
<p>Contractor Name: _____</p> <p>Contractor Telephone: _____</p> <p>Contractor E-mail: _____</p>		

