



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St./11 rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Construction Management - Tunney's Construction Management Services - Tunney's Pasture	
<b>Solicitation No. - N° de l'invitation</b> EP635-210751/A	<b>Date</b> 2021-01-28
<b>Client Reference No. - N° de référence du client</b> 20210751	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$FG-362-79656	
<b>File No. - N° de dossier</b> fg362.EP635-210751	<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> Eastern Standard Time EST <b>on - le 2021-03-02</b> Heure Normale du l'Est HNE	
<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 IAM/ ESAP - GBI / PASE RIVERSIDE DR, A400 OTTAWA Ontario K1A0M2 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Construction Services Division/Division des services de  
construction

140 O'Connor Street  
140, rue O'Connor  
Ontario  
Ottawa  
K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**BID SOLICITATION  
CONSTRUCTION MANAGEMENT SERVICES  
TUNNEY'S PASTURE DISTRICT ENERGY SYSTEM  
USER BUILDING CONVERSIONS PROGRAM**

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**List of Annexes to the Resulting Contract:**

- Annex A- Basis of Payment
- Annex B- Pricing Tables
- Annex C- Terms of Reference (TOR)
- Annex D- Security Requirements Check List (SRCL) and Security Classification Guide
- Annex E- Certificate of Insurance
- Annex F- Voluntary Report for Apprentices Employed during the Contract

**Forms:**

- Form 1- Bid Submission Form
- Form 2- Technical Compliance Form
- Form 3- Client Reference Form for Representative Project- M1
- Form 4- Client Reference Form for Representative Project- M2
- Form 5- Client Reference Form for Representative Project- R1.1 Project #1
- Form 6- Client Reference Form for Representative Project- R1.1 Project #2
- Form 7- Integrity Provisions- List of Names Form
- Form 8- Voluntary Certification to support the use of Apprentices

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into six parts plus annexes and forms as follows:

**Part 1** General Information: provides a general description of the requirement;

**Part 2** Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

**Part 3** Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, 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 that must be addressed by Bidders;

**Part 6** Resulting Contract Documents: includes the clauses and conditions that will apply to any resulting contract.

### **1.2 Summary**

1. Public Works and Government Services Canada (PWGSC) requires Construction Management Services to convert the heating and cooling systems at three (3) Health Canada buildings within the Tunney's Pasture District Energy System (DES) with the following civic addresses:

- Sir Frederick Banting Research Centre at 251 Sir Frederick G. Banting Driveway;
- Laboratory Centre for Disease Control (LCDC) at 100 Eglantine Driveway and the Butler Hut (150 Chardon Driveway); and
- Occupational Health Unit (OHU) at 51 Chardon Driveway.

This conversion is under the User Building Conversion Plan (UBCP) that is part of a larger PWGSC initiative, the Energy Services Acquisition Program (ESAP), which aims to modernize the system that heats and cools over eighty (80) federal and non-federal buildings in the National Capital Area.

2. The scope of Construction Management Services is comprised of the following stages:

- Pre-construction Services
- Construction Services
- Post-construction Services

3. The Construction Manager must ensure the Tunney's Pasture DES Building Conversion Project is delivered on schedule, within the construction estimate and to the level of quality required for a project of this stature and must deliver the following benefits to the Tunney's Pasture DES Building Conversion Project including but not limited to:

- Advisory and support services
- Sustainable construction
- Project Administration
- Tender Packages
- Budget control and Cost Management
- Time Management (Scheduling)
- Risk Management
- Scope Control and Management
- Quality Control

- General Contractor Services
- Provide full time site staff and site facilities
- Act as Constructor under the Ministry of Labour (Ontario) regulations (the "Regulations") and the Occupational Health and Safety Act (Ontario) (the "Act")
- Coordinate contractors retained by the Construction Manager and by others and ensuring the protection of the general public on or near the site
- Provide labour and materials for pre-approved Division 1 Work
- Sub-contract all other construction Work using competitive bidding processes and negotiation
- Pre-purchase key materials as needed and directed by PWGSC
- Procure all necessary materials and services for the project

### 1.3 Important Notice to Bidders

1. **Prompt Payment Principles:** PWGSC advocates that construction-related payments should follow these three principles:

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

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

2. **There are industrial security requirements associated with this requirement.** For additional information, consult Part 5 Security, Part 6 Resulting Contract Clauses and Annex D- Security Requirements Check List. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
3. **Two-Section Bid:** This bid must be submitted following a "two-section" procedure. Refer to Article 2.18 Submission of a Bid.
4. **Bid Security Requirements:** Changes have been made to the Bid Security Requirements. See Article 2.7 Bid Security Requirements for more information.
5. **Late Submissions:** Late submissions has been added. Refer to Article 2.23 Late Submissions.
6. **Changes to General Conditions:** Changes have been made to GC9 Contract Security. See Article 6.4.6 Contract Security for more information.
7. **Phased Bid Compliance Process:** The Phased Bid Compliance Process (PBCP) applies to this requirement.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

1. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

### **2.2 Definition of Bidder**

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

### **2.3 Joint Venture**

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

### **2.4 Integrity Provisions – Bid**

1. The *Ineligibility and Suspension Policy* (the "Policy") in effect on the date of the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html).
2. Under the Policy, charges and convictions of certain offences against a Bidder, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Bidder is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:

- (a) by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
  - (b) with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement \(https://www.tpsqc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsqc-pwgsc.gc.ca/ci-if/declaration-eng.html).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
  - (a) it has read and understands the [Ineligibility and Suspension Policy \(https://www.tpsqc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](https://www.tpsqc-pwgsc.gc.ca/ci-if/politique-policy-eng.html);
  - (b) it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - (c) it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
  - (d) it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - (e) none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - (f) it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement \(https://www.tpsqc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsqc-pwgsc.gc.ca/ci-if/declaration-eng.html).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

## 2.5 Identity or Legal Capacity of the Bidder

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

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign 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.

## 2.6 Applicable Taxes

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

## 2.7 Bid Security Requirements

1. The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the Total Bid Amount (TBA). Applicable Taxes shall not be included when calculating the amount of any bid security that may be required. The maximum amount of bid security required with any bid is \$2,000,000.00.
2. A bid bond form [PWGSC-TPSGC 504 \(https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/504-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/504-eng.html) shall be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, [Acceptable Bonding Companies \(https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494#appL\)](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494#appL).
3. A bid bond may be submitted in an electronic format (Electronic Bonding (E-Bond)) if it meets the following criteria:
  - (a) The version submitted by the Bidder must be an electronic encrypted file with embedded digital certificate verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
  - (b) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
  - (c) The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.
  - (d) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding 3(a) above.
  - (e) Submitting copies (non-original or non-verifiable) of signed and sealed bid bond are not acceptable. Failure to submit an original or verifiable bond will render the bid non-compliant. Non-compliant bids will be given no further consideration. A scanned copy of a bond does not constitute a digital bond.
4. Bonds failing the verification process will NOT be considered to be valid.
5. Bonds passing the verification process will be treated as original and authentic.
6. A security deposit shall be an original, properly completed, signed where required and be either

- (a) a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - (b) bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
7. For the purposes of subsection 6(a) above
- (a) a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
  - (b) if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subsection 7(c) below, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
  - (c) An approved financial institution is
    - i. a corporation or institution that is a member of the Canadian Payments Association (Payments Canada) as defined in the [Canadian Payments Act](https://laws.justice.gc.ca/eng/acts/C-21/) (<https://laws.justice.gc.ca/eng/acts/C-21/>);
    - ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
    - iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
    - iv. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the [Income Tax Act](https://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html) (<https://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html>); or
    - v. Canada Post Corporation.
8. Bonds referred to in subsection 6(b) above shall be provided on the basis of their market value current at the date of solicitation closing, and shall be
- (a) payable to the bearer;
  - (b) accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
  - (c) registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
9. As an alternative to a security deposit, an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
10. An irrevocable standby letter of credit referred to in subsection 9 above shall

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

11. Bid security shall lapse or be returned as soon as practical following

- (a) the solicitation closing date, for those Bidders submitting non-compliant bids; and
- (b) the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and
- (c) the award of contract, for those Bidders submitting the second and third ranked bids; and
- (d) the receipt of contract security, for the successful Bidder; or
- (e) the cancellation of the solicitation, for all Bidders.

12. Notwithstanding the provisions of subsection 10 above and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

## 2.8 Rejection of a Bid

- 1. Canada may accept any bid, whether it is the lowest or not, or may reject any or all bids.

2. Without limiting the generality of subsection 1 above, Canada may reject a bid if any of the following circumstances is present:
- (a) the Bidder's bidding privileges are suspended or are in the process of being suspended;
  - (b) the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - (c) the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - (d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
  - (e) evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - (f) with respect to current or prior transactions with Canada
    - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
    - ii. Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
3. In assessing the Bidder's performance on other contracts pursuant to subsection 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 subsections 1, 2, and 3, Canada may reject any bid based on an unfavourable assessment of the
- (a) adequacy of the bid price to permit the work to be carried out and, in the case of a bid providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
  - (b) Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and

(c) Bidder's performance on other contracts.

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

## 2.9 Bid Costs

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

## 2.10 Procurement Business Number

1. Bidders are required to have a Procurement Business Number (PBN) before contract award. Bidders may register for PBN online at [Supplier Registration Information \(https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWFjdGlvbj1yZWdpc3Rlci5pbnRybyZpZD0y&lang=eng\)](https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWFjdGlvbj1yZWdpc3Rlci5pbnRybyZpZD0y&lang=eng).

## 2.11 Compliance with Applicable Law

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

## 2.12 Performance Evaluation

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

## 2.13 Conflict of Interest – Unfair Advantage

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
  - (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;

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

#### **2.14 Code of Conduct for Procurement – Bid**

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

#### **2.15 Bid Documents**

1. The following are the bid documents:
- (a) Request for Proposal (RFP)
  - (b) Annex A- Basis of Payment
  - (c) Annex B- Pricing Tables
  - (d) Annex C- Terms of Reference (TOR)
  - (e) Annex D- Security Requirements Check List (SRCL)
  - (f) Annex E- Certificate of Insurance
  - (g) Annex F- Voluntary Report for Apprentices Employed during the Contract
  - (h) Form 1- Bid Submission Form
  - (i) Form 2- Technical Compliance Form
  - (j) Form 3- Client Reference Form for Representative Project- M1
  - (k) Form 4- Client Reference Form for Representative Project- M2
  - (l) Form 5- Client Reference Form for Representative Project- R1.1- Project #1
  - (m) Form 6- Client Reference Form for Representative Project- R1.1- Project #2
  - (n) Form 7- Integrity Provisions- List of Names Form
  - (o) Form 8- Voluntary Certification to support the use of Apprentices
  - (p) Any amendment issued before solicitation closing

#### **2.16 Enquiries - Bid Solicitation**

1. Enquiries regarding this bid must be submitted in writing to the PWGSC Contracting Authority Jessica Kelly, at [Jessica.Kelly@tpgsc-pwgsc.gc.ca](mailto:Jessica.Kelly@tpgsc-pwgsc.gc.ca) as early as possible within the solicitation period. Enquiries should be received no later than ten (10) business days before the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.

2. To ensure consistency and quality of the information provided to Bidders, the 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 bid sent throughout the solicitation period are to be directed only to the PWGSC Contracting Authority named on the Request for Proposal - Page1. Failure to comply with this requirement may result in the bid being declared non-compliant.

#### **2.17 Optional Site Visit**

1. There will be no site visit for this requirement.

#### **2.18 Submission of a Bid**

1. Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If the bid is submitted by a joint venture, it must be in accordance with section 2.3 Joint Venture.
2. The bid should be submitted following a “two-section” procedure in which the Bidder provides Section 1 – Technical Bid and Section 2 – Financial Bid and provide information as detailed in 2.19 Technical Bid and 2.20 Financial Bid.
3. The bid must be received on or before the date and time set for solicitation closing. Before submitting the bid, the Bidder should ensure that the following information is clearly on the bid submission:
  - (a) Solicitation Number;
  - (b) Name of Bidder;
  - (c) Return address; and
  - (d) Closing Date and Time.
4. It is the Bidder's responsibility to:
  - (a) submit a bid, duly completed, in the format requested, on or before the solicitation closing date and time set;
  - (b) in the case of submission by epost Connect, see instruction at 5(b) below;
  - (c) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a bid;
  - (d) ensure that the Bidder's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the submission containing the bid; and
  - (e) provide a comprehensive and sufficiently detailed bid that will permit a complete evaluation in accordance with the criteria set out in this RFP.
5. The Bidder must send the bid only to the Bid Receiving Unit of PWGSC specified below, by the date and time indicated on page 1 of the bid solicitation, either by delivering a hard copy or electronic epost Connect submission as follows:

(a) **HARD COPY Bid Submission:**

- i. In the case of submission of a hard copy bid, send the bid only to:

Bid Receiving Unit – PWGSC  
11 Laurier Street

Place du Portage, Phase II  
Core OB2  
Gatineau, QC K1A 0S5

(b) **ELECTRONIC Bid Submission by epost Connect Service:**

- i. Unless specified otherwise in the solicitation, bids may be submitted by using the [epost Connect service \(https://www.canadapost.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page\)](https://www.canadapost.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page) provided by Canada Post Corporation.
- ii. The only acceptable email address to use with epost Connect for responses to the solicitation issued by PWGSC is:

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

**NOTE:** Bids emailed directly to this email address will be rejected and deemed non-compliant. This email address is to be used to open an epost Connect conversation, as detailed in iii below or to send bids through an epost Connect message if the Bidder is using its own licencing agreement for epost Connect.

- iii. To submit a bid using epost Connect service the Bidder must either:
  1. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licencing agreement for epost Connect provided by Canada Post Corporation; or
  2. send as early as possible, and in any case, at least six (6) business days prior to the solicitation closing date and time (in order to ensure a response), an email that includes the bid 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.
- iv. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the 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 Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- v. If the Bidder is using its own licencing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least thirty (30) business days after the solicitation closing date and time.
- vi. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- vii. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- viii. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

1. receipt of a garbled, corrupted or incomplete bid;
  2. availability or condition of the epost Connect service;
  3. incompatibility between the sending and receiving equipment;
  4. delay in transmission or receipt of the bid;
  5. failure of the Bidder to properly identify the bid;
  6. illegibility of the bid;
  7. security of bid data; or,
  8. inability to create an electronic conversation through the epost Connect service.
- ix. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the Bidder using its own licence or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- x. Bidders 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.
- xi. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder.
6. Canada will make available Notices of Proposed Procurement (NPP), bid 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, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.
7. Timely and correct delivery of bids to the office designated for receipt of bids is the sole responsibility of the Bidder. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
8. Bids and supporting information may be submitted in either English or French.
9. The bid must be in Canadian currency. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-compliant.

## **2.19 Section 1 – Technical Bid**

1. The technical bid, and any associated documents, should be provided in separate section or enclosed and sealed in an envelope with the following information clearly provided:
  - (a) SECTION 1 – Technical Bid;
  - (b) Solicitation Number; and
  - (c) Name of Bidder.
2. The following bid format information should be implemented when preparing the technical bid:
  - Paper size should be: 216mm x 279mm (8.5" x 11")
  - Smallest font size should be 11 point Times or equal

- Margins should be 12 mm left, right, top, and bottom
  - Double-sided submissions are preferred
  - One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper; 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
3. The order of the technical bid should follow the order established in article 3.2 Technical Bid Evaluation-Mandatory Technical Criteria and Point-Rated Technical Criteria section of the RFP. The maximum number of pages (including text and graphics) to be submitted is forty (40). The following are not part of this page limitation:
- Covering Letter;
  - Front Page of the Proposal;
  - Financial Bid, including:
    - o Completed Pricing Tables- Annex B; and
    - o Bid Security as per 2.7 Bid Security Requirements;
  - Bid Submission Form (Form 1);
  - A completed Declaration Form as per the Integrity Provisions- Declaration of Convicted Offences, if applicable;
  - Client Reference Forms (Forms 3-6);
  - Integrity Provisions- List of Names Form (Form 7);
  - Voluntary Certification to Support the use of Apprentices (Form 8);
  - Copies of certifications, diplomas and degrees (Article 2.19(7.c.iii.); and
  - Five (5) copies of the Technical Bid.
- The consequence of exceeding the maximum 40 page limitation is that all pages that extend beyond the 40 page limitation will be removed from the technical proposal submission and will not be forwarded to the PWGSC Evaluation Committee for evaluation.
4. The Bidder must submit one duly signed technical bid and should submit:
- (a) One (1) copy of the technical bid and one electronic copy in a format compatible with Microsoft Office Suite 2020 or Adobe Acrobat 10.0 on USB, if not submitting through epost Connect; and
  - (b) A completed Declaration Form as per the Integrity Provisions- Declaration of Convicted Offences, if applicable
5. In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
6. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
7. The technical bid consists of the following:
- (a) **Bid Submission Form:** Bidders must include Form 1 - Bid Submission Form, duly signed, with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name, Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. Canada may waive informalities and minor irregularities in the Bid Submission

Form received if Canada determines that the variation of the information provided from the exact requirements set out in the Bid Submission Form can be corrected or waived without being prejudicial to other Bidders.

- (b) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the Bidder with the specific requirements identified at Article 3.2 Technical Bid Evaluation-Mandatory Technical Criteria and Point-Rated Technical Criteria, also identified in Form 2-Technical Compliance Form, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirements, but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-compliant and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Technical Compliance Form, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (c) **Proposed Resources:** The same individual must not be proposed for more than one resource category. The technical bid should demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:
- i. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.
  - ii. For educational requirements for a particular degree, designation or certificate, PWGSC will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
  - iii. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Designations or memberships should be demonstrated by providing a copy of the certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If a Bidder claims to have a certain professional designation or membership but does not provide a copy of the designation or membership as evidence, Canada may provide a timeframe by which it must be provided. Failure to provide the requested information within the requested time frame will result in no evaluation of the proposed personnel and be disregarded. If the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
  - iv. For work experience, PWGSC will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative program at a post-secondary institution or apprenticeship.
  - v. For any requirements that specify a particular time period (e.g., 2 years) of work experience, PWGSC will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). PWGSC will evaluate only the duration that the resource

actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

- vi. For work experience to be considered by PWGSC, the technical bid should not simply indicate the title of the individual's position, but should demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

- (d) **Client Reference Contact Information:** The Bidder is required to obtain client references in accordance with the mandatory technical criteria and point-rated technical criteria identified at Article 3.2. The client references must each confirm the facts identified in the Bidder's bid, as required by Form 3, 4, 5, and 6 - Client Reference Form. If any of the information requested is not provided in the Bidders submitted Client Reference Form Canada will provide a timeframe by which it must be provided. Failure to provide the requested information within the requested time frame will render the Bidder non-compliant. Wherever information provided by a reference differs from the information supplied by a Bidder, the information supplied by the reference will be evaluated.

## 2.20 Section 2 – Financial Bid

1. The financial bid should be provided in a separate section or enclosed and sealed in an envelope with the following information clearly provided:
  - (a) SECTION 2 – Financial Bid;
  - (b) Solicitation Number; and
  - (c) Name of Bidder.
2. The Bidder must submit:
  - (a) One (1) completed original of the Pricing Tables- Annex B;
  - (b) Bid Security as per 2.7 Bid Security Requirements; and
  - (c) Any required associated documents as applicable.
3. Bidders must complete the Pricing Tables- Annex B, as per the following:
  - (a) Bidders must provide all of the pricing information requested in Tables 2, 3, and 5 inclusively.
  - (b) Bidders must provide pricing in the un-shaded areas of the tables. Bidders should not make changes to the shaded areas of the tables.
  - (c) Failure to provide all of the required pricing information will result in the Bidder's Proposal being declared non-compliant.
  - (d) The Bidder must not make any assumptions which have not been validated by the Contracting Authority prior to the Bid Closing Date.
  - (e) The financial evaluation will be conducted using the last row of each table (Tables 1-5). Table 6 will be completed by the Contracting Authority.
  - (f) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.
4. Prices should only appear in the financial bid. Prices in any other section of the bid will not be considered.

## 2.21 Completion of Bid

1. Bids must be submitted only to PWGSC Bid Receiving Unit by the date and time indicated on page 1 of the bid solicitation and as per 2.18 Submission of a Bid.
2. Facsimile copies of bids will not be accepted.
3. The Bid must be:
  - (a) based on the bid documents;
  - (b) signed by a duly authorized representative of the Bidder; and
  - (c) accompanied by
    - i. bid security as specified at 2.7 Bid Security Requirements;
    - ii. any other document or documents specified elsewhere in the solicitation where it stipulated that said documents are to accompany the bid.
4. The Bidder must:
  - (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal; and
  - (b) provide a comprehensive and sufficiently detailed bid that will permit a complete evaluation in accordance with the criteria set out in this RFP.
5. Subject to paragraph 6 of 2.8 Rejection of a Bid, any alteration to the pre-printed or pre-typed sections of the Bid Submission Form or Annex B Pricing Tables, or any condition or qualification placed upon the bid may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Bid Submission Form or Annex B Pricing Tables by the Bidder shall be initialed by the person or persons signing the bid. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
6. In the event the RFP or related documentation is amended, Canada will send notifications to the Bidders. During the RFP, Canada will distribute all amendments using electronic mail or courier delivery services.
7. **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, Bidders 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.

## 2.22 Revision of a Bid

1. A bid submitted may be amended by letter or epost Connect provided the revision is received at the office designated for the receipt of the bids, on or before the date and time set for the receipt of bids. The revision must be on the Bidder's letterhead or bear a signature that identifies the Bidder, and must clearly identify the change(s) to be applied to the original bid. The revision must also include the information identified in 2.17 Submission of a Bid.

## 2.23 Late Submissions

1. PWGSC will return or delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in paragraph 2 below. For late bids submitted using means other than the Canada Post Corporation's epost Connect service, the physical bid will be returned. For bids submitted electronically, the late bid will be deleted. As an example, bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via epost Connect service pertaining to a late bid, will be deleted. Records will be kept documenting the transaction history of all late bids submitted using epost Connect.
2. A bid delivered to the specified bid receiving unit after the solicitation closing date and time but before the contract award date may be considered, provided the Bidder can provide the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) or national equivalent of a foreign country. Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed bids.
  - (a) The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
    - i. a CPC cancellation date stamp;
    - ii. a CPC Priority Courier bill of lading;
    - iii. a CPC Xpresspost label;that clearly indicates that the bid was sent the day before the solicitation closing date.
  - (b) The only pieces of evidence relating to a delay in the epost Connect service provided by CPC system that are acceptable to PWGSC is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the bid was sent before the solicitation closing date and time.
3. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by PWGSC.
4. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

## 2.24 Bid Validity Period

1. The Bid must not be withdrawn **for a period of 120 days** following the date of solicitation closing.
2. Canada reserves the right to seek an extension to the bid validity period prescribed in 2.6(a) above. On notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
3. If the extension is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
4. If the extension is not accepted in writing by all those who submitted bids then Canada will, at its sole discretion, either
  - (a) continue to evaluate the bids of those who have accepted the proposed extension; or
  - (b) cancel the request for proposal.
5. The provisions expressed herein do not in any manner limit Canada's rights in law or under 2.8 Rejection of Bid.

## 2.25 Rights of Canada

### 1. Canada reserves the right to:

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

## 2.26 Debriefings

1. Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.
2. PWGSC normally expects to advise, in writing, unsuccessful Bidders within one week after PWGSC has entered into a contractual arrangement with the successful Bidder.
3. Bid results may be obtained from the Contracting Authority named on the cover page of the RFP following completion of the bid evaluation.

## 2.27 Entire Requirement

1. The bid solicitation documents contain all the requirements relating to the bid solicitation 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 Bidder from any source is not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

## 2.28 Web Sites

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

- Treasury Board Appendix L, Acceptable Bonding Companies <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appL>
- Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>
- Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>
- Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>
- Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Solicitation No. - N° de l'invitation  
EP635-210751

Amd. No. - N° de la modif.  
000

Buyer ID - Id de l'acheteur  
FG362

Client Ref. No. - N° de réf. du client  
20210751

File No. - N° du dossier  
EP635-210751

Project No. - N° du projet  
R.090310.006, R.090311.007, R.096125.006

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- Performance Bond (form PWGSC-TPSGC 505) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>
- Labour and Material Payment Bond (form PWGWSC-TPSGC 506) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>
- Standard Acquisition Clauses and Conditions (SACC) Manual <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
- PWGSC, 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>

## **PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **3.1 Opening of Bids/Evaluation**

1. There will be no public opening at bid closing time.
2. An evaluation team composed of representatives of Canada and Tiree Facility Solutions will evaluate the bids.
3. Phased Bid Compliance Process
  - (a) Canada is conducting the PBCP described below for this requirement.
  - (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain responsible for the accuracy, consistency and completeness of their bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND PHASE II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the bid, any information to correct errors or deficiencies in the bid that are clerical or administrative, such as, without limitation, failure to sign the bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Part 2 Instructions to Bidder, or elsewhere in this RFP, nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or

pursuant to the bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### 4. Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of PWGSC.
- (c) If Canada determines, in its absolute discretion, that there is no Financial Bid or that the Financial Bid is missing all the information required by the bid solicitation to be included in the Financial Bid, then the bid will be considered non-responsive and will be given no further consideration.
- (d) For bids other than those described in (c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other section of the Bidder's bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the bid shall be considered non-responsive and will receive no further consideration.
- (i) Only bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada will receive a Phase II review.

## 5. Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid Meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the bid has failed to meet. A Bidder whose bid has been responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criteria identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved and must only contain such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original bid, the wording of the proposed change to that section, and the wording and location in the bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's bid and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original bid as is permitted in this section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the bid, but will be considered by Canada in the evaluation of the bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the bid will be considered responsive in respect of such Eligible

Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the bid.

- (h) Canada will determine whether the bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this section. If the bid is found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the bid shall be considered non-responsive and will receive no further consideration.
- (i) Only bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase II evaluation.

#### 6. Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

### 3.2 Technical Bid Evaluation- Mandatory Technical Criteria and Point-Rated Technical Criteria

#### 1. Definitions:

Note: For the purposes of Article 3.2 the definition of Construction Manager provided below will apply. The definition of Construction Manager at GC1.1.2 will apply for the resulting contract between the successful Bidder and Canada.

- (a) Building Construction Project: includes new building construction or renovation of an existing building.
- (b) 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.
- (c) 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. The Construction Manager acts as Constructor (as defined by Occupational Health and Safety Act) in charge of a single integrated construction site.
- (d) 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.
- (e) 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.
- (f) Mechanical/Electrical Construction Project: means mechanical and electrical trade work for complete installation, replacement or renovation of a building's mechanical and electrical system including but not limited to heating, cooling and humidification.

- (g) General Contractor: means a contractor engaged by an owner through the traditional method of Design-Bid-Build project delivery, for construction services to implement a design prepared by a design Consultant engaged separately by the owner under a design services contract.
- (h) Public Private Partnership (P3): is 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. Typical P3 models include: design-build-finance, design-build-finance-maintain, design-build-finance-operate and design-build-finance-operate-maintain.
- (i) Underway: means a project currently in progress commenced after November 1, 2009 and minimum 80% construction costs incurred by the bid closing date of this RFP.

## 2. Mandatory Technical Criteria:

- (a) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must," "M" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-compliant and be disqualified.
- (b) The Phased Bid Compliance Process will apply to all mandatory technical criteria.
- (c) The mandatory technical criteria are as follows:

### **M1 Minimum Score**

The Bidder must achieve the total minimum number of points, 980 out of 1400, required for the rated criteria set out at 3.2.3 Point-Rated Technical Criteria.

### **M2 Construction Management Project**

The Bidder must identify one (1) Building Construction Project, in which the Bidder functioned in the role of either Construction Manager or Design Builder or Public Private Partnership for the entire period of the project. Each project must include the following elements:

- (a) The Bidder must provide the Building Construction Project name.
- (b) The Bidder must provide the Building Construction Project location.
- (c) The Bidder must provide a description of the Building Construction Project.
- (d) The Bidder must provide a description of their role and level of responsibility (i.e. control) of the Building Construction Project. Note: Simply stating "Provided CM Services" is insufficient to satisfy this requirement.
- (e) The Bidder must have Completed the Building Construction Project after November 1, 2009 or the Building Construction Project must be Underway.
- (f) The Bidder must provide the Construction Value of the Building Construction Project and it must be at least \$8,000,000.00 CAD (applicable taxes excluded).
- (g) The Bidder must obtain, complete and submit Form 2 - Client Reference Form for Representative Project. If the Client Reference Form for Representative Project has not been received by the time of the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the form within the time frame specified will render the bid non-compliant.

Should interested Bidders submit more than one (1) project, only the first project will be evaluated.

### **M3 Mechanical/Electrical Construction Project**

The bidder must identify one (1) *Mechanical/Electrical Construction Project* in which the Bidder functioned in the role of either *General Contractor, Construction Manager, Design Builder* or *Public Private Partnership* for the entire period of the project. Each project must include the following elements:

- (a) The Bidder must provide the *Mechanical/Electrical Construction Project* name.
- (b) The bidder must provide the *Mechanical/Electrical Construction Project* location
- (c) The Bidder must provide a description of the *Mechanical/Electrical Construction Project*.
- (d) The Bidder must have *Completed* the *Mechanical/Electrical Construction Project* after November 1, 2009 or the *Mechanical/Electrical Construction Project* must be *Underway*.
- (e) The Bidder must provide the *Construction Value* of the *Mechanical/Electrical Construction Project* and it must be at least \$2,000,000.00 CAD (applicable taxes excluded).
- (f) The *Mechanical/Electrical Construction Project* must have included installation or renovation of a building's mechanical (heating, cooling and humidification) and electrical system.
- (g) The Bidder must obtain, complete and submit Form 3 - Client Reference Form for Representative Project. If the Client Reference Form for Representative Project has not been received by the time of the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the form within the time frame specified will render the bid non-compliant.

Should interested Bidders submit more than one (1) project, only the first project will be evaluated.

### **3. Point-Rated Technical Criteria:**

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

#### **R1 Experience of the Bidder (Maximum Points: 370)**

The Bidder should provide a description of two (2) representative Building Construction Projects.

Should interested Bidders submit more than two (2) projects, only the first two (2) projects will be evaluated. The representative projects may have been previously introduced in M1 or M2, however Bidders should provide the required information separately and submit complete responses as per the requirements below.

The Bidder should provide the following information for each of the two (2) projects submitted:

1. Representative project relevance
  - (a) One (1) of the two (2) projects should have been delivered as Construction Manager, Design Builder or Public Private Partnership.
  - (b) One (1) of the two (2) projects should be a *Mechanical/Electrical Construction Project*.
  - (c) Both projects should have a certificate of completion issued after November 1, 2009
  - (d) A brief project description and intention of the projects including total *Construction Value*, start and completion dates.
  - (e) Clearly indicate how and why each referenced project is comparable to the subject project described in the Terms of Reference against the following criteria:
    - i. quantity and types of subcontracts managed;

- ii. extent of mechanical (heating, cooling and humidification) and electrical system installation or upgrade;
  - iii. extent of multiple buildings at different geographic locations with multiple stakeholders and facility managers;
  - iv. type and protection of heritage components;
  - v. limited lay down area; and
  - vi. other criteria that Bidders identify based on their understanding of the project.
- (f) Bidders should complete and submit Client Reference Form for Representative Project at Form 4 and Form 5 for each project as validation of the Bidder's representative projects. If the Client Reference Forms for Representative Projects has not been received by the time of the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the forms within the time frame specified will render the bid non-compliant.

2. Management of representative projects

- (a) How budget was controlled and managed including initial construction cost estimate and final construction cost with explanation for any variances. In the case of projects Underway, the Bidder should provide the initial construction estimate, current expenditures to date and forecast at completion as detailed during the last reporting period. The Bidder should include an explanation of mitigation strategies employed.
- (b) How schedule was controlled and managed including schedule and revised schedule with explanation to address variances. In the case of projects Underway, the Bidder should provide the original project schedule, the current status and forecasted completion date as detailed during the last reporting period. The Bidder should include an explanation of mitigation strategies employed and if there are no mitigation strategies developed by the Bidder, then the rationale should be demonstrated.
- (c) How procurement was managed (i.e. subcontractors and suppliers) including any claims or disputes that occurred. In the event of no claims or disputes, the Bidder should describe proactive and preventative steps that were taken.

3. Representative project reporting

- (a) Indicate how project reporting was undertaken for one (1) of the referenced projects including a sample of monthly project report along with a sample field daily report. If multiple monthly reports and field daily reports are submitted only the first one (1) of each type of report will be evaluated.

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

Scale 1	Non Responsive	Inadequate	Weak	Adequate	Fully Satisfactory	Strong
	0 Point	2 Points	4 Points	6 Points	8 Points	10 Points
	Did not submit information which could be evaluated	Substantially below the desirable minimum <u>For example:</u> - Bidder lacks qualifications and experience	Just fails to meet the desirable minimum <u>For example:</u> - Bidder does not have minimum qualifications and experience	Meets the desirable minimum <u>For example:</u> - Bidder has minimum qualifications and experience	Exceeds the desirable minimum <u>For example:</u> - Bidder is well qualified and experienced	Exceptionally strong proposal <u>For example:</u> - Bidder is highly qualified and experienced

R1.1		- Sample Projects do not appear related to this project's needs	- Sample projects only marginally related to this project's needs	- Sample projects have sufficient description and appear related to this project's needs	- Sample projects are clearly defined and can be identified as closely related to this project's needs	- Sample projects are almost identical to this project's needs
R1.2		- Minimal Explanation of variances, mitigation strategy and its success is poor.	- Some Explanation of variances, mitigation strategy and its success is weak	- Explanation of variances, mitigation strategy and its success is adequate	- Explanation of variances, mitigation strategy and its success is good	- Explanation of variances, mitigation strategy and its success is very good
R1.3		- Project reporting generally not demonstrated or generally not related to the needs of this project	Project Reporting only marginally relates to the needs of this project	Project reporting generally demonstrated and generally relates to the needs of this project	Project reporting demonstrated and closely relates to the needs of this project	Project reporting fully developed and demonstrated and exceeds the needs of this project

**R2 Experience of Key Personnel of the Bidder (Maximum points: 420)**

The Bidder should provide the first and last name and respond to the sub-points of the following Key Personnel identified in 1 to 5 below to provide the services for the Tunney's Pasture Plant DES as presented in the Terms of Reference.

No person may be proposed for more than one Key Individual role.

Key Personnel:

1. Project Manager

- (a) Similar role, responsibility and degree of involvement on past projects;
- (b) Should have a minimum of ten (10) years of construction project management experience, in a project manager role;
- (c) Demonstrate completion of projects on time, within budget and meeting high quality standards.
- (d) Academic and other relevant qualifications, membership associations, etc., and include accomplishments and achievements; and

2. Superintendent

- (a) Similar role, responsibility and degree of involvement on past projects;
- (b) Should have a minimum of ten (10) years of construction site superintendent experience, in a superintendent role;
- (c) Demonstrate experience for overall planning, sequencing, management and overall control of the construction site; and
- (d) Academic and other relevant qualifications, membership associations, etc, and include accomplishments and achievements.

3. Mechanical & Electrical (M&E) Design Coordinator

- (a) Similar role, responsibility and degree of involvement in past projects;
- (b) Should have a minimum of seven (7) years of experience in mechanical and electrical design coordination;

- (c) Academic and other relevant qualifications, membership associations, etc., and include accomplishments and achievements;
- (d) Demonstrate experience integrating mechanical and electrical designs and coordinating input and advice from constructability standpoint.

4. Schedule Manager

- (a) Similar role, responsibility and degree of involvement on past projects;
- (b) Should have a minimum of seven (7) years of experience in construction scheduling;
- (c) Academic and other relevant qualifications, membership associations, etc., and include accomplishments and achievements; and
- (d) Demonstrate experience monitoring and reporting entire construction program and managing timelines.

5. Cost Manager

- (a) Similar role, responsibility and degree of involvement on past projects;
- (b) Should have a minimum of seven (7) years of experience in construction cost estimating and should be conversant with construction economy and market conditions related to the project requirements;
- (c) Demonstrate experience in cost planning, estimating, monitoring, control and reporting of construction projects; and
- (d) Academic and other relevant qualifications, such as, licenses, membership associations, etc., and include accomplishments and achievements.

R2 Experience of Key Personnel of the Bidder will be evaluated in accordance with Scale 2 below.

Scale 2	Non Responsive	Inadequate	Weak	Adequate	Fully Satisfactory	Strong
	0 Point	2 Points	4 Points	6 Points	8 Points	10 Points
R2	Did not submit information which could be evaluated	Substantially below the desirable minimum <u>For example:</u> - Bidder lacks qualifications and experience	Just fails to meet the desirable minimum <u>For example:</u> - Bidder does not have minimum qualifications and experience	Meets the desirable minimum <u>For example:</u> - Bidder has minimum qualifications and experience	Exceeds the desirable minimum <u>For example:</u> - Bidder is well qualified and experienced	Exceptionally strong proposal <u>For example:</u> - Bidder is highly qualified and experienced
		- Key Personnel proposed is not likely able to meet requirements	- Key Personnel does not cover all components or overall experience is weak	- Key Personnel capable of just fulfilling requirements	- Key Personnel covers all components or overall experience is strong	- Key Personnel exceeds all components or overall experience is highly qualified

**R3 Management of Services (Maximum points: 550)**

The Bidder should demonstrate their firm's capability to manage the services to meet project challenges and ensure consistent control throughout the project, including how the team will be organized and managed.

The Bidder should provide the following information:

1. Organization

- (a) Team's organization chart with all proposed Key Personnel identified in R2 response above, as well as other position titles and names of the Bidder's team as required to deliver the project in the most cost and time efficient manner;
- (b) Describe the roles and responsibilities of the personnel selected;
- (c) Outline the decision making process and who makes the final decision; and

2. Work Plan and Methodology

- (a) Provide a description of how schedule control will be applied throughout the delivery of the project.
- (b) Provide a description of the proposed cost services and explain how cost control will be applied throughout the delivery of the project.
- (c) Describe the change control methodology: approach to foreseeing, minimizing, and mitigating changes in the work.
- (d) Describe the proposed quality assurance and quality control methodology, explain how quality assurance and quality control will be applied throughout the delivery of the project.
- (e) Describe the proposed communication strategy, including a description of the communication management approach that addresses the needs of PWGSC and the various stakeholders including the different building custodians.
- (f) Risk management: mitigating risk and doing regular constructability reviews will reduce cost of construction. Describe how the Bidder will support and contribute to the design and construction phases with respect to risk management.
- (g) Design Package: Describe how the Bidder will assist the Design Team with the management, coordination, and cost estimation including updates of the Design Packages through to completion of the Work. For the cost estimating process, describe how the Bidder will document the cost of each Design Package, and explain how costs will be compared to market conditions.
- (h) Design and Construction Document Review (Information Management): Describe how the Bidder will perform document reviews and communicate assumptions, risks and constructability review comments to the Consultant team and PWGSC.
- (i) Based on the Bidder's understanding of the project from the information provided in the Terms of Reference, provide a narrative describing how the Bidder will implement a Site Specific Health & Safety Plan for this project at multiple building locations.

R3 Management of Services will be evaluated in accordance with Scale 3 below.

Scale 3	Non Responsive	Inadequate	Weak	Adequate	Fully Satisfactory	Strong
	0 Point	2 Points	4 Points	6 Points	8 Points	10 Points
	Did not submit information which could be evaluated	Substantially below the desirable minimum <u>For example:</u> - Bidder lacks qualifications and experience	Just fails to meet the desirable minimum <u>For example:</u> - Bidder does not have minimum qualifications and experience	Meets the desirable minimum <u>For example:</u> - Bidder has minimum qualifications and experience	Exceeds the desirable minimum <u>For example:</u> - Bidder is well qualified and experienced	Exceptionally strong proposal <u>For example:</u> - Bidder is highly qualified and experienced

R3.1		Extremely poor structure; insufficient decision processes, lack complete or almost complete understanding of the requirements	Poor structure and decision process; has some understanding of the requirements but lacks adequate understandings in some areas of the requirements	Adequate structure and decision process; demonstrate a good understanding of the requirements	Very good structure and decision process; demonstrate a very good understanding of the requirements	Superior structure and decision process; demonstrate an excellent understanding of the requirements
R3.2		- Extremely poor work plan and methodology; complete lack or almost complete lack of understanding requirement	- Poor work plan and methodology has some understanding of the requirement but lacks adequate understanding in some areas	- Adequate work plan and methodology demonstrates a good understanding of the requirement	- Very good work plan and methodology demonstrates a very good understanding of the requirement	- Superior Process and methodology; demonstrates an excellent understanding of the requirement

**R4 Management of challenges and issues (Maximum points: 60)**

1. The Bidder should identify and elaborate on the aspects of the project considered to be major challenges and illustrate an approach and methodology that will be applied to address these challenges.

R4 Management of challenges and issues will be evaluated in accordance with Scale 4 below.

Scale 4	Non Responsive	Inadequate	Weak	Adequate	Fully Satisfactory	Strong
	0 Point	2 Points	4 Points	6 Points	8 Points	10 Points
R4	Did not submit information which could be evaluated	Substantially below the desirable minimum <u>For example:</u> - Bidder lacks qualifications and experience	Just fails to meet the desirable minimum <u>For example:</u> - Bidder does not have minimum qualifications and experience	Meets the desirable minimum <u>For example:</u> - Bidder has minimum qualifications and experience	Exceeds the desirable minimum <u>For example:</u> - Bidder is well qualified and experienced	Exceptionally strong proposal <u>For example:</u> - Bidder is highly qualified and experienced
		- Little description of the capability to meet performance requirements	- Minimal description and Just below acceptable capability	- Minimum acceptable capability, should meet minimum performance	- Satisfactory capability, should ensure effective results	- Superior capability, should ensure effective results

**4. Evaluation Process:**

The evaluation process for the technical bid is as follows:

<b>3.2(b) Mandatory Technical Requirements</b>					
<b>Item</b>	<b>Mandatory Technical Requirements: Pass/Fail</b>	<b>Meets</b>	<b>Does Not Meet</b>	<b>Pass/Fail</b>	
<b>M1</b>	<b>Minimum Score</b>				
<b>M2</b>	<b>Construction Management Project</b>				
<b>M3</b>	<b>Mechanical/Electrical Construction Project</b>				
<b>3.2(c) Point-Rated Technical Requirements</b>					
<b>Item</b>	<b>Maximum Score: 1400 Mandatory Minimum Points: 980</b>	<b>Score</b>	<b>Weight</b>	<b>Weighted Score</b>	
<b>R1</b>	<b>Experience of the Bidder Maximum Points 370</b>				
<b>Project #1</b>					
R1.1	Representative project relevance	0-10	6	60	
R1.2	Management of representative projects	0-10	10	100	
<b>Project #2</b>					
R1.1	Representative project relevance	0-10	6	60	
R1.2.	Management of representative projects	0-10	10	100	
<b>Either Project #1 or #2</b>					
R1.3	Representative Project Reporting	0-10	5	50	
<b>R2</b>	<b>Experience of Key Personnel of the Bidder Maximum Points 420</b>				
	Senior Project Manager	0-10	12	120	
	Senior Superintendent	0-10	12	120	
	Mechanical & Electrical Design Coordinator	0-10	6	60	
	Schedule Manager	0-10	6	60	
<b>R3</b>	<b>Approach and Methodology of the Bidder Maximum Points 550</b>				
	R3.1	Organization	0-10	10	100
	R3.2.a	Schedule management	0-10	5	50
	R3.2.b	Cost management	0-10	5	50
	R3.2.c	Change control methodology	0-10	5	50
	R3.2.d	Quality assurance management	0-10	5	50
	R3.2.e	Communication strategy	0-10	5	50
	R3.2.f	Risk management	0-10	5	50
	R3.2.g	Design packages	0-10	5	50
	R3.2.h	Information management	0-10	5	50
R3.2.i	Health and Safety management	0-10	5	50	
<b>R4</b>	<b>Management of Challenges and Issues Maximum Points 60</b>				
	R4.1.	Major challenges approach and methodology	0-10	6	60

### 3.3 Financial Evaluation

1. The Total Bid Amount and Bid Security in accordance with 2.7 Bid Security Requirements should be submitted in a second sealed envelope (separate from the Technical Bid.) The price envelopes of all compliant Bids will be opened on completion of the technical submission evaluation.
2. As per the **Pricing Tables- Annex B**, the Total Bid Amount identified in **Table 6** will be used to establish the Bidder's Bid Price.
3. Each Financial bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement. Financial Bids that do not comply with each and every mandatory requirement will be declared non-compliant and be disqualified.

### 3.4 Basis of Selection

1. To be declared responsive, a bid must:
  - (a) Comply with all the requirements of the bid solicitation;
  - (b) Obtain the required minimum points, 980 out of 1400, points for the total of the technical bid evaluation criteria which are subject to point rating; and
  - (c) The price bid must consist of the Pricing Tables duly completed and accompanied by the required bid security.
2. Bids not meeting (a), (b) and (c) above will be declared non-compliant.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 50% for the technical merit and 50% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by maximum number of points available multiplied by the ratio of 50%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ration of 50%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
8. The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 50/50 ratio of technical merit and price. The Total available points equals 135 and the lowest evaluated price is \$45,000 (45).

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score (out of 135)</b>	115/135	89/135	92/135
<b>Bid Price</b>	\$55,000.00	\$50,000.00	\$45,000.00

		Bidder 1	Bidder 2	Bidder 3
<b>Calculations</b>	<b>Technical Merit Score</b>	115/135 x 50 = 42.59	89/135 x 50 = 32.96	92/135 x 50 = 34.07
	<b>Pricing Score</b>	45/55 x 50 = 40.91	45/50 x 50 = 45.00	45/45 x 50 = 50.00
	<b>Combined Rating</b>	83.5	77.96	84.07
<b>Overall Rating</b>		2 <sup>nd</sup>	3 <sup>rd</sup>	1 <sup>st</sup>

9. If more than one Bidder is ranked first because of identical overall scores, then the Bidder submitting the lowest bid amount will be selected.

### 3.5 Conduct of Evaluation

1. In conducting its evaluation of the proposals, Canada may, but will have no obligation, to do the following:
- (a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFP;
  - (b) contact any or all references supplied by Bidders to verify and validate any information submitted by them;
  - (c) request, before award of any contract, specific information with respect to Bidders' legal status;
  - (d) conduct a survey of Bidders' facilities and/or examine their technical, managerial and financial capabilities to determine if they are adequate to meet the requirements of the RFP;
  - (e) correct any error in the total bid amount by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in case of error in the estimated amount of prices, the unit price will govern;
  - (f) verify any information provided by Bidders through independent research, use of any government sources or by contacting third parties; and
  - (g) Interview, at the sole costs of Bidders, any Bidder and/or any or all of the resources proposed by Bidders to fulfill the requirement of the RFP.

Bidders 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 with the request may result in the bid being declared non-compliant.

## **PART 4 - CERTIFICATIONS, SECURITY AND ADDITIONAL INFORMATION**

### **4.1 General Information**

1. Bidders must provide the following required certifications, security and additional information to be awarded a contract.
2. The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-compliant, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.
3. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-compliant or constitute a default under the Contract.

### **4.2 Certifications/Information Required with the Technical Bid**

1. Bidders must submit the following as a part of their Technical Bid:

(a) Integrity Provisions- Declaration of Convicted Offences

As applicable, under 2.4 Integrity Provisions – Bid, paragraph 5 (copied below), the Bidder must provide with its bid, a completed Declaration Form, to be given further consideration in the procurement process.

*Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form which can be found at <https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>.*

(b) Bid Submission Form- Form 1

2. Bidders should submit the following as part of their Technical Bid:

(a) Technical Compliance Form- Form 2 (optional form)

### **4.3 Certifications/Information Required with Financial Bid**

1. Bidders must submit the following as part of their Financial Bid:

- (a) Pricing Tables- Annex B
- (b) Bid Security as per 2.7 - Bid Security Requirements

### **4.4 Additional Certifications/Information Precedent to Contract Award**

1. Bidders must submit the following before award of a contract:

- (a) Complete List of each Individual currently Directors of the Bidder- Form 7
  - i. Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.
  - ii. Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
  - iii. Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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EP635-210751

Amd. No. - N° de la modif.  
000

Buyer ID - Id de l'acheteur  
FG362

Client Ref. No. - N° de réf. du client  
20210751

File No. - N° du dossier  
EP635-210751

Project No. - N° du projet  
R.090310.006, R.090311.007, R.096125.006

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(b) Client Reference Form for Representative Project – Form 3, 4, 5 and 6

2. Bidders should submit the following before award of a contract:

(a) Voluntary Certification to support the use of Apprentices- Form 8 (optional form)

#### **4.5 Additional Certifications required after Contract Award**

1. The Contractor must submit the following after Contract award:

(a) Certificate of Insurance- Annex E

(b) Contract Security as per General Condition (GC) 9 - Contract Security of R2890D

2. The Contractor should submit the following after Contract award:

(a) Voluntary Report for Apprentices Employed during the Contract- Annex F (optional form)

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000

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## **PART 5 - SECURITY**

### **5.1 Industrial Security Requirement**

1. **At bid closing**, the Bidder must hold a valid Security Clearance as indicated at Part 6- Resulting Contract Documents. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.
2. The Successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work under the subsequent Contract must meet the mandatory security requirement as indicated in Part 6- Resulting Contract Documents. Individuals who do not have the required level of security will not be allowed on site. It is the responsibility of the successful Bidder to ensure that the security requirements are met throughout the performance of the Contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Bidder's non-compliance with the mandatory security requirement.
3. For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations on the Industrial Security Program Web site: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Requirement

1. The Contractor agrees to provide to the Client the Construction Management Services described in the Contract, including the Terms of Reference in accordance with, and at the prices set out in, the Contract.
2. Under the Contract, the "Client" is: Public Works and Government Services Canada

### 6.2 Construction Time

1. **Construction Management Services Time:** The Contractor must perform the services and achieve Substantial Performance of the Work by no later than **July 31, 2024**.
2. The Contractor must perform the services and achieve Substantial Performance of the Work as follows:
  - (a) Sir Frederick Banting Research Centre by no later than September 30, 2023;
  - (b) Laboratory Centre for Disease Control and Butler Hut by no later than February 28, 2023;
  - (c) Occupational Health Unit by no later than June 30, 2022.

### 6.3 Contract Documents

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

GC1 General Provisions - Construction Services	R2810D (2017-11-28);
GC2 Administration of the Contract - Construction Services	R2820D (2016-01-28);
GC3 Execution and Control of the Work	R2830D (2019-11-28);
GC4 Protective Measures	R2840D (2008-05-12);
GC5 Terms of Payment	R2850D (2019-11-28);
GC6 Delays and Changes in the Work	R2860D (2019-05-30);
GC7 Default, Suspension or Termination of Contract	R2870D (2018-06-21);
GC8 Dispute Resolution - >5M – Construction Services	R2882D (2019-11-28);
GC9 Contract Security	R2890D (2018-06-21);
GC10 Insurance	R2900D (2008-05-12);
  - (g) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - (h) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and acceptance of the bid; and
  - (i) Any amendment or variation of the contract documents that is made in accordance with the General Conditions; and
  - (j) The Contractor's bid, not including any terms and conditions that may be included in the bid or terms and conditions included by way of reference in the bid.

2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

3. The language of the contract documents is the language of the bid submitted.

#### **6.4 Changes to General Conditions**

1. R2810D - General Condition (GC) 1 - General Provisions - Construction Services

- (a) In GC1.1.2 Terminology, delete:

"Contractor"

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

- In GC1.1.2 Terminology, add:

"Contractor" and "Construction Manager"

means the entity contracting with Canada to provide or furnish all labour, Material and Plant and construction management services for the execution of the Work under the Contract, and includes the Contractor's superintendent as designated in writing to Canada.

- (b) Delete GC 1.2.2 Order of Precedence in its entirety and refer to Article 6.6 Order of Precedence.

2. R2820D General Condition (GC) 2 - Administration of the Contract - Construction Services

- (a) GC2.8 Accounts and Audit is deleted in its entirety and replaced with the following:

GC2.8 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, to make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

4. The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Contract, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.
3. R2830D General condition (GC) 3: Execution and control of the work
  - (a) GC3.7 Construction by Other Contractors or workers is deleted in its entirety and replaced with the following:

GC3.7 - Separate Contracts with other Contractors

    1. Canada reserves the right to award separate contracts for work. Where in the opinion of Canada, it is necessary for Canada to award separate contracts to other contractors, the Contractor must:
      - a. coordinate and cooperate with the work of other contractors;
      - b. coordinate and schedule the Work with the work of other contractors and connect as specified or shown in the Contract Documents;
      - c. participate with other contractors and the DR in reviewing their construction schedules when directed to do so;
      - d. coordinate and perform the Work with care and diligence so as to ensure that Canada and other contractors will be in a position to proceed according to schedule with the delivery, installation and testing of their work; and
      - e. allow other contractors or workers, together with their plant, equipment and Material, access to the Site and the opportunity to use their plant and equipment.
    2. When separate contracts are awarded for other parts of the project, Canada will:
      - a. Ensure that insurance coverage is provided to the same requirements as are called for to the greatest extent applicable. Such insurance will be coordinated with the insurance coverage of the Contractor as it affects the Work; and
      - b. take all precautions reasonably possible to avoid labour or other disputes.
      - c. Ensure the separate contractors are required to adhere to the Contractor's Health & Safety policies and procedures when performing work at the location of the project under the Contractor's control as Constructor on the project.
    3. The Contractor must give the DR prompt written notice of any defect in, or any conflict occasioned by, the work of other contractors and before proceeding with any Work that is affected by or depends on for its proper execution such work of other contractors. In the absence of such written report, the Contractor will have no claim against Canada by reason of the conflict or defective work of the other contractors.
    4. Notwithstanding the foregoing, it is understood and agreed that the Contractor will be the "Constructor" for the Project within the meaning of the applicable Health and Safety legislation, and must perform or have performed, in addition to any other obligations it may have under the application of legislation, all of the obligations of a "Constructor" set out in the legislation for the Work. It is further understood and agreed that Canada appoints and the Contractor agrees to be appointed as the "Constructor" to fully control, coordinate, oversee and be responsible for all other contractors.

5. If the Contractor has caused damage, delay, impact, or interference to the work of other contractors, the Contractor agrees on due notice to settle with the other contractors in accordance with GC5.8 paragraph 6 of R2850D – General Conditions (GC) 5 – Terms of Payment. If one or more of the other contractors makes a claim against Canada on account of damage, delay, impact, or interference alleged to have been so sustained, Canada will notify the Contractor and may require the Contractor to defend the action at the Contractor's expense and not as a Cost of the Work and without an adjustment in the Contract Fee. The Contractor must satisfy a final order or judgment against Canada and pay the costs incurred by Canada arising from such action and not as a Cost of the Work and without an adjustment in the Contract Fee.
4. R2850D General Condition (GC) 5 - Terms of Payment >100K - Construction Services
    - (a) The following paragraphs are added to GC5.4 Progress Payment:
      6. The portion of the Work done under the Fixed Monthly Fee must be separately invoiced or documented as a separate line item from the progress draw, in fixed monthly installments over the duration of the Contract.
      7. Additional Resource Categories
        - a. Should additional resource categories be required during the execution of the Contract beyond what is included in Annex B-Table 5, the Contractor must provide a proposal for the additional hourly rate which must include:
          - i. A full justification with documented evidence substantiating any and all applicable elements listed in Article 6.10.3 (b) Hourly Labour Rates
          - ii. A full justification with documented evidence substantiating any other element of cost used to calculate the proposed hourly rate
          - iii. A detailed calculation of the appointment of the aforementioned elements to the hourly rate being proposed
        - b. Additional Resource Categories are subject to the approval of Canada.
    - (b) The following paragraph is added to GC5.5 Substantial Performance of the Work:
      5. If, at any time before the issuance of a Certificate of Completion, Canada determines that a Design Package has reached Substantial Performance as described in subparagraph 1) (b) of GC 1.1.4, "Substantial Performance", paragraphs 1) through 4) of GC 5.5 may be applied with respect to the specific Design Package.
5. R2860D General Condition (GC) 6 - Delays and Changes in the Work – Construction Services General
    - (a) GC6.4 Determination of Price is deleted in its entirety and replaced with the following:

GC6.4 Determination of Price

      1. Any adjustment to the estimated construction costs resulting from a change in the Work pursuant to GC6.1 will represent all reasonable and proper costs including any costs associated with any delay incurred by or savings accruing to the Contractor in respect of the labour, Plant and Material that are payable as Construction Costs.
      2. If the final cost of the Construction Work, excluding the Contractor' fees, is not within 75 and 125 percent of the total estimated construction cost either party to the Contract may

request to negotiate a change in the Contractor' Percentage Fee for the Work outside of these thresholds if:

- a. there is a demonstrable difference between the cost to the Contractor of performing the Work for the estimated construction cost and the cost to the Contractor of performing the Work for the actual Construction Cost;
3. For the purposes of the negotiation referred to in paragraph 2.
    - a. The onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation.
    - b. If the actual Construction Cost is less than 75 percent of the estimated construction, in no event will the total amount paid as the Contractor' Percentage Fee, amended as a result of a reduction in the cost of the Work, exceed the amount that would have been payable to the Contractor had the price of the Work actually accounted for 75 percent of the estimated construction cost.
  4. The amount of the Contract will be the final sum of the Fixed Monthly Fees, the actual Construction Cost, the Percentage Fee and any adjustments that are made in accordance with the Contract.
6. R2890D General Condition (GC) 9 – Contract Security
    - (a) GC9.2 Types and Amounts of Contract Security, article 9.2.2 is deleted in its entirety and replaced with the following:
      2. A performance bond (form [PWGSC-TPSGC 505](#)) and a labour and material payment bond (form [PWGSC-TPSGC 506](#)) referred to in subparagraph 1(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, [Acceptable Bonding Companies](#)) that is approved by Canada. Bonds can be in the form of signed and sealed paper version or electronic digital version. Electronic digital versions must meet the following:
        - a. A performance bond and a labour material bond may be submitted in an electronic or digital format if it meets the following criteria:
          - i. The versions submitted by the Contractor must be verifiable by Canada with respect to the totality and wholeness of the bonds form, including: the content; all digital signatures; all digital seals; with the surety company or an approved certification service provided of the surety company.
          - ii. The versions submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada and in a single file. Allowable formats include portable document format (PDF).
          - iii. The verification may be conducted by Canada immediately or at any time during the life of the bonds and at the discretion of Canada with no requirement for passwords or fees.
          - iv. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding (i) above.
        - b. Bonds failing the verification process will not be considered valid.

## 6.5 Order of Precedence

1. In the event of any discrepancy or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:
  - (a) Any amendment or variation of the Resulting Contract Documents that is made in accordance with the General Conditions;
  - (b) Any amendment issued prior to tender closing;
  - (c) These resulting contract clauses;
  - (d) Changes to the General Conditions;
  - (e) General Conditions;
  - (f) Annex A-Basis of Payment;
  - (g) Annex B- Pricing Tables;
  - (h) Annex D- Security Requirements Check List (SRCL);
  - (i) Annex E-Certificate of Insurance;
  - (j) Annex C- Terms of Reference;
  - (k) The Contractor's bid not including any additional terms and conditions that may be included in the bid or by reference.

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

## 6.6 Authorities

### 1. PWGSC Contracting Authority

The Contracting Authority for the Contract is:

Name: Jessica Kelly  
Title: Supply Officer

Public Works and Government Services Canada  
Acquisitions Branch, CAAMS, RPCD  
L'Esplanade Laurier, East Tower  
140 O'Connor Street  
Ottawa, ON K1A0S5

Telephone: 613-296-3779  
E-mail address: [jessica.kelly@tpsgc-pwgsc.gc.ca](mailto:jessica.kelly@tpsgc-pwgsc.gc.ca)

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

### 2. Client Technical Authority

The Client Technical Authority for the Contract is:

*[to be completed before contract award]*

Name:  
Title:  
Organization:  
Address:  
Telephone:  
E-mail address:

The Client Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract.

### 3. Contractor's Representative

The Contractor's Representative is:

*[to be completed before contract award]*

Name:

Title:

Telephone:

E-mail address:

### 6.7 Industrial Security Requirements

1. The following security requirement (SRCL and related clauses) applies and form part of the Contract:
  - (a) The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
  - (b) The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
  - (c) The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
  - (d) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, **PWGSC**.
  - (e) The Contractor/Offeror must comply with the provisions of the:
    - i. Security Requirements Check List and security guide (if applicable), attached at Annex D
    - ii. Industrial Security Manual (Latest Edition).

### 6.8 Insurance Terms

1. In addition to the Insurance terms indicated below, see Annex E.
  - (a) Insurance Contracts
    - i. The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
    - ii. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

(b) Period of Insurance

- i. The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- ii. The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.
- iii. The Contractor must be responsible to provide and maintain coverage for Completed Operations hazards on its Wrap-Up General Liability, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

(c) Proof of Insurance

- i. Before start of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- ii. On request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor under the Certificate of Insurance.
- iii. The insurance policies must be endorsed to provide Canada and any additional insured with not less than thirty (30) days' notice in writing in advance of a cancellation of insurance or any reduction in coverage.

(d) Insurance Proceeds

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

(e) Deductible

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

**6.9 Determination of Construction Cost**

1. The Construction Cost, as defined in Annex A - Basis of Payment initially will be determined based on the estimated Construction Cost specified in the Request for Proposal. The estimated Construction Cost will be adjusted periodically throughout the term of the contract to reflect the actual Construction Cost.
2. Any adjustment to the amount of a subcontract will require Canada's approval in writing. The Contractor will not be entitled to any additional fees other than the Percentage Fee.
3. Any request for adjusting the amount of a subcontract must be substantiated with a cost estimate breakdown itemizing, as a minimum, all labour, Material, and Plant costs, and the amount of any allowance for the subcontractor's overhead, administration and profit. The Contractor must ensure that all prices included in the breakdown are fair and reasonable and in conformance with the following:
  - (a) Labour rates must be established in accordance with applicable trade union agreements. Non-union labour rates must be established in accordance with local industry standards. All labour rates will require approval by Canada in writing.

- (b) The costs of all Material and Plant must represent the actual amount paid to suppliers and said costs are to include all applicable discounts.
  - (c) Allowances for the subcontractor's profit, supervision, coordination, administration, overhead and the risk of undertaking the work within the stipulated amount must be negotiated by the Contractor for each change and must represent a reasonable amount for the nature and complexity of each change. However, in no circumstance will the subcontractor's allowance exceed 15%.
4. The price of any portion of the Work that is not subcontracted or paid for as a Fixed Fee will be equal to the actual cost of that portion of the Work plus the applicable Contractor's Percentage Fee.

#### **6.10 Determination of Price for Subcontract Changes**

1. This clause applies to the determination of price for any changes to subcontracts only.
2. Price Determination Prior to Undertaking Changes
  - (a) If a Lump Sum Arrangement applies to the subcontract between the Contractor and the Subcontractor or a part thereof, the price of any Subcontractor's change will be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed on in writing by the Contractor and Canada plus an allowance for supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount, which allowance must be in accordance with 6.9.3(c).
  - (b) If a Unit Price Arrangement applies to the subcontract between the Contractor and the Subcontractor or a part thereof, the Contractor and Canada may, by agreement in writing, add items, units of measurement, estimated quantities and prices per unit to the Unit Price Table.
  - (c) A price per unit referred to in paragraph (b) will be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed on by the Contractor and Canada, plus an allowance determined in accordance with 6.9.3(c).
  - (d) To facilitate approval of the price of the change or the additional price per unit as applicable, the Subcontractor must submit a cost estimate breakdown identifying, as a minimum, the estimated cost of labour, Plant, Material, each subcontract amount, and the amount of the allowance.
  - (e) If no agreement is reached as contemplated in paragraph 6.10.2(a) the price must be determined in accordance with article 6.10.4 Price Determination Following Completion of Changes.
3. Allowable Costs under article 6.10.2 Price Determination Prior to Undertaking Changes
  - (a) General
    - i. The Subcontractor must submit a cost estimate breakdown for each contemplated change, in accordance with 6.10.2 Price Determination Prior to Undertaking Changes. The breakdown must itemize all labour, Material, Plant and equipment costs estimated by the Contractor and Subcontractors, and the amount of the Subcontractor allowance;
    - ii. It is the responsibility of the Contractor to ensure that all prices included in the Subcontractor's breakdown are fair and reasonable in view of the terms expressed herein;

- iii. The labour hours required for the contemplated change must be based on the estimated number of hours to perform the work;
- iv. Time spent by a working foreman may be included in the number of labour hours, at a rate agreed to in writing by the Contractor and Canada;
- v. Time attributable to material handling, productivity factors and approved rest periods is to be included in the number of hours required by the contemplated change and will not be paid as a separate item under hourly rates;
- vi. Allowances referred to in paragraph 3(d) Allowance to the Subcontractor below are not to be included in the hourly labour rates;
- vii. Credit for work deleted will only be for the work directly associated with the change;
- viii. When a change deletes work which has not yet been performed, Canada is entitled to an adjustment in the Contract Amount equal to the cost the Subcontractor would have incurred had the work not been deleted;
- ix. Allowances referred to in paragraph 3(d) Allowance to the Subcontractor below must not be applied to any credit amounts for deleted work;
- x. In those cases where the change involves additions and deletions to the work, the allowances referred to in paragraph 3(d) Allowance to the Subcontractor below must apply only when the cost of the additions minus the cost of the deletions would result in an increase in the Contract Amount. The percentage allowance must only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions;
- xi. If the contemplated change in the work necessitates a change in the contract completion date, or has an impact on the work, the Contractor must identify and include the resulting cost in the breakdown.

(b) Hourly Labour Rates

- i. The hourly labour rates listed in the Subcontractor's breakdown must be determined in accordance with the collective agreements that are applicable at the site of the work and must include:
  - (A) the base rate of pay;
  - (B) vacation pay;
  - (C) benefits which includes:
    - (I) Welfare contributions;
    - (II) Pension contributions;
    - (III) Union dues;
    - (IV) Training and industry funds contributions; and
    - (V) Other applicable benefits, if any that can be substantiated by the Contractor.
  - (D) statutory and legislated requirements, assessed and payable under statutory authority, which includes:
    - (I) Employment Insurance contributions;
    - (II) Canada Pension Plan or Quebec Pension Plan contributions;

- (III) Worker's Compensation Board or "Commission de la santé et de la sécurité du travail" premiums;
      - (IV) Public Liability and Property Damage insurance premiums; and
      - (V) Health tax premiums.
    - ii. In the case of non-union labour, all rates claimed must be in accordance with the terms of the Labour Conditions forming part of this contract and the Subcontractor must provide satisfactory proof of the rates actually paid.
  - (c) Material, Plant and Equipment Costs
    - i. The costs of all purchases and rentals must be based on the actual amount paid to the suppliers by the Subcontractor and said costs are to include all applicable Discounts.
  - (d) Allowance to the Subcontractor
    - i. The allowances provided will be considered as full compensation for:
      - (A) supervision, coordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount; and
      - (B) miscellaneous additional costs related to
        - (I) The purchase or rental of material, plant and equipment;
        - (II) The purchase of small tools and supplies;
        - (III) Safety and protection measures; and
        - (IV) Permits, bonds, insurance, engineering, as built drawings, commissioning, and site office.
4. Price Determination Following Completion of Changes
- (a) If it is not possible to predetermine, or if there is failure to agree on the price of a change in the Work, the price of the change must be equal to the aggregate of:
    - i. all reasonable and proper amounts actually expended or legally payable by the Subcontractor for labour, Plant and Material that fall within one of the classes of expenditure described in paragraph B that are directly attributable to the performance of the Contract;
    - ii. an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, in an amount that is determined in accordance with 6.9.3(c); and
    - iii. interest on the amounts determined under subparagraphs (a.i) and (a.ii) of paragraph 4 Price Determination Following Completion of Changes is calculated in accordance with GC6.12, "Interest on Settled Claims";
  - (b) The cost of labour, Plant and Material referred to in subparagraph (a.i) and (a.ii) of paragraph 4 Price Determination Following Completion of Changes must be limited to the following categories of expenditure:
    - i. payments to Subcontractors and suppliers;
    - ii. wages, salaries bonuses and, if applicable, travel and lodging expenses of employees of the Subcontractor located at the site of the Work and that portion of wages, salaries, bonuses and, if applicable, travel and lodging expenses of personnel of the Subcontractor generally employed at the head office or at a general office of the Subcontractor provided they are actually and properly engaged on the Work under the Contract;

- iii. assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and Applicable Taxes collection costs;
- iv. rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Subcontractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant has been approved by Canada;
- v. payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of Canada, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;
- vi. payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the subcontract;
- vii. payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the Plant and Material necessary for and used in the performance of the subcontract; and
- viii. any other payments made by the Subcontractor with the approval Canada that are necessary for the performance of the subcontractor in accordance with the Contract Documents.

#### 5. Price Determination - Variations in Tendered Quantities

- (a) Except as provided in paragraphs (b), (c), (d) and (e), if it appears that the final quantity of labour, Plant and Material under a price per unit item will exceed or be less than the estimated tendered quantity, the Subcontractor must perform the Work or supply the Plant and Material required to complete the item and payment must be made for the actual Work performed or Plant and Material supplied at the price per unit set out in the subcontract.
- (b) If the final quantity of the price per unit item exceeds the estimated tendered quantity by more than 15 percent, either party to the Subcontract may make a written request to the other party to negotiate an amended price per unit for that portion of the item which exceeds 115 percent of the estimated tendered quantity, and to facilitate approval of any amended price per unit, the Contractor must, on request, provide Canada with:
  - i. detailed records of the actual cost to the Subcontractor of performing or supplying the tendered quantity for the price per unit item up to the time the negotiation was requested; and
  - ii. the estimated unit cost of labour, Plant and Material required for the portion of the item that is in excess of 115 percent of the tendered quantity.
- (c) If agreement is not reached as contemplated in subparagraph (b) above, the price per unit must be determined in accordance with paragraph 6.10.4 Price Determination Following Completion of Changes.
- (d) If it appears that the final quantity of labour, Plant and Material under a price per unit item must be less than 85 percent of the estimated tendered quantity, either party to the Subcontract may make a written request to the other party to negotiate a change to the price per unit for the item if:
  - i. there is a demonstrable difference between the unit cost to the Subcontractor of performing or supplying the estimated tendered quantity and the unit cost to the Subcontractor for performing or supplying the final quantity; and

- ii. the difference in unit cost is due solely to the decrease in quantity and not to any other cause.

(e) For the purposes of the negotiation referred to in subparagraph (d) above:

- i. the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and
- ii. in no event will the total price for an item that has been amended as a result of a reduction in quantity under paragraph (d) above exceed the amount that would have been payable to the Subcontractor had 85 percent of the tendered quantity actually been performed or supplied.

### 6.11 Replacement of Specific Individuals

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

### 6.12 Price Escalation Based on Consumer Price Index (CPI)

1. The firm hourly rates identified in Annex B- Pricing Tables (inclusive of overhead and profit) will be adjusted annually on the start date of each new Contract year (starting with Contract year 2) based on the annual average percentage increase (decrease) in the monthly index of the Consumer Price Index for Canada, All-Items (Not Seasonally Adjusted), published on the Statistics Canada Website at [https://www.statcan.gc.ca/eng/subjects-start/prices\\_and\\_price\\_indexes/consumer\\_price\\_indexes](https://www.statcan.gc.ca/eng/subjects-start/prices_and_price_indexes/consumer_price_indexes) based on Table: 18-10-0004-01, for the 12-month period ending 3 months prior to the new Contract year start date.
2. For clarity, if the contract start date was April 10, 2018 then at the start of Contract year 2 (i.e. April 10, 2019), the Contract year 1 rates would be increased by 1.3% based on the following assumptions:

	% Change in Monthly CPI
February 2018	1.1%
March 2018	1.2%
April 2018	0.9%
May 2018	0.9%

June 2018	1.1%
July 2018	1.0%
August 2018	1.4%
September 2018	1.6%
October 2018	1.6%
November 2018	1.7%
December 2018	1.5%
January 2019	1.7%

15.7% / 12 = 1.3%

Moreover, to determine the Contract year 3 rates, the Contract year 2 rates calculated above would be adjusted using the same Statistics Canada data and formula for the February 2019 - January 2020 twelve month period.

3. To gain access to the CPI adjustment, the Contractor is required to submit a request in writing to the Contracting Authority, no later than one (1) month prior to the anniversary date of the contract in each calendar year. Authorization of the rate adjustments is subject to the approval of the Contracting Authority. If the contractor fails to request a CPI adjustment by the anniversary date of the contract, it should be noted that any adjustment requested at a later date is not retroactive.

#### **6.13 Public Works and Government Services Canada Apprentices Procurement Initiative**

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (Form 8) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

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

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

Solicitation No. - N° de l'invitation  
EP635-210751

Amd. No. - N° de la modif.  
000

Buyer ID - Id de l'acheteur  
FG362

Client Ref. No. - N° de réf. du client  
20210751

File No. - N° du dossier  
EP635-210751

Project No. - N° du projet  
R.090310.006, R.090311.007, R.096125.006

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To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Form 8.

If you accept, fill out and sign Form 8.

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

## ANNEX A- BASIS OF PAYMENT

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

#### 1. Contractor's Fee

- Fixed Monthly Fee
- Percent Construction Fee
- Additional Personnel

#### 2. Construction Costs

#### 3. Allowable Disbursements

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#### 1. Contractor's Fee

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

##### (a) Fixed Monthly Fee

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

The Fixed Monthly Fee will include, without limitation:

- All overhead, administration, mark-up and profit for the Contractor's operations, including, but not limited to standard office expenses such as any photocopying, computer and software costs, Internet, all telephone and fax, cellular telephones, depreciation, rent and maintenance of office facilities, furniture, office equipment and supplies, taxi charges, parking;
- The construction, maintenance and operation of a site field office at the Site, including, but not limited to standard office expenses such as any photocopying, computer costs, Internet, all telephone and fax, cellular telephones, depreciation, rent and maintenance of office facilities, furniture, office equipment and supplies, taxi charges, parking, communication equipment, advertising and publications, long distance phone, bottled water, courier, stamps, software, office supplies and petty cash items;
- The actual cost of all personnel, including field personnel, employed or contracted by the Contractor to deliver the services specified in the Terms of Reference and includes all payroll costs such as salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums and any other benefits, including vehicle and vehicle expenses. Do not include contracted personnel of sub-trades that will perform the construction;
- The salaries, benefits or other compensation for the Contractor's officers, directors, principals and support staff;
- Travel and accommodation costs related to the Work for the duration of the Contract;
- All other costs which may be considered disbursements unless specifically listed in Article 3 Allowable Disbursements;
- Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;

(b) Percent Construction Fee

The Percent Construction Fee includes:

- i. The Contractor's percentage mark-up for overhead, profit and general administration costs on the Construction Cost;
- ii. All costs that have not been identified for reimbursement under the Basis of Payment – (1.a) Fixed Monthly Fee, (1.c) Additional Personnel, (2) Construction Costs and (3) Allowable Disbursements;
- iii. The Percent Construction Fee will be paid in arrears for each progress claim submitted in accordance with GC5 - Terms of Payment, during the Term of the Contract. The value of the Percent Construction Fee for the payment period will be based on the construction cost of the work actually incurred during that period.

(c) Additional Personnel

- i. The Contractor will include in the Fixed Monthly Fees sufficient personnel to complete the Work within the time frame stipulated at Article 6.2.
- ii. However, should Canada determine that, for the purposes of schedule acceleration, additional personnel is required, Canada will have the right to request that the Contractor provide such additional personnel for the performance of the Work or any part or parts thereof.
- iii. For additional personnel requested by Canada, the Contractor will be reimbursed in accordance with the firm hourly rates quoted in Table 5 from Annex B Pricing Tables for the identified categories of personnel or in accordance with rates which have been negotiated and mutually agreed to between Canada and the Contractor for personnel that were not pre-identified in Table 5 from Annex B Pricing Tables. Such costs will be payable monthly in arrears.
- iv. Should additional resource categories be required during the execution of the Contract beyond what is identified in Annex B- Table 5 the Contractor costs will be established in accordance with GC5 Terms of Payment > 100K- Construction Services.

**2. Construction Costs**

(a) Determination of Construction Cost will be in accordance with Article 6.10. Construction Costs will be reimbursed in accordance with GC5 - Terms of Payment.

(b) Construction Costs will include, without limitation:

- i. The actual, reasonable and direct costs of subcontracts;
- ii. The actual, reasonable and direct costs incurred by the Contractor, as previously agreed to by Canada in performing the Work, as follows:
  - a. Materials incorporated into the Work, including costs of transportation;
  - b. Materials, products, supplies, equipment, temporary services (i.e. electrical supply, water, lighting, fencing) and facilities, including transportation and maintenance thereof, which are consumed in the performance of the Work, and cost less salvage value on such items used, but not consumed, which remain the property of the Contractor;
  - c. Tools, machinery and equipment, exclusive of hand tools, used in the performance of the Work, whether rented by the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof;

- d. Site engineering, as-built drawings, operation and maintenance manuals and all other documents required to be provided prior to certification of Substantial Performance, as well as commissioning activities;
- e. Independent inspection and testing services other than those described in the construction documents;
- f. Site washrooms;
- g. Health and Safety sundries for visitors (hard hats, boots, gloves, goggles, masks, etc.);
- h. Bilingual Site signage;
- i. Utility costs, as applicable;
- j. The cost of safety measures and requirements;
- k. Cleaning materials supplies, hand tools and consumables;
- l. Site photos;
- m. Printing of construction documents;
- n. Removal and disposal of waste products and debris;
- o. Site security provisions including security personnel, protection of materials and equipment, the procurement of private security services and construction related security.

(c) Site Labour Costs

- i. The Contractor will not use its own forces or the forces of a non-arm's length entity to provide trade work unless the Contractor has been specifically authorized to do so by Canada.
- ii. However, the Contractor will be reimbursed for the labour expended by the Contractor's carpenters and general site labourers for any physical construction work related to Division 1 which received prior written approval from the DR. Site labour costs that have been authorized by the DR in writing will be paid monthly in arrears.
- iii. Notwithstanding the above, Canada may require that the Contractor competitively procure any or all of the site labour work, including work that may be completed by the Contractor's own labourers.
- iv. Any costs incurred by the Contractor due to failure on the part of the Contractor to exercise reasonable care and diligence in the Contractor's attention to the Work will be borne by the Contractor.

**3. Allowable Disbursements**

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

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

**ANNEX B  
PRICING TABLES**

List of Deliverables and Total Bid Amount (TBA) Calculation:

**(A) Estimated Construction Cost and Construction Manager's Costs**

<b>TABLE 1 ESTIMATED CONSTRUCTION COST FOR EVALUATION PURPOSES (ARTICLE 2 OF ANNEX A- BASIS OF PAYMENT)</b>		
<b>COLUMN (A)</b>	<b>COLUMN (B)</b>	<b>COLUMN (C)</b>
<b>ITEM</b>	<b>DESCRIPTION OF REQUIREMENT</b>	<b>FIRM TOTAL</b>
<b>1</b>	Estimated Construction Cost	\$20,200,000.00
<b>Total Sum of Item 1 (excluding taxes):</b>		<b>\$20,200,000.00</b>
<b>Note to Bidders:</b> <i>The sum of the Firm Price Total under column (C) is for information purposes only and will not be used to calculate the Total Bid Amount (TBA), but will be included in the total contract award value.</i>		

<b>TABLE 2 CONSTRUCTION MANAGER'S FIXED MONTHLY FEE (ARTICLE 1.A OF ANNEX A- BASIS OF PAYMENT)</b>				
<b>COLUMN (A)</b>	<b>COLUMN (B)</b>	<b>COLUMN (C)</b>	<b>COLUMN (D)</b>	<b>COLUMN (E)</b>
<b>ITEM</b>	<b>DESCRIPTION OF REQUIREMENT</b>	<b>FIXED MONTHLY FEE</b>	<b>NUMBER OF MONTHS</b>	<b>EXTENDED TOTAL (C X D)</b>
<b>Sir Frederick Banting Research Centre</b>				
<b>1</b>	Pre-Construction		4	\$
<b>2</b>	Construction		25	\$
<b>3</b>	Post-Construction		2	\$
<b>4</b>	<b>Total Sum of (Item 1 + Item 2 + Item 3):</b>			<b>\$</b>
<b>Laboratory Centre for Disease Control</b>				
<b>5</b>	Pre-Construction		3	\$
<b>6</b>	Construction		19	\$
<b>7</b>	Post-Construction		2	\$
<b>8</b>	<b>Total Sum of (Item 5 + Item 6 + Item 7):</b>			<b>\$</b>

<b>Occupational Health Unit</b>				
<b>9</b>	Pre-Construction		3	\$
<b>10</b>	Construction		11	\$
<b>11</b>	Post-Construction		2	\$
<b>12</b>	Total Sum of (Item 9 + Item 10 + Item 11):			\$
<b>Total Sum of Item 4+8+12 (excluding taxes):</b>				<b>\$</b>
<b>Note to Bidders:</b> <i>The sum of the Extended Totals under Column (E) for Item 4 + Item 8 + Item 12 will be used to calculate the Total Bid Amount (TBA) for Evaluation Purposes for Table 2.</i>				

<b>TABLE 3 CONSTRUCTION MANAGER'S PERCENT (%) CONSTRUCTION FEE (ARTICLE 1.B OF ANNEX A- BASIS OF PAYMENT)</b>				
<b>COLUMN (A)</b>	<b>COLUMN (B)</b>	<b>COLUMN (C)</b>	<b>COLUMN (D)</b>	<b>COLUMN (E)</b>
<b>ITEM</b>	<b>DESCRIPTION OF REQUIREMENT</b>	<b>PERCENT (%)</b>	<b>ESTIMATED CONSTRUCTION COST</b>	<b>EXTENDED TOTAL (C X D)</b>
<b>1</b>	Percent Construction Fee on Construction limited to Minor Works	%	\$20,200,000.00	\$
<b>Total Sum of Item 1, excluding taxes:</b>				<b>\$</b>
<b>Note to Bidders:</b> <i>The sum of the Extended Totals under Column (E) for Item 1 will be used to calculate the Total Bid Amount (TBA) for Evaluation Purposes for Table 3.</i>				

<b>TABLE 4 CONSTRUCTION MANAGER'S CASH ALLOWANCE FOR PERMITS (ARTICLE 3(ii) OF ANNEX A- BASIS OF PAYMENT)</b>		
<b>COLUMN (A)</b>	<b>COLUMN (B)</b>	<b>COLUMN (C)</b>
<b>ITEM</b>	<b>DESCRIPTION OF REQUIREMENT</b>	<b>FIRM TOTAL</b>
<b>1</b>	Cash Allowance for Permits	\$ 100,000.00
<b>Total Sum of Item 1, excluding taxes:</b>		<b>\$ 100,000.00</b>
<b>Note to Bidders:</b> <i>The sum of the Firm Price Total under column (C) is for information purposes only and will not be used to calculate the Total Bid Amount (TBA) but will be included in the total contract award value.</i>		

**(B) Firm Hourly Rates**

<b>TABLE 5 CONSTRUCTION MANAGER'S ADDITIONAL PERSONNEL (ARTICLE 1.C OF ANNEX A- BASIS OF PAYMENT)</b>				
COLUMN (A)	COLUMN (B)	COLUMN (C)	COLUMN (D)	COLUMN (E)
ITEM	CATEGORY OF PERSONNEL	FIRM HOURLY RATE	ESTIMATED QUANTITY (HOURS)	EXTENDED TOTAL (C X D)
1	Project Manager	\$	1	\$
2	Intermediate Project Manager	\$	1	\$
3	Superintendent	\$	1	\$
4	Assistant Superintendent	\$	1	\$
5	Schedule Manager	\$	1	\$
6	Cost Manager	\$	1	\$
7	Quality Assurance and Control Manager	\$	1	\$
8	Health and Safety Officer	\$	1	\$
9	Procurement Coordinator	\$	1	\$
10	Mechanical & Electrical Design Coordinator	\$	1	\$
11	Administrative Support	\$	1	\$
<b>Total SUM of E1:E11</b>				<b>\$</b>

**Notes to Bidders:**

*The sum of the Extended Total under Column (E) for Item 1 + Item 2 + Item 3 + Item 4 + Item 5 + Item 6 + Item 7 + Item 8 + Item 9 + Item 10 + Item 11 will be used to calculate the Total Bid Amount (TBA) for Evaluation Purposes for Table 5.*

**Note 1.** Hourly Rates must include the Bidder's hourly rate for the Bidder's Personnel, (inclusive of payroll costs, overhead and profit) for Additional Personnel (Item 1C) of Annex A. Payment for any additional services or personnel will be based on the hourly rate and paid on the basis of actual hours worked.

**Note 2.** The quantities and categories of personnel identified are for evaluation purposes only and should not be interpreted by the Bidder to be a commitment by Canada to request the services of any of the personnel for any quantity of days whatsoever.

**Note 3.** Canada may accept or reject any of the above hourly rates. Canada reserves the right to negotiate these hourly rates.

**Note 4.** Any errors in the addition or multiplication of the amounts in C) and D) above will be corrected by Canada to obtain the Total Bid Amount. In the case of error in the extension or addition of unitprices, the unit price will govern.

**Note 5.** In order to ensure that fair and competitive hourly rates are received for each of the category of personnel the following requirements must be adhered to:

- a) the Bidder must provide an hourly rate for each category of personnel;

- b) the hourly rates must reflect the level of experience for each of the listed category of personnel. For example, if an hourly rate for personnel at the intermediate level exceeds the hourly rate for personnel at the senior level in the same category both hourly rates may be deemed not to reflect the appropriate level of experience;
- c) the hourly rate for any given listed category of personnel cannot be \$0.00 or nil value;
- d) failure to comply with a, b and c above may render the bid non-compliant.

**Note 6.** Hourly rates are included in the Total Bid Amount but are not included in the total contract award value; they are for evaluation purposes only.

<b>TABLE 6 TOTAL BID AMOUNT FOR EVALUATION PURPOSES</b>			
The Total Bid Amount (TBA) will be evaluated with the figures from Table 1 to Table 5.			
ITEM NO.	DESCRIPTION	PRICE	
<b>(A) CONSTRUCTION MANAGER'S COSTS</b>			
2	TABLE 2- CONSTRUCTION MANAGER'S FIXED MONTHLY FEE	Total Firm Price from Table 2	\$
3	TABLE 3- CONSTRUCTION MANAGER'S PERCENTAGE (%) FEE	Total Firm Price from Table 3	\$
<b>(B) FIRM PER DIEM RATES</b>			
5	TABLE 5- CONSTRUCTION MANAGER'S ADDITIONAL PERSONNEL	Total Firm Price from Table 5	\$
<b>TOTAL BID AMOUNT (TBA) FOR EVALUATION PURPOSES, ALL EXCLUDING APPLICABLE TAXES (A + B):</b>			\$
<p><b>Note:</b> The Contract value will be determined in accordance with amounts bid for (A) Estimated Construction Costs and Construction Manager's Costs Tables 2 and 3. Section (B) Firm Hourly Rates- Table 5 will not be included in the Contract value as they are for evaluation purposes only.</p>			

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## **ANNEX C- TERMS OF REFERENCE**

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## Definitions

The following terms are used in this Terms of Reference and supplement defined terminology of the Contract, as indicated in GC1.1.2, "Terminology":

Baseline	means the original approved plan, estimate and/or schedule by the Departmental Representative (Project, Design Package, or activity), plus or minus approved scope changes.
Building Interface	means the interconnection between DES and building HVAC system (heating and cooling) – includes piping internal to the building, strainers, shut-off valves, control valves, controls, metering, heat exchangers; for steam systems includes pressure reducing valves, steam to hot water convertors, steam traps, condensate receivers with venting and condensate pumps
Critical Path	means the sequence of activities that determines the longest path/duration (i.e. least amount of slack) for the Project and will result in a delay if any of the activities in the sequence are delayed.
Design Package	means the completed 100% designs and specifications completed by the Design Team for each building.
Design Team (DT)	means a multi-disciplinary team including the design consultant (DC) and environmental consultant (EC) that includes all skills required to address all design issues of the Project.
Energy Transfer Station (ETS)	means one or more heat exchangers, depending on the systems served and their capacity. Typically, a heating ETS consists of a space heating heat exchanger, and domestic hot water exchanger, and possibly a glycol heat exchanger. A cooling ETS typically consists of a single chilled water heat exchanger.
Float	means the amount of time that an activity may be delayed from its early start without delaying the Project completion date. Float is a mathematical calculation and can change as a Project progresses and changes are made to the Project plan. Float is available to both PWGSC and the Construction Manager.
Key Personnel	The individuals supplied by the CM and dedicated to the contract carrying out the roles and responsibilities as described in the TOR section 3.1.1.
Monitor	means the capture, analysis, and reporting of Project performance, as compared to a plan.
Network (Logic) Diagram	means a schematic display of logical relationships of Project activities and is always drawn from left to right to reflect chronology.

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Project	means all services and construction required to fulfill the Work described in this Terms of Reference.
Project Team	means the combined private sector and government sector teams responsible for delivering the Project including the Contract Authority, Department Representative, design consultant, environmental consultant, commissioning agent, building representatives and the Construction Manager (CM)

# 1 PROJECT DESCRIPTION

## 1.1 Intent of Contract

- a. Public Works and Government Services Canada (PWGSC) will be undertaking the conversion of heating and cooling systems at three (3) Health Canada (HC) buildings within the Tunney's Pasture District Energy System (DES). Specifically, the buildings and their respective City of Ottawa civic addresses are:
- Sir Frederick Banting Research Centre, 251 Sir Frederick G. Banting Driveway;
  - Laboratory Centre for Disease Control (LCDC), 100 Eglantine Driveway which includes the Butler Hut (150 Chardon Driveway) and,
  - Occupational Health Unit (OHU), 51 Chardon Driveway.
- b. Heating and cooling system conversions are part of the User Building Conversion Plan (UBCP). UBCP is part of a larger PWGSC initiative, the Energy Services Acquisition Program (ESAP), which aims to modernize the heating and cooling systems of federal and non-federal buildings in the National Capital Area. ESAP was developed in response to *Growing the Middle Class (Budget 2016)* which aims to accelerate federal infrastructure investment and reduce the carbon footprint of federal buildings.
- c. The scope of this Terms of Reference (ToR) is focused only on the UBCP activities at the Tunney's Pasture DES, specifically the services of a Construction Manager (CM) required to assist and support PWGSC's Departmental Representative (DR) in the planning and delivery of several building's heating and cooling conversions within the Tunney's Pasture DES for the buildings listed above. The CM's delivery of its Construction Management services is ongoing through the pre-construction phase, the construction phase, and the post-construction phase of the Project. Aspects of the pre-construction phase and the CM's services will span over the life of the Project.

## 1.2 Terminology and Acronyms

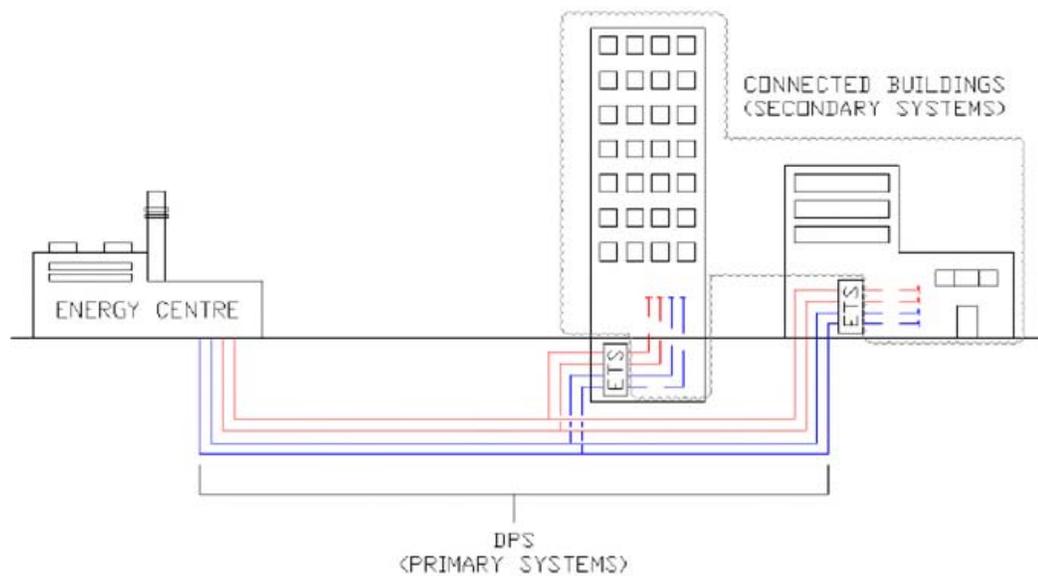
- a. Defined terms, acronyms and abbreviations used in these ToR are capitalized and defined in the Contract, Definitions or ToR APPENDIX A – ACRONYMS and ABBREVIATIONS. Words that are not uppercase or italicized have standard definitions.

## 1.3 Background Information

### 1.3.1 Energy Service Acquisition Program (ESAP)

- a. ESAP is a Government of Canada initiative to modernize heating and cooling within the National Capital Area. The current system was built between 50 and 100 years ago and uses outdated technologies, with many of its components at, or nearing, the end of their serviceable lives. The modernization of DESs will reduce greenhouse gas emissions, save money, and improve safety and reliability.

- b. As illustrated in Figure 1, the main components of a DES are the Central Heating and Cooling Plant (CHCP), the distribution piping system, and the Energy Transfer Stations (ETS) at each connected building. The CHCP contains the boiler and chiller systems, which produce steam/hot water, and chilled water, respectively. Energy is delivered to the buildings via separate, closed piping loops (supply and return) for heating and cooling; together, these pipes make up the distribution piping system. The point of heat transfer between the DES and the building's own internal heating system is the ETS. The ETS is physically located in or adjacent to each building and replaces the need for boilers, chillers, and cooling towers. The ETS acts as a boundary between the district's heating and cooling systems (primary), and the building's heating and cooling systems (secondary), as shown in Figure 1.
- c. ESAP will upgrade the CHCPs, distribution piping system, and the heating and cooling systems of 76 buildings in the National Capital Area network through a Public-Private Partnership (P3). Stage I of ESAP includes the UBCP and focuses on DES modernization. Stage II will explore 'Deeper Greening of the infrastructure' and is outside of the scope of this Contract.



**Figure 1 – Schematic Drawing of District Energy System**

### 1.3.2 User Building Conversion Plan (UBCP)

- a. UBCP encompasses the conversion of individual building heating systems from steam or High Temperature Hot Water (HTHW) to Low Temperature Hot Water (LTHW), and cooling system conversion from direct to indirect configurations under Stage 1 of ESAP.
- b. The main objective of UBCP is to have all connected buildings converted and ready to accept the planned LTHW solution in advance of the completion of the CHCP and distribution piping system conversions, which will be undertaken under a separate P3 Energy Service Delivery contract. The required completion dates for each building are identified in Section 1.5 below for the conversions, with the requirement to have all buildings converted in advance of the P3 conversion of the CHCP.

### 1.3.3 Tunney's Pasture Building Conversion Approach

- a. **Heating** - The general approach of UBCP for the conversion of heating systems is to eliminate the need for primary steam within the buildings. During the interim period prior to the P3 conversion, a single interface that will convert steam to hot water or another hydronic medium may be installed. Sometime after the DES conversion, the P3 partner; Innovate Energy, will replace the interim, or the existing ETS with a new LTHW ETS, without having to make any other modifications to the building systems.
- b. **Cooling** - The required cooling system upgrades include conversion of direct cooling connections to indirect cooling connections, via the installation of a heat exchanger on the district cooling chilled water piping. Modifications shall be made to the buildings' secondary cooling systems to meet the temperature differential requirements of the distribution systems. Adjustments to the primary supply temperatures from the CHCP will account for the heat exchanger installation.
- c. Seasonal construction for each heating and cooling system conversion is required. The buildings identified are occupied and cannot be shut down for long periods of time (maximum shutdown time is 3 hours). Specifically, the cooling ETS construction Work must occur during the winter season with commissioning occurring in time for the switch to cooling in the spring. For heating ETS, construction must be done in the summer and commissioning done once the construction is completed in the summer. This means that construction is subject to seasonal constraints and each system will have to be commissioned separately.
- d. Once an ETS is commissioned and all deficiencies are rectified, the ETS will be transferred over to the District Energy System for operation. The CM will not operate or maintain the ETS once in operation unless there are warranty issues to be resolved.

### 1.3.4 Building Information

Building Name	Address	Building Custodian	Seasonal Construction Required	Seasonal Commissioning
Sir Frederick Banting Research Centre	251 Sir Frederick G. Banting Driveway	Health Canada	Yes. Each new ETS must have the old system demolished and removed prior to new construction	Yes. Based on the requirement for Seasonal Construction
Laboratory Centre for Disease Control (LCDC) includes the Butler Hut.	100 Eglantine Driveway	Health Canada	Yes, each new ETS must have the old system demolished and removed prior to new construction	Yes
Occupational Health Unit (OHU)	51 Chardon Driveway	Health Canada	Only the Cooling ETS to be constructed, however the old system must be demolished prior to new construction.	Yes

### 1.4 Estimated Construction Cost

- a. The indicative Construction Cost Estimate based on Class C estimates for the Project is \$20,200,000 (taxes not included).
- b. The Construction Cost Estimate includes, construction, contingencies and general requirements, but excludes DT and CM fees.

Taxes not included	Sir Frederick Banting	Laboratory Centre for Disease Control (includes Butler Hut)	Occupational Health Unit
<b>TOTAL ESTIMATED CONSTRUCTION COST</b> (includes contingency)	\$12,000,000	\$7,200,000	\$1,000,000

### 1.5 Preliminary Project Milestones

- a. The CM must work closely with the DR and DT to develop a logical and efficient building conversion work flow that allows for Project constraints, such as DES operations; seasonal switchover and operations; and building occupant requirements etc. Accordingly, the objective of the services is to achieve the completion end dates outlined in the chart below which will require several concurrent building construction and therefore the CM and subcontractors are required to adjust their level of effort to overcome constraints, maximize opportunities and construct several buildings in parallel.

Contract Phase	Project Milestones	Sir Frederick Banting (Months)	Laboratory Centre for Disease Control (includes Butler Hut)	Occupational Health Unit
	CM Contract Award	Anticipated March 2021		
Pre-construction Services	Start of Pre-Construction Phase	April 2021	April 2021	April 2021
	Estimated Design Completion (100% Design)	July 2021	June 2021	July 2021
Construction Services	Tender Package is posted, bids reviewed and evaluation and then contract awarded to sub-contractors	40 days	40 days	40 days
	Construction Start	September 2021	August 2021	August 2021
	Estimated Time for Construction (Months - calendar days)	24	18	10
	Full Construction End when both systems must be completed by this date at the latest	September 2023	February 2023	June 2022
Post Construction Services	Post Construction	November 2023	April 2023	August 2022
	Project Close Out	July 2024	December 2023	April 2023

Note: All dates are calculated using calendar days and above milestones are estimates only

## 2 PROJECT IMPLEMENTATION

The project implementation strategy is to optimize critical decision making to prioritize the design and interim approvals, allowing construction to commence early and in a streamlined sequence to deliver concurrently in multiple buildings.

### 2.1 Project Objectives

The CM must deliver a level of quality of Work that meets the following objectives in the design and implementation of Project.

#### 2.1.1 Collaborative Project Delivery

The CM is responsible for developing a common vision for the Project through collaborative delivery approach. Deliver the Project with integrated design and construction solutions to a high standard of design. Provide balanced solutions to all

Project elements and challenges for several concurrent buildings.

### **2.1.2 Project Control**

The CM is responsible for delivering the Project within the Class A estimate and to organize, prioritize and deliver within the established time limits outlined in Section 1.5, permitting the full use and function of the ETS and its systems as intended, proactively prioritizing Work and managing its resources to achieve the prescribed milestones. The CM is responsible for maximizing opportunities and minimizing risk while substantiating the viability and cost and time benefits of design and construction choices.

### **2.1.3 Quality**

The CM is responsible for delivering the Project to meet the quality standards required for the ongoing operation of building services. Ensure the technical performance of all components and systems must be tested against the intended design performance and the design life-cycle analyses. Observe codes, regulations, by-laws, and decisions of authorities with jurisdiction. The CM must observe national model Codes, Acts, and Standards. Identify other jurisdictions appropriate to each building and include those jurisdictional requirements into the Project.

### **2.1.4 Health and Safety**

The CM is responsible for delivering the Project and the related Work in full compliance of all occupational health and safety regulations, and ensure the health and safety of all persons, federal employees and private sector workers. Responsibly deliver and adhere to the provisions identified in the Canada Labour Code, provincial Acts and Regulations, and provide such provisions to all persons both working within and/or visiting a public building or site.

### **2.1.5 Protecting Heritage Value**

The CM is responsible for delivering, when applicable and based on the building specific Heritage Report, preserve heritage building fabric based upon recognized, internationally accepted principles and practices for the conservation of heritage buildings such as developing and implementing a protection and conservation approach specific for each heritage building, in accordance with the *Standards and Guidelines for the Conservation of Historic Places in PWGSC (2nd edition)*.

### **2.1.6 Sustainable Development**

The CM is responsible for delivering the Project using integrated design principles addressing sustainable development. The CM must employ strategies to address the environmental, economic and societal social values and their impact on every Project decision. Deliver an enhanced, healthy, livable work environment; minimizing the impact of Work on building occupants and the Tunney's Pasture DES buildings.

## 2.2 Project Organization

The Project Team will manage and implement the Project in a collaborative manner. All members of the Project Team are required to work cooperatively at every phase of the design and construction process to ensure a successful result.

All team members are responsible for establishing and maintaining a professional and cordial relationship.

The Project Team refers to the key representatives, involved in coordinating and delivering this Project. The DR leads the Project Team, with membership representing those responsible for project implementation.

The following chart identifies the high level organizational relationships.

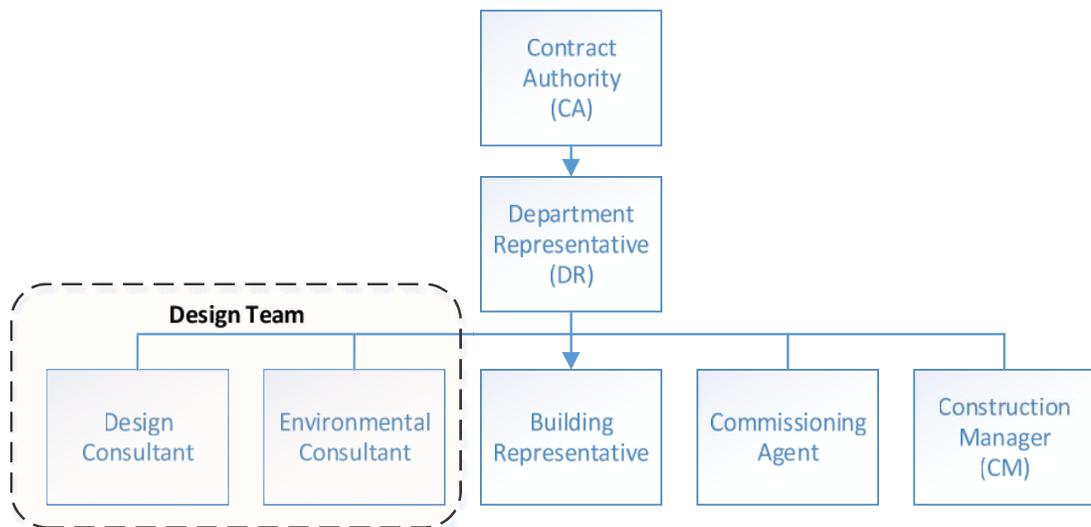


Figure 6 – Project Team

### 2.2.1 Contracting Authority

The PWGSC Contracting Authority (Real Property Contracting Directorate [RPCD]) is responsible for the establishment of the construction management contract, its administration including Contract Amendments, and any contractual issues related to it. The PWGSC Contracting Authority may at times attend and participate in construction management meetings.

## 2.2.2 PWGSC Departmental Representative

The UBCP Team Lead is the DR for the Project and managing the Project. The DR is accountable to the UBCP Project Director for the management of the project implementation. The CM reports to the DR. The DR will be supported by:

- a) Project Management Support Services - PWGSC has engaged a 3rd party Project Management Support Services firm to support the DR. Support includes providing day-to-day project management, advice, administration support to the DR for the design and construction of the Project.
- b) Technical Services Team - PWGSC's Technical Services team will provide strategic technical advice and quality assurance to the DR for key design disciplines. The Technical Services team will review the DT deliverables and confirm compliance with Project technical requirements. The Technical Services team will participate regularly in all phases of the Project. During construction, the Technical Services team may attend construction meetings and field reviews on an ad-hoc basis.

## 2.2.3 Building Representatives

- a. The Building Representatives (stakeholders) are the building managers and operators who represent the interests of 3rd party property managers, tenants and PWGSC, including the Tunney's Pasture DES. The Building Representatives will participate in building decision-making throughout all phases of the Project. The representatives are responsible for identifying respective building specific requirements, restrictions, and operational constraints and will assist with coordination and scheduling Work activities which affect them.
- b. Due to the fact that not all Tunney's Pasture DES buildings are owned and operated by PWGSC, and that the building managers and operators have varying understanding of Project delivery and the impact of this Project on their building and operation, PWGSC has opted to retain a 3rd party commissioning agent. The role of the 3rd party commissioning agent is defined in ToR section 2.2.6.

## 2.2.4 Design Consultant

- a. PWGSC retained a consultant to provide Architectural and Engineering Services for the Project. The Design Consultant (DC) prepared feasibility reports and conversion concepts for each of the Tunney's Pasture DES buildings that form part of this Project. Detailed design and construction documents for some buildings have advanced however, site and building investigations are still required, to confirm scope and finalize the design.

b. The DT formally reports to the DR and will, among other things:

- a) Provide the required Architectural and Engineering Services for the Project, develop and complete the design, and coordinate and direct the services of its sub-consultants and specialists related to design;
- b) Provide input to the CM on prequalification criteria for subcontractors, if required;
- c) Work with the CM to define the format, scope and timing of each Design Package (DP)
- d) Prepare and assemble the individual DPs for tendering by the CM;
- e) Provide input to CM's cost plan and cost estimates of the Work;
- f) Perform active cost, time and quality management of the DT team;
- g) Develop and update a risk register for the Project from their perspective;
- h) Provide on-site services to Monitor the progression of the Work, validate Work quality control, respond to site conditions, prepare contemplated construction contract changes, verify the CM's Work progress and completeness of progress payments applications, and recommend to the DR acceptance of the Work;
- i) Cooperate with the DR, CM, and the Building Representatives;
- j) Coordinate the services and Work product of the Environmental Consultant (EC) with its own services and Work product;
- k) Verify operating manuals, and ensure that record drawings are accurate;
- l) Provide design-related training for all client and operations staff;
- m) Participate in construction meetings and workshops (if required); and
- n) Complete and coordinate the sustainability strategy throughout the Project.

### **2.2.5 Environmental Consultant**

PWGSC is in the process of retaining the services of an Environmental Consultant (EC) to assess and document designated substances within the buildings. The EC will deliver formal reports (e.g. Designated Substance Surveys and Reports) to the DR and will, among other things, provide

environmental consulting services for the Project. The EC will identify and document hazardous materials, provide specifications for their handling or abatement, and Monitor hazardous material removal Work, in coordination with the DT and DR.

### **2.2.6 Commissioning Agent**

The DR will retain a 3<sup>rd</sup> party commissioning agent to provide commissioning services for the new and modified UBCP heating, cooling, and control components and systems . The 3<sup>rd</sup> party commissioning agent must provide the DR and building manager's documentation that building systems impacted by the Project are complete and functioning properly, according to the design intent, prior to Substantial Performance and that facility staff have adequate system/assembly documentation and training.

### **2.2.7 Construction Manager**

The CM must provide the services as described in this ToR and must communicate openly with the DR on all Project-related matters. The CM must, including but not limited to, participate in meetings and workshops, provide constructability advice and provide recommendations for construction phasing and DP content and sequencing.

The CM must:

- a) Provide local (National Capital Region) representation to accommodate and support personnel required for the Project;
- b) Provide the Work for the Project in accordance with the terms and conditions of the Contract;
- c) Lead the construction team that is composed of its own forces and all subcontractors and suppliers retained by the CM;
- d) Act as Constructor in charge of the construction site(s) within the Tunney's Pasture buildings;
- e) Establish and enforce site-specific health and safety rules for all individuals working on the site(s), including members of the Project Team;
- f) Provide all necessary personnel to perform the services and duties for the Project, either by assignment of CM qualified staff or by engagement of services subcontracted by the CM.
- g) Ensure continuity of Key Personnel (see ToR section 3.1.1) and maintain a dedicated working team in accordance with the Contract;

- h) Receive and review all Project related documentation provided by the DR and DT;
- i) Have an in-depth understanding of the Project requirements, including scope, budget, and schedule objectives, requirements, and all CM obligations as described herein;
- j) Work constructively to ensure a collaborative and cooperative team approach with knowledgeable and timely input and contribution by all Project Team members;
- k) In cooperation with the DT and DR, ensure at all times the design solution and construction are maintained within the approved construction estimate for the Project;
- l) In cooperation with the DT and the DR, ensure at all times that the design solution and construction shall be undertaken within the approved schedule of the Project;
- m) Organize ongoing coordination meetings (see ToR section 3.3.1) with the Project Team and various stakeholders (eg building operators, tenant representatives, security personnel, individual building Health and Safety Committees;
- n) Develop and continuously update a risk register for the Project; and
- o) Assemble the required information and any applicable submittals/documentation from all subcontractors and suppliers in support of and, in coordination with the DT, confirm the sustainability design strategies and industry performance standard level to be achieved.

### **2.3 Project Delivery Model**

- i. The CM must prepare tender packages for DPs, across multiple buildings, developed by the DT. The CM must consider overall Project requirements, ranking and prioritizing the Work to maximize off-season heating or cooling shutdowns and minimize impacts to building occupants.
- ii. The CM must implement the Work through an all-inclusive, prioritized, integrated, coordinated, and managed design process, and the simultaneous tendering of multiple DPs for the concurrent construction of multiple buildings. The CM cannot bundle individual DPs for tender, each DP is to be tendered separately. Design decisions will require substantiated assessment of the viability of the design proposal and cost and schedule benefit established by the CM. The CM must provide constructability services through participation in Project meetings and workshops, provide bid-ability and constructability advice, define, and manage Work and design phasing and sequencing in accordance with the Project milestones and construction budget approved by the DR.

- iii. The CM must provide an experienced, on-site team for the duration of the Project. The CM's on-site personnel must have the authority, ability and capacity to respond to evolving daily situations, to coordinate and integrate ongoing construction operations with the design production.

## **2.4 Design Coordination**

- a. Successful design prioritization, coordination and integration with construction operations, which are planned around building use, are overarching requirements for the Project. The Project Team will coordinate and integrate all functional, technical, and operational requirements into the design of the Project.
- b. The CM must provide advice to the DR and DT on operational, building and site constraints to ensure that this information is captured in the DPs that allow subcontractors to bid Work confidently and competently.
- c. The CM must collaborate with the DT throughout the design process, providing suggestions and recommendations for alternative materials, construction sequencing, physical constructability and tender-ability of the Project's scope. These processes of collaboration and integration require an ongoing synergy of Project Team skills to manage costs, always remaining within the approvals prescribed.

## **2.5 Design Package/Tender Strategy**

- a. After PWGSC's approval of the CM's procurement strategy, the CM must pre-qualify subcontractors and suppliers who are competent and capable of carrying out the Work. This prequalification process is to occur concurrently with the submission of complete DPs. The CM must create a pre-qualified pool of subcontractors and suppliers.
- b. Tendering by the CM is to coincide with the completion of each DP. The CM must prequalify subcontractors and suppliers for the purposes of implementing Work and providing constructability review where permitted under ToR section 3.4.11.2 - Solicitation Requirements.
- c. Below is a preliminary list of Work categories that the CM must expand or further subdivide as appropriate to the Project scope. The preliminary Work categories include:
  - i. Structural, including seismic upgrading, if required;
  - ii. Abatement and demolition;
  - iii. Power and no-power piping, HVAC, and Controls;
  - iv. Electrical;
  - v. Interior finishes, if required; and
  - vi. Security.

## 2.6 General Deliverables

Where submissions include summaries, reports, drawings, specifications, presentations and schedules, the CM must provide one hard copy along with an electronic copy in editable native format (i.e. Word) and Portable Document Format (PDF), unless otherwise specified.

### 2.6.1 Acceptable Electronic Format

Electronic format will mean:

Deliverable	Acceptable Format
Written reports and studies	MS Word
Spreadsheets and budgets	MS Excel
Presentations	MS PowerPoint and/or MS Visio
Drawings	DWG (such as Autodesk Auto CAD 2015) and PDF
Schedules	Microsoft Project or Primavera P6 or newer
Change management and daily logs	MS Word
Organizational Charts	Adobe Illustrator or MS Visio
National Master Specifications (NMS)	MS Word

### 2.6.2 Writing Style

The CM must use a writing style that presents information in a logical, objective, clear and concise manner. The CM must write reports so that the reviewer can easily locate references and respond to related information contained in the report. Reports must include the following sections:

- a) A cover page indicating the project title, nature of the report, CM's Contract number and author name, PWGSC Contract name and reference number, and date in a non-ambiguous format, i.e. October 9, 2017 or 2017-10-09;
- b) Table of contents;
- c) Executive summary;
- d) Introduction;
- e) A methodology section explaining the methods and tools used, such as weightings, comparative analysis;
- f) Conclusion or synopsis; and
- g) Appendices containing supporting material referenced in the report, supplementary and supporting information.

Solicitation No. - N° de l'invitation  
EP635-210751

Amd. No. - N° de la modif.  
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Buyer ID - Id de l'acheteur  
FG362

Client Ref. No. - N° de réf. du client  
20210751

File No. - N° du dossier  
EP635-210751

Project No. - N° du projet  
R.090310.006, R.090311.007,  
R.096125.006

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## **2.7 Report Content**

The CM must:

- a) Ensure that the executive summary is an accurate and complete summary of the report following an identical structure, including only key points, results and recommendations;
- b) Use an organizing system, such as MS Word Document Map, for ease of reference and cross-referencing;
- c) Use correct grammar including complete sentences to avoid ambiguity and facilitate translation when required. The use of technical terms, industry jargon and cryptic phrasing must be avoided;
- d) Efficiently write with only essential information included in the body of the report and supporting information in an appendix, if required; and
- e) Analyze and ensure all relevant correspondence against accepted goals, objectives and the requirements identified in these ToR.

### 3 SCOPE

Working in collaboration with the DR and DT, the CM must support the scope definition for the Project using value for money principles, balancing the need for capital investment while maintaining asset life cycle, always considering the perspective of Canadians at large.

#### 3.1 General Requirements

The CM must apply Section 1 Project Description and Section 2 Project Implementation, as described in the previous sections of the ToR, within planning and implementation of the Work for this Project.

The CM, as an expert in matters of construction planning, construction implementation, oversight of construction and stakeholder engagement, must:

- a) Provide comprehensive and ongoing construction planning, analysis, management of the Project, and implementation services and Work;
- b) Perform the duties of a Constructor, administering, coordinating, and controlling subcontractor and supplier contracts, including other suppliers PWGSC or the building managers/operators may require to perform services or Work on the building site(s);
- c) Actively participate with the DT and DR to create and maintain a cohesive Project Team with a positive and collaborative working relationship; and
- d) Immediately notify the DR and DT, in writing, of any potential increases or decreases in the scope of Work that could affect the ability to meet Project objectives, exceed the approved Project cost, or extend the approved Project duration.

##### 3.1.1 Key Personnel

The following Key Personnel must form the core of the CM's team during all stages of the Project:

- a) **Project Manager:** must be responsible for the overall control and accountability for all construction management services for the Project and UBCP program. The individual has a thorough understanding of real property project planning and delivery. This person must personally spearhead on a hands-on basis, the active management of the entire construction management team;
- b) **Senior Superintendent:** must be responsible for the overall planning and definition, sequencing and prioritization, management, and overall control

of the construction operations of the Project;

- c) **Mechanical and Electrical (M&E) Design Coordinator:** must be primarily responsible for providing overall, coordinated, cross discipline input from a contractor's perspective, to prioritize, orient and influence the proposed design solutions from a constructability and execution standpoint, within the cost, schedule, quality, and risk parameters approved for the Project;
- d) **Schedule Manager:** must be primarily responsible for providing the "Time Scheduling" services outlined in this ToR and responsible for analyzing and integrating all activities related to time planning and scheduling into comprehensive network diagrams and bar charts, and for the ongoing time management monitoring and reporting of the entire construction program including those aspects that influence the design, and the ongoing coordination with the construction management cost and risk management services; and
- e) **Cost Manager:** must be primarily responsible for providing the "Cost Estimating" services and responsible for analyzing and managing all activities related to cost planning, estimating, monitoring and control for the entire construction program of Work including those aspects that influence the design, and the ongoing coordination with the construction management time and risk management services.

The same person cannot be presented for more than one Key Personnel position.

Other personnel necessary in performing the required services outlined in this ToR, must also be provided by the CM.

### 3.1.2 Project Response Time

Key Personnel of the CM must be personally available to attend meetings or respond to inquiries promptly. During the Project, the CM's Key Personnel must be:

1. Available to attend meetings and respond to inquiries within one (1) working day notice;
2. Able to respond to emergencies within one (1) hour, including those occurring during off-hours and on weekends/holidays; and
3. Able to respond to requests for information (RFI) within five (5) working days.

### 3.1.3 Investigation Work

- a. The CM must work with and advise the DR and DT to establish building specific strategies to complete the necessary investigations required for the Project. The purpose of investigation work is to gather all information required by the Project Team to advance the design, reduce Project risk, and to:

- i. Confirm building information, its structure, materials, mechanical, electrical and control systems, and surrounding site conditions;
  - ii. Test and determine the content, type, location, and approximate quantity of designated substances located in the building's interior, exterior and subsurface, validating the existing designated substances survey;
  - iii. Confirm site and building access requirements and protocols, and use restrictions and constraints; and
  - iv. Undertake other investigations as necessary and retain an environmental consultant to undertake any additional environmental investigations or work that may be required for the Project.
- b. Investigation Work will happen in parallel with the development of the design and DPs. The DT will prepare an inspection plan in coordination with the DR and CM. Investigation Work affecting the heritage character or heritage elements of assets requires Federal Heritage Buildings Review Office (FHBRO) review, which is a responsibility of the DT. The CM must comply with all FHBRO conditions.

#### **3.1.4 Abatement, Demolition and Building Protection Work**

- a. The seismic, structural, masonry, physical security and functional programming requirements will dictate the degree and scope of abatement and demolition. The CM must abate hazardous materials off-hours, including invasive investigation work. The CM must obtain approval from the DR for abatement during regular hours.
- b. The CM must develop a communications protocol for abatement works to inform the building tenants, asset managers and DR of the protocol it will use to communicate the proposed works.
- c. The CM must provide protection, Monitoring and temporary systems for building elements that will remain in situ during construction. Removal or demolition of character defining elements, which include materials, assemblies and spaces, must be planned, approved and documented.

#### **3.1.5 Temporary Work**

Temporary work requirements must be included in CM tendering documentation. These requirements include interim measures (activities) to modify the temporary work in the transitional periods between DPs or as necessary to ensure the safety and security of the Work and the building sites. Elements of temporary work include, but are not limited to:

- a. Temporary protection installation, continually Monitoring, adjustments and removals as they apply to each building component and system;

- b. Heat, ventilation and humidity with controls;
- c. Heritage protection measures in phased sequence that prioritizes activities to meet the sequence of the Work as determined by the CM;
- d. Fire protection to support construction operations;
- e. Maintaining operational capacity for required civil/municipal, mechanical, electrical and life safety systems; including lighting, security, emergency power for heating, lighting, ventilation, fire protection, lightning protection, life safety systems, and exterior services;
- f. Architectural separation (physical and dust) and structural bracing, underpinning, and supports, including implementation sequence instructions; and
- g. In collaboration with the DR, security measures including compartmentalizing classified information for the segregation of personnel from classified information, if required.

The CM must design, install and maintain all scaffolding necessary for the Project.

### **3.1.6 Permits and Approvals**

Unless directed otherwise by the DR, the CM must:

- a. Provide authorities with plans and information for acceptance certificates. Provide inspection certificates as evidence that construction conforms to requirements of authorities having jurisdiction. The CM must be responsible for coordinating, paying for and obtaining all permits and approvals from local and statutory authorities and must:
  - i. Liaise with local and statutory authorities with respect to hoarding, traffic restrictions, services and associated diversions and/or connections;
  - ii. Inform PWGSC of their requirements to inform any statutory body via applications or orders;
  - iii. Ensure that all applications are filed and executed successfully;
  - iv. Verify that all necessary approvals have been obtained;
  - v. Make preliminary municipal submissions at phases required by the City of Ottawa and provide all required supporting documentation for permit applications;

- vi. Apply for, pay for and obtain, all permits and approvals necessary for the Work, including, but not limited to, Building, Electrical, and Plumbing Permits;
  - vii. Resolve all building permit related issues, with support from the DT as may be required;
  - viii. Provide fire safety equipment and access for fire-fighting services, as required by the City of Ottawa;
  - ix. Apply for an occupancy permit and co-ordinate the resolution of all outstanding issues related to obtaining the permit;
  - x. Provide municipal authorities with access to the site as required and arrange for inspections of the construction work by the City of Ottawa or governing utility officials; and
  - xi. Adhere to any other required authorities as directed by the DR in the spirit of voluntary compliance, such as; the Electrical Safety Authority.
- b. The CM must also secure any individual building permits from the building operations team in each building. These permits, if required, must be obtained to perform Work within the buildings and allow building operators to plan work within the asset. Each building has its own permitting process and the CM must contact the building operators and become familiar with the individual processes.

### **3.2 Challenges and Constraints**

The CM must plan for and proactively work with Project Team members to resolve Project challenges and implementation constraints. All types of Project challenges and constraints require the active and ongoing management by the CM and those implicated in the Project Team.

#### **3.2.1 Project Management Challenges**

- a) Aggressive Schedule: Implementation of the Project will require an aggressive design and construction schedule, with concurrent design streams and concurrent construction across multiple building sites;
- b) Design Decisions: Key design decisions are required to allow construction to proceed to meet the schedule;
- c) Multiple Buildings/Sites: Work must be implemented across multiple separate construction sites simultaneously;
- d) Level of Effort: Ongoing management of all the CM's resources, subcontractors and suppliers to achieve the Project's objectives;

- e) Collaboration: Constant communication and collaboration between the DR, Building Representatives, CHCP management, DT and CM are essential to realize efficiencies, minimize disruption, and overcome resistance to change; and
- f) Understanding: Tunney's Pasture DES building representatives, key stakeholders, have varying levels of experience with construction and the potential impact on their occupancy.

### 3.2.2 Building and Site Constraints

- a) Building Access: Each Tunney's Pasture DES building may have different security and access protocols, and the CM must:
  - i. Liaise with each building management, building operations, and building security team to understand, document, and obtain written approval of individual building access requirements (i.e. advance notification period, personnel and vehicular submission forms; timing and space restrictions for loading dock use; building access document routing, etc);
  - ii. Integrate approved building access requirements in the work restrictions plan detailed in the ToR section 3.4.10 - work restrictions plan;
  - iii. Ensure subcontractors and suppliers understand building access requirements; and,
  - iv. Obtain building access permits in advance of carrying out the preplanned Work.
- b) Construction Staging: Interior and exterior staging areas must be preplanned, well documented, and approved by the DR and building managers.
- c) Banting Animal Wing:
  - i. The heating ETS must be constructed prior to the cooling ETS as all equipment is located in the same mechanical room and the demolition of the old heating ETS must occur to make room for the cooling ETS.
  - ii. For any access, Work, delivery, etc., the CM personnel, subcontractors or suppliers entering the Animal Wing must wear clean coveralls and shoe coverings. The CM, subcontractors and suppliers must supply their own coveralls and shoe coverings, this will not be provided by Canada.
  - iii. The coveralls must be stored within the facility storage area as designated by the HC representative. The coveralls and shoe coverings cannot be used elsewhere within the facility. If the coveralls and shoe

coverings are used elsewhere, new coveralls and shoe coverings must be used.

- iv. The CM must develop a protocol for use, storing, and ensure no cross contamination for access to the restricted area for review and approval by the DR and HC representative of the Animal Wing. The objective is to protect the animals. There can be significant consequences should the animal wing be contaminated by the CM and its representatives.
- v. No Work or access is permitted without approval by the DR in advance by writing.
- vi. There are restrictions related to Work access and type of Work (eg dust, welding, delivery of materials, noise, etc) within the Animal Wing. The Work has a direct impact on the animals and therefore any Work scheduled within the Animal Wing must be coordinated between the CM, DR and HC; and
- vii. Any abatement Work in the Animal Wing must protect the animals as well as people.

### **3.3 Management and Administration**

#### **3.3.1 Meetings and Workshops**

Regular meetings and workshops will take place throughout the Contract. The CM must attend the meetings and workshops and respond to action items as a result of these meetings and workshops.

### 3.3.1.1 Frequency of Meetings, Workshops and Presentations

	Design Development Stage	DP Stage	Construction and commissioning stages
<b>Meetings</b>			
Design	Weekly		Weekly until all DPs are awarded
Construction*	Every two (2) weeks until completion		
<b>Workshops</b>			
Subject Matter	As required		
Constructability	Monthly	Every DP submission	As required
Project Control Workshops	Monthly		
Lessons Learned/ Risk Management	Every six (6) months		
Value Engineering	To be determined		None

\*Commence with investigations planning.

### 3.3.1.2 Design Meetings

- a. The CM must attend and actively participate in all Project design meetings identified by the DR and, as a minimum, provide input and advice on scope, schedule, cost, phasing and constructability and help identify conflicts and ambiguity with the DPs. The DT will co-chair the design meetings with the DR to coordinate and review the activities of the Project Team. These meetings may occur at PWGSC offices located in the National Capital Area virtually, or on the construction site. Meetings may be held on a weekly basis until all DPs are awarded.
- b. The DT will prepare and deliver the agenda, notice to invitees and minutes.
- c. Attendance at these meetings will vary in accordance with the phase of Project design and will include: the DR, the DT, CM, other Project Team members, sub-consultants (as identified by the DT and according to the Work in question), the CM and Building Representatives.
- d. The purpose of these meetings is to:
  - i. monitor the progress of the design against Project objectives, scope, cost and schedule;
  - ii. ensure clear communication between all participants;
  - iii. ensure effective design and DP prioritization and coordination;

- iv. identify opportunities or issues, assigning responsible individuals and dates for resolution;
- v. identify opportunities or problem issues, assigning responsible individuals and dates for resolution; and,
- vi. ensure effective quality management, including integration of approval body requirements and coordination.

### **3.3.1.3 Construction Meetings**

- a. The CM must chair construction meetings during the construction and commissioning stages of the Project, held either on the construction site or at the PWGSC Offices, as agreed to by the DR.
- b. The CM must prepare and deliver the agenda, notice to invitees and minutes. The CM must issue the final meeting minutes within two (2) working days of the meeting.
- c. The CM must create and maintain a database of action items and issues that is directly linked to the risk management services of the CM. The top ten (10) risks from this database must accompany the final minutes of the meeting.
- d. Attendance at these meetings will vary in accordance with the stage of construction or commissioning and usually include the DT, DR, CM, other Project Team members as required, or any entity or person contracted or employed by the DT or CM for the specific matter in question.
- e. The purpose of these meetings is to:
  - i. monitor the progress and administration of the prioritized construction against the approved scope and construction cost estimate, and the construction schedule;
  - ii. ensure efficient communication between all participants;
  - iii. ensure effective construction coordination with site and building operations;
  - iv. ensure effective and efficient site coordination of all DT disciplines and the CM's subcontractors and suppliers;
  - v. identify opportunities or problem issues, assigning responsible individuals and dates for resolution; and,
  - vi. ensure effective quality management.

### 3.3.1.4 Workshops

- a. Various workshops may occur throughout the Project. Workshops will be pre-planned or tailored to the stage of Project development. Control and risk management workshops may occur routinely throughout the Project.
- b. The CM must attend these workshops and be able to discuss openly matters that affect the CM or delivery of the Project. Workshops include, but are not limited to:
  - b.1. Subject Matter Workshops: These workshops are for technical design matters, project implementation strategies, and/or challenges. The DR will chair these workshops and issue final workshop minutes within two (2) days of the workshop, update the database containing action items and issues, and append the top five (5) risks identified at the workshop to the final workshop minutes. Individual subject matter workshops may include:
    - Sustainability strategy/targets and options development;
    - Sustainability design matrix and credits;
    - Landscape architecture;
    - Mechanical and control systems;
    - Electrical systems;
    - Physical security;
    - Building access and Work coordination; and,
    - Other workshops as agreed by the DR.
  - b.2. Constructability Workshops: These workshops are for construction related matters as they relate to the design progress or site conditions. Workshop discussion points could include materials selection, Work sequencing, design prioritization, design completion status, design coordination, tender-ability, tender sequencing, or other matters that could influence the ability to build the Work. The CM must chair and take a leading role in conducting these workshops, which forms part of the CM's services. The CM must prepare and deliver the workshop agenda, notice to invitees and minutes. The CM must issue final workshop minutes within two (2) days of workshop, update the database containing action items and issues, and append the top five (5) risks identified at the workshop to the final workshop minutes.
    - b.2.1. Attendance at these workshops, as determined by the CM and DR, may include the DT specialists and disciplines relevant to the discussion topics, and the CM's Senior Superintendent, Cost Manager and Schedule Manager. The DR will attend all workshops. Workshops will typically be a half-day but will depend on the complexity of the discussion topics.
  - b.3. Project Control Workshops:
    - b.3.1. These workshops are to address Project control matters, cost, time and risk. The primary workshop objectives are to promote open discussion of Project control issues between the DT and the CM, and to ensure the DT

and CM have the same basis of understanding for Project cost elements (inclusions, exclusions, assumptions, and basis of costing), schedule activities (design and construction), and activity durations.

b.3.2. The CM's proposed construction methodology and implementation are essential discussion topics for these workshops. The DT will play an active challenge role to test the validity of the CM's construction cost estimate assumptions, inclusions and exclusions, ensuring the Construction Cost Estimate reflects the progression of the design at the time of the workshop and future scope pressures as they become evident through Project meetings and discussions.

b.3.3. The CM must chair and take a leading role in conducting these workshops, which forms part of the CM's cost (Cost Manager) and time (Schedule Manger) management services. The CM must prepare and deliver the workshop agenda, notice to invitees and minutes. The CM must issue final workshop minutes within two (2) days of workshop, update the database containing action items and issues, and append the top five (5) risks identified at the workshop to the final workshop minutes.

b.4. Risk Management and Lessons Learned Workshops:

b.4.1. These workshops are to address Project related risks and provide a forum for ongoing learning and improvement of PWGSC project delivery processes. The DR will chair and organize these workshops, prepare and deliver the workshop agenda, notice to invitees and minutes. Workshops will typically be either a half-day or an entire day. Workshop discussion may include topics such as short, mid and long-term opportunities and risks, the cumulative effect of opportunities and risk, lessons learned at different Project stages, and ways to reduce or eliminate workflow processes.

b.5. Value Engineering Workshops:

b.5.1. These workshops are to address complex matters related to excessive Project cost or time. The goal of these workshops is to find alternative ways or means of obtaining value for money, while respecting the general intent of the Project scope. The DR will chair and organize these workshops, prepare and deliver the workshop agenda, notice to invitees and minutes. The DT and CM must actively participate at these workshops. The length of these workshops will be determined on a case-by-case basis, but are usually one (1) to three (3) days per workshop.

### 3.3.2 Reporting and Site Documents

#### 3.3.2.1 Monthly Report

The CM must prepare and submit for review by the DR, within 30 (thirty) working days of Contract award, a sample of the CM's report structure. If requested by the DR, the CM must revise the reporting structure within five (5) working days of receipt of the DR's comments until the DR approves the reporting structure. The CM must use the reporting structure approved by the DR for monthly reporting to the DR. As the Project progresses, the CM must revise the reporting structure if requested by and to the approval of the DR. The CM's monthly reports must thoroughly document the Project status and progress over the review period and challenges foreseen in the upcoming reporting period.

In addition, the CM must:

- a) Provide a monthly invoicing summary, which includes:
  - i. A detailed breakdown of the billing section by DP and then itemized by subcontractor and supplier for each building as identified in ToR section **Error! Reference source not found. - Error! Reference source not found.**;
  - ii. A comparison of all expenditures, for each building as identified in ToR section **Error! Reference source not found. - Error! Reference source not found.**, to date by solicitation package including all change orders to the original submission for each subcontractor or supplier with an estimated cost to complete each solicitation, including contingencies, escalation, and other allowances/disbursements.
- b) Provide to the DR, a certified true copy (paper or electronic version) of the Senior Superintendent's daily logbook that documents all Work performed and includes associated photographs, and a record of the following;
  - i. Weather conditions, particularly unusual weather relative to Work in progress;
  - ii. Records of major materials and equipment deliveries;
  - iii. Summary of progress of the Work;
  - iv. Summary of major inspection and testing performed;
  - v. Unusual site conditions experienced;
  - vi. Incidents of damage or loss; and
  - vii. Subcontractor and supplier manpower reports generated from access

control system or manual count as applicable to the site.

The CM must compile and submit the reports monthly at fixed submission dates as agreed between the CM and the DR. The CM must also concurrently submit cost and time management reports and cover the same reporting period.

The CM must include the monthly report with each application for progress payment. The progress payment will not be accepted without the monthly report.

### **3.3.2.2 Decision Log**

The CM must maintain a separate decision log indexed for pre-construction, construction and post-construction, for the duration of the Contract, recording participants, date and place of all decisions affecting scope, schedule, cost, and quality. These records must be made available to the DR at all times.

### **3.3.2.3 Site Documents**

The CM must always keep at the Project site office records of all subcontracts, samples, purchases, materials, equipment, drawings, specifications, maintenance and operating manuals and instructions, and other Work-related documents, including revisions. The CM must make site documents available to the DR at any time.

### **3.3.3 Submittals**

The CM must ensure all subcontracts mandate subcontractors and suppliers to provide the type and quality of submittal information required for the CM's review and certification, before submitting to the DT.

The CM must:

- a) Prioritize the preparation and submission of submittals to ensure Critical Path of the Project schedule is maintained;
- b) Receive submittals from subcontractors and suppliers, establish and maintain tracking logs, verify all submittals for compliance, stamp them as such and, when non-compliant, require re-submission of said submittal;
- c) Submit CM verified and stamped submittals to the DT or EC, as applicable, and the DR for their review;
- d) Review, discuss, record submittal problems as identified by the DR or DT or EC, resolve the problem with the subcontractor or supplier, and resubmit;
- e) Monitor and record the progress of submittals, review and notify parties

designated for action and follow up;

- f) Ensure subcontractors and suppliers do not commence manufacturing or order materials before the DT or EC reviews and approves submittals;
- g) At Substantial Performance, forward reviewed/as-commissioned submittals to the DR; and,
- h) Verify that submittals include the project number and are recorded in sequence.

### **3.3.4 Record Drawings**

The DT will indicate the requirement for record drawings or as-built modeling requirements and specifications within DPs for inclusion in the construction tender package. The CM must, when applicable:

- a) Ensure that subcontractors, suppliers and conservation specialists are compliant with record drawings or as-built model and specifications, as stipulated, and that the information within are accurate;
- b) Collect and hand over to the DR at the end of each completed DP or completed tender package, a marked-up set of drawings and specifications; and,
- c) Participate in the review process with the DR and DT to optimize lessons learned feedback and suggest revisions to this process.

### **3.3.5 Official Languages**

The CM must ensure site signage is provided in both official languages. The CM must assume responsibility for the accuracy, completeness and consistency of translation.

#### **3.3.5.1 Access to the Construction Site**

- a) The CM must issue a building security card for those who will access the construction site(s) with instructions to wear this security card on their person at all times;
- b) The CM must ensure that only those who have a CM building security card can access the site(s);
- c) The CM must check all personnel daily to ensure personnel are wearing the photo ID passes at all times; and
- d) The CM must conduct security clearance spot checks, record the results of spot checks (when, how many people checked, degree of non-compliance,

if any), take corrective action with any person on the construction site found in breach of security, and provide written reports to the DR of each spot check. The frequency of spot check must occur at least monthly, at irregular intervals, or more frequently as directed by the DR. If a breach of security is identified, the facility security clearance of the employer of the entity in breach may be revoked. The CM must remove personnel without security clearance from site(s).

### 3.3.6 Site Security

- a. The CM must maintain security for each building site until the building is ready for its intended use. The CM must develop and submit to the DR for review and approval a security plan for each building within thirty (30) working days of Contract award. The CM must update the plan to meet new and changing requirements as Work progresses. The CM's security plan for each building must include but is not limited to:
- I. A description of the processes for coordination of the Work and building and DES operations;
  - II. A description of the procedures for access to the site including sign-in procedures and security clearance verification;
  - III. A description of daytime, evening and weekend security procedures for escorts to lockup, conduct surveillance, provide fire watches, and emergency procedures and responses;
  - IV. A description of all safety issues related to the Work or its site as required by federal, provincial or municipal regulations;
  - V. A description of the process for safeguarding of components for reuse, recycling or disposal;
  - VI. A description of the process for protection of Materials, equipment, workmanship and, throughout the implementation of the Project, any PWGSC installed before the Work is ready for use;
  - VII. A description of the site protocol the CM must develop and enforce, including provisions for but not limited to:
    - a) No CDs, radios or tape machines;
    - b) Noise control;
    - c) No parking on site;
    - d) Due regard for the general public's expectations with respect to behavior, language and dress including public places (all spaces exterior of the site are deemed to be public); and,
    - e) Engaging private sector security services, as required.

The CM must provide emergency response coordination and responses to site

problems during working and nonworking hours. In consultation with the DR, the CM must establish a list of contacts for responses and communication. In the event of any problems, the CM must contact the DR immediately.

### **3.3.7 Anticipated and Unanticipated Site Shut Downs**

In addition to the usual statutory holidays (Ontario), the CM must allow for five (5) working days per year of site shut down for unanticipated special events to take place in an unencumbered manner. The CM must also include three-hundred (300) hours of stop Work per year for unforeseen building shut downs.

### **3.3.8 Noise, Vibration Odours and Deliveries**

The CM must carefully plan and schedule all noise generating Work, deliveries, and waste removal to minimize the impact to building occupants, the Tunney's Pasture DES building sites and the interruption to surrounding vehicular and pedestrian traffic (see ToR section 3.4.10). The CM must take necessary action to minimize noise, vibration and odours having effect on nearby buildings (interior and exterior) and neighbouring or adjacent site use including; roadways; parking lots; parks and recreational areas. The DR's decision will be final on whether the Work is causing excessive noise, vibration or odour.

The CM must coordinate with the DT during DP preparation, providing advice and input on documenting subcontractor contractual requirements to minimize potential cost and schedule impacts in performing Work expected to generate excessive noise, vibration and odours.

## **3.4 Pre-Construction Services**

### **3.4.1 Construction Management Planning**

The CM must:

1. Prepare, submit, maintain/update and implement a construction management plan (CMP) governing the CM's activities, as well as the effective management of the CM's resources;
2. The CM's CMP must be comprised of at least seven (7) distinct plans:
  - Design Package Management
  - Cost Estimating
  - Time Scheduling
  - Risk Management
  - Human Resources Management
  - Work restrictions
  - Procurement
3. The CM must submit for each of the plans:
  - An initial proposed layout, format, template, samples including table

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of contents for review by the DR within 30 working days of Contract award;

- A draft addressing all issues raised by the DR on the initial layout and format for review by the DR within 20 working days of the acceptance of the plan layout and format; and
- A final for acceptance by the DR within 20 working days after receiving DR's review comments on the draft.

The CM's plans must clearly detail how the CM's services will be managed, Monitored, reported and controlled during the implementation of the Work.

Once the final plans are accepted by the DR, the CM must implement each plan and submit monthly CMP updates, including updates to all sub-plans.

The CM must discuss with the DR the contents and implementation of each of the plans, the monthly updates and take the necessary actions as may be required to address any concerns as directed by the DR.

### **3.4.2 Design Package Management General**

The CM must provide DP management services to manage the overall design process of the Project review and participate in the scope of definitions and deliverables for the Project.

The CM must:

- a) Understand Project reference documentation provided by the DR and potential implications from a constructability, restrictions and constraints, and cost and time perspective. Review with the DR and DT items of concern or potential gaps of information on an ongoing basis;
- b) Participate in meetings and workshops. Verify and report on the accuracy of meeting minutes;
- c) Review and influence the overall Project scope and prioritization of Work to complete the maximum Work as quickly as possible, while respecting seasonal, CHCP, and building constraints;
- d) Analyze changes in PWGSC priorities as and when they occur. Provide recommendations to the DR to ensure optimal flow of Work. Obtain the DR's approval to implement changes to the Work;
- e) Review and influence the design of the Project to promote competitive sourcing and eliminate constructability issues;
- f) Provide cost and scheduling input and supporting Project design concepts throughout the entire design process;

- g) Define the DT's design submission format, number of DPs, and the prioritization as to when the DPs are required to achieve the shortest overall construction period and maximum cost control;
- h) Provide input to the DT on what aspects of Project scope must be included in each DP. Inform all members of the Project Team of what and when parts of the overall scope are being competitively sourced and what parts of the scope remain un-designed, and where in the overall construction estimates the parts are allocated;
- i) Maintain Project design process control without limiting creativity, but at the same time challenging design assumptions or scope;
- j) Understand the requirements, implications, and construction issues related to proposed sustainability requirements. Participate in the development process to identify opportunities to achieve sustainability objectives and continue to support DT (scope, cost, time, risk analysis) throughout the Project;
- k) Clearly define and make known well in advance to the DT and DR the intermediate and final dates for the submission of DPs;
- l) Understand the technical requirements of the scope and ensure that technical reviews, presentations, and submissions take place at key intervention points within the design process;
- m) Provide DP management services, which includes but not limited to:
  - i. Value engineering and analysis of options;
  - ii. Maintenance and life cycle cost analysis;
  - iii. Design coordination or supplemental design services when requested by the DR;
  - iv. Constructability analysis;
  - v. Development of options to reduce construction duration;
  - vi. Scope of Work development, Work and commissioning procedures and detailed specifications for all DP's;
  - vii. DP development and competitive sourcing;
  - viii. Input to cost estimates;
  - ix. Input to construction sequencing and construction durations;
  - x. Identify resources and recruitment;

- xi. Input to procurement, and
  - xii. All other requirements to implement.
- n) Review all design and DP submissions and report/advise on:
- i. Coordination, completeness, and ability to construct the proposed design;
  - ii. Proper cross-referencing of the scope and ability to competitively source;
  - iii. Scope elements (end devices, etc.) not finalized in the design are adequately summarized within DPs to ensure competitive sourcing;
  - iv. Temporary building and municipal components and systems, temporary protection, shoring, bracing, underpinning, construction monitoring (structural, geotechnical, heritage, environmental, and other services) are properly detailed, including the need to adjust, move, maintain and remove as the construction advances or is completed;
  - v. Commissioning, training, and detailed performance verification requirements are reflective of the approved commissioning plan and are completely and correctly detailed;
  - vi. Delivery instructions for facilitation of site access, health and safety, and security;
  - vii. Specific installation plans showing site delivery, path of travel, and final installation locations. Identify issues of site access, paths of travel, times/periods of delivery, and potential overlaps of Work in select areas, which must be accounted for within the installation requirements and coordinated with the construction schedule;
  - viii. If construction access restrictions apply, protection or site requirements must be included; and,
  - ix. All other requirements to implement the construction are properly included;
- o) Participate in the resolution of the design, planning and coordination issues; and,
- p) Refer all questions about interpretation of the documents prepared by the DT back to the DT lead. In the event of continuing interpretation difficulties, the CM must refer the issue with all required background material to the DR for resolution and the DR's interpretation will be final.

### **3.4.3 Quality Management**

The CM must:

- a) Arrange for testing services, as required, which may include; concrete testing, compaction testing, vibration, acoustics, air monitoring, Non Destructive Testing, pressure testing, etc.;
- b) Carry out all parts of the Work using only qualified licensed workers in accordance with the requirements prescribed by the Province of Ontario, as applicable to the place of the Work, respecting worker's vocational training and qualification;
- c) Permit employees registered in provincial apprenticeship programs to perform specific tasks only if under direct supervision of qualified licensed workers;
- d) Determine permitted activities by apprentices, based on level of training attended and demonstration of ability to perform specific duties;
- e) Perform detailed site surveys of existing conditions immediately after excavation or demolition work to capture as-found conditions to ensure the accuracy of construction information; and,
- f) Provide the as-found surveyed information to the DR and DT for the DT's revision updating of the design, as required for proper construction implementation.

### **3.4.4 Cost Estimating**

#### **3.4.4.1 Overview**

- a) The DR will:
  - i. Provide the overall initial master cost plan of the Project and continual direction to the CM on all matters of construction scope to ensure the Project is maintained within the approved budget;
  - ii. Review all aspects of the CM's estimates, or partial estimates, on an ongoing basis;
- b) The CM must:
  - i. Plan, estimate, Monitor and control the costs of the Work;
  - ii. Build to the approved Construction Cost Estimate of the Work established or revised by the DR as the Project progresses;
  - iii. Control ongoing construction costs;

- iv. Continually analyze and report to the DR on the DT's design ideas and design submissions as well as the construction itself; and,
  - v. Prepare and provide to the DR a monthly status report and summary of opportunities to reduce cost and design pressures and risks that may increase the Construction Cost Estimate of the overall Project;
- c) The DT will;
- i. Design to the approved Construction Cost Estimate, established or revised by the DR as the Project progresses;
  - ii. Consider the recommendations of the CM with respect to overall cost management;
  - iii. Provide risk analysis;
  - iv. Provide input to and comment on the CM's overall Work cost plan and estimates, life cycle costing (LCC) analysis and value engineering throughout the Project.

#### **3.4.4.2 Details**

The CM must plan, develop, update, and maintain Construction Cost Estimates for the Project for the duration of the Contract. Estimates must be all inclusive and broken down into major components and numerous sub-elements. The total construction estimate must form the preliminary construction cost Baseline.

The CM must:

- a) Plan, estimate and submit to the DR a detailed request for expenditure authority (EA) immediately after Contract award. These expenses are essential to advance and manage the overall planning and analysis and initial mobilization of the CM;
- b) Prepare preliminary Construction Cost Estimates for the Project in a format agreed to by the DR and:
  - i. Detail all major components of the Project and provide a detailed breakdown of the necessary general expenses to administer the construction, breaking the presentation of these expenses down into short, medium, and longer projections;
  - ii. Include separate design and construction contingencies. Once a sub-total for construction is established, include a construction escalation contingency. Include a detailed listing of all estimate inclusions, exclusions, and assumptions. Provide a detailed basis of cost narrative on the methodology employed in developing the estimate;

- iii. As a separate volume from the preliminary estimate, provide a detailed summary of the various components of the CM's fees. Delineate the various parts of the fee structure, additional personnel, and site personnel. Sub-total the fee elements and indicate escalation as a separate element, before presenting the total fee breakdown; and,
    - iv. Submit the preliminary Construction Cost Estimate, including items (i), (ii), and (iii) to the DR within twenty (20) working days of Contract award;
  - c) Following the format established with the preliminary Construction Cost Estimate but with a progressive increased level of detail, prepare formal and detailed whole Work estimate submissions at indicative (+/- 20% class D, or +/- 15% class C) and substantive (+/- 10% class B, or +/- 5% class A) levels based on the status of the design elements, as outlined below, and:
    - i. Prepare and submit complete and formal estimates of all the Work to the DR within four (4) weeks of receiving each design submission. The first design submission estimate will be the Baseline estimate for the Work which all future cost analysis and measurement must be compared against. Subsequent design submission estimates, if any, will be the updated Baseline estimate for the Work; and,
    - ii. As a separate volume from the Construction Cost Estimate, provide a detailed summary of the various components of the CM's fees;
  - d) For each DP, develop and submit to the DR within three weeks of receipt of the DP comprehensive construction estimates:
    - i. Include separate design and construction contingencies reducing in scale as the design progresses. Once a sub-total for construction is established, include a construction escalation contingency, and include a detailed listing of all estimate inclusions, exclusions, and assumptions. Provide a detailed cost narrative on the methodology employed in developing the estimate;
    - ii. As a separate volume from the construction estimate, provide with the 90% and 100% estimates a detailed summary of the various components of the CM's fees clearly delineate the various parts of the fee structure, additional personnel and site personnel that are proposed to change because of DP implementation. Sub-total the fee elements then indicate escalation as a separate element, before presenting the total fee breakdown; and,
    - iii. Update the overall Work estimate for the Project with the detailed estimate for each successive DP. Ensure the overall design, construction and escalation contingencies are reallocated to reflect their revised values;

- e) On an ongoing basis and throughout the design and construction of the Work, analyze all elements of the design and the potential impact of changes discussed at meetings, contained in approval submissions, that arise from design omissions or development, site conditions, supplier problems, or any other source of information related to scope development or project implementation. Assess for potential cost pressures and opportunities for cost reduction. In support of this analysis:
- i. Project control workshops will be held with the DR, DT and CM. On completion of each workshop, the CM must further analyze and assimilate all information discussed and update the Construction Cost Estimate and all inclusions, exclusions, and assumptions. The CM must provide the DT and DR, within five (5) working days of the cost workshop or as agreed to by the DR, the updated Construction Cost Estimate, or relevant parts thereof; and,
  - ii. The CM must provide a preliminary impact analysis to the DR within five (5) working days of receipt of notice for any change (i.e. Contemplated Change Notice, Supplemental Instruction or Site Instruction that has a potential cost or time impact);
    1. With the preliminary impact analysis, the DR will confirm to the CM and DT or EC, as applicable, if the proposed change will or will not proceed; and,
    2. If the proposed change is to proceed the CM must provide a detailed impact analysis to the DR with ten (10) working days, or within a period agreed to by the DR, that considers all potential cost elements including the cost of time to implement the change and potential cost and time impacts to other subcontractors and suppliers;
- f) Prepare and maintain accurate cash flow projections for the Project inclusive of all equipment, materials and subcontractor and supplier personnel and submit to the DR monthly. The CM must:
- i. Assess design progress and construction productivity on an ongoing basis;
  - ii. Understand in detail the sequencing and durations of all design and construction and commissioning activities and their degree of completion, as well as their impact to achieving approved Project Milestones;
  - iii. Analyze actual construction expenditures against expected performance to a level of detail acceptable to the DR;
  - iv. Update the cashflow of the Work on a monthly basis as the design and construction progresses;

- v. Forecast construction and, as a separate volume CM fees:
    - 1. In detail to the end of PWGSC's fiscal year (March 31), with a forecast accuracy of +/- 5 % by November 30th of each year;
    - 2. Annually to completion of the Contract; and,
  - vi. Provide a detailed narrative explaining the expenditures to date and those forecasted for the upcoming month, quarter, and each remaining year to Work completion, including all assumptions and analysis considered;
- g) Incorporate into cost estimating processes and Construction Cost Estimates a broad range of techniques, including:
- i. Allowances: Include and identify separate design, construction, escalation, and currency exchange risk allowances that are reasonable considering the estimate accuracy;
  - ii. Risk Analysis: Develop a risk register and allowances relating specifically to residual value of identified risks;
  - iii. LCC: Prepare and submit analysis of different life cycle cost options as appropriate for building components and systems. Use all available information in the market place to ensure that the estimated construction cost (on which design and construction decisions must be made) is respected. In advance of performing LCC, seek input of the DT and obtain the approval of the DR for the LCC methodology/calculation format, including the type of LCC information for use, and alternative materials, building components and building systems for consideration;
  - iv. Value Engineering: Provide information on alternative products, construction methods or sequencing and assess these against the proposed design. Assist the DT to refine the design, incorporate alternative products and/or construction methods to achieve the best design solution that remains within the overall Construction Cost Estimate; and
  - v. Notify the DR if the lowest compliant submission for any DP differs significantly from the CM's Class A estimate.

#### **3.4.4.3 Deliverables**

The CM must submit to the DR:

- a) Report cost data in the agreed format on a monthly, quarterly, semi-annual and annual basis, including detailed quantitative and qualitative analysis against the first and updated Baseline of the Construction Cost Estimate with variances that are reflective of the actual construction progress to date and projected Work to completion. Monthly reports must

contain as a minimum:

- i. An outline description of overall estimate and status;
  - ii. A narrative including inclusions, exclusions. and assumptions;
  - iii. A description of information obtained and used in the preparing the estimate;
  - iv. A description for the basis for contingency and escalation calculations;
  - v. An estimate summary in the agreed format;
  - vi. An estimate back-up including details;
  - vii. A commitment summary identifying committed and uncommitted funding;
  - viii. A detailed expenditure analysis and summary;
  - ix. A scope change summary including the nature, reason, and total cost impact of all identified and potential changes affecting the Construction Cost Estimates;
  - x. An identification of cost overruns and under runs including the nature, the reason, and the total cost impact of all identified and potential cost variations;
  - xi. A trend analysis with discussion of impacts influencing future forecasts;
  - xii. A risk analysis of both direct and indirect costs (i.e. escalation, etc.);
  - xiii. An options analysis identifying the nature and potential cost effects of strategies to ensure the Project remains within the estimated construction cost;
  - xiv. Complete indicative or substantive construction estimates reflective of the level of design progress for each design and DP submission, incorporating estimate information into the overall Construction Cost Estimate;
  - xv. Accurate cash flow projections for the Work;
  - xvi. A listing of change notices and change orders for each subcontract; and
  - xvii. Any other relevant information.
- b) Respond to comments from the DR within two (2) working days of request, sooner if the request is urgent; and,

- c) Differentiate between local, regional, national and international sources of cost information. Identify cost elements not applicable to escalation.

### **3.4.5 Time Scheduling**

#### **3.4.6 General**

The CM must:

- a) With the input of the DT, plan, schedule, Monitor and control the Work required to complete the Project as approved;
- b) Methodically plan, schedule, Monitor and control design submissions, as well as solicitation durations and addendum periods. The CM must consider the review periods for design submissions.

##### **3.4.6.1 Overview**

- a) The DR will:
  - Provide the master schedule of the Project and continual direction to the DT and the CM on all matters of time management to ensure the overall Project is maintained within the approved timeline;
- b) The CM must:
  - i. Plan, schedule, Monitor and control the Work of the Project;
  - ii. Plan, schedule and Monitor the dates for each of the DT's design submissions, which will ensure the optimal sequence of Work to achieve the shortest overall construction period and maximum design and construction cost control;
  - iii. Include ongoing planning and scheduling analysis of the DT's design ideas and design submissions as well as the Work itself;
  - iv. Analyze and report on the DT's design progression;
  - v. Plan, schedule, Monitor and control subcontractor and supplier pre-qualification solicitations, which must be closed, bids analyzed and short-listed firms ready for competitive sourcing before the completion of each DP;
  - vi. Prepare and provide to the DR a monthly status report and a summary of opportunities to reduce Work sequence durations or reorganize tasks with the objective of managing Project risks. The CM must track and report on opportunities and risks within the Work schedule; and,
  - vii. Integrate the DT's design schedules into the overall Work schedule, allowing the CM to comprehensively understand schedule, Monitor and

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control impacts of early or later finishes of design or Work activities;

- c) The DT will develop:
  - i. A detailed design schedule for the activities associated with the DT's services, based on the Work priorities and scope sequence provided by the CM; and
  - ii. A monthly report and a summary of opportunities to reduce design durations or reorganize design activities with the objective of managing Project risks.

### 3.4.6.2 Planning and Scheduling

- a) The CM must plan, schedule, Monitor the sequencing of the design, as well as plan, Monitor, measure, and control the progress and performance measurement of the Work. For all aspects of the design and Work, the CM must, on an ongoing basis:
  - i. Plan, schedule, Monitor and control activities related to the Project;
  - ii. Consult with the DR, DT and Building Representatives;
  - iii. Define CM activity performance and productivity requirements, measure and analyze the actual performance and productivity, and implement corrective action if performance or productivity do not meet requirements established by the CM, when required;
  - iv. Load, to the extent possible, materials, equipment, and workforce requirements in schedules; and,
  - v. Prepare customized reporting as required by the DR.
- b) The CM must also plan, schedule, Monitor and control commissioning, seasonal commissioning, and warranty period inspections, testing and repairs.

### 3.4.6.3 Detailed Activities

The CM must:

- a) Analyze in detail the initial Project schedule by the DR and confirm in writing to the DR the CM's understanding of specific activity relationships, durations, interdependencies, and sequencing for:
  - i. Investigation Work;
  - ii. DP submission and review processes for each design submission;

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- iii. Dependencies on investigation work or other linkages with the start of construction; and,
  - iv. Construction that maintains existing operations and public use of the Tunney's Pasture DES buildings and sites;
- b) Prepare a comprehensive Baseline network diagram of the Work, including its relationship and dependencies with the design, schematically displaying the detailed and logical relationships of all activities that must be accomplished to satisfy the objectives of the Project;
  - c) Include reasonable time contingencies that reflect the degree of Project complexity and historical weather-related work-stoppages;
  - d) Ensure critical activities are no greater than ten (10) working days in duration. A critical activity is one that has less than five (5) working days of Float. Clearly identify all predecessor, successor, and dependent activities. Indicate Float per activity. Do not use relationship lags, but instead, use activities to mark the delay between the completion of one activity and its successor (e.g. indicate curing of concrete as an activity and not as a lag to another activity);
  - e) Prepare detailed, summary and master schedules (network logic diagrams and bar charts) for all Work and its related design elements for the overall Project. Indicate the Critical Path and advise the DR of activity dependencies or constraints and suggest methods to optimize the delivery of the overall Project;
  - f) Establish a productivity and performance measurement requirements and reporting methodology for the approval of the DR, including:
    - i. The status of the design and the design progress;
    - ii. The complete status of the Work in all parts of the Tunney's Pasture DES buildings;
    - iii. A productivity and performance measurement framework and include subcontractor and supplier performance measurement requirements and processes/consequences for non-performance or poor productivity;
    - iv. The management and summary of subcontractor and supplier productivity and performance;
    - v. The Monitoring and documentation of positive and negative productivity or performance and quality of the design and Work. Take immediate action to resolve poor productivity or performance or quality and:
      - 1. Inform the DR and the DT in writing immediately of any productivity or performance issue that places the completion of a subcontract, or parts of a subcontract, at risk and where a successor or

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- dependent relationship to other subcontracts, or parts of subcontracts, is at risk;
2. Recommend to the DR and DT actions to mitigate the performance or productivity issue to ensure the Work, or applicable part(s) thereof, remains within the estimated construction cost and duration;
  3. Implement the mitigation measures and follow-up to validate and document the mitigation measures have corrected the performance or productivity issue;
  4. If the mitigation measures do not correct the performance or productivity issue, immediately advise the DR and DT, recommending alternate mitigation measures;
  5. Implement the alternate mitigation measures and follow-up to validate and document the mitigation measures have corrected the performance or productivity issue;
  6. If the alternate mitigation measures do not correct the performance or productivity issue, immediately advise the DR and DT; and,
  7. Explore options to remove the Work from the subcontractor or, supplier. Document all actions, decisions and advise the DR and DT in a subcontractor productivity report on the progress to obtain a competent substitute subcontractor or supplier. Ensure the Project schedule is not compromised;
- g) Structure subcontractor and supplier subcontracts to gather the required human resource, material, equipment and schedule information for ongoing analysis and compilation by the CM. Work closely with subcontractors and suppliers to ensure their resource commitments meet the specific sequencing and related schedule requirements of the Project;
- h) Following consultation with the DR and the DT, incorporate the sequence and timing of the required key decisions (design, approval, access, etc.) into the detailed schedule of the Project. Include the design durations, interim and final design submissions with their related review and comment processes, pre-qualification processes, bid calls, bid evaluations, subcontract awards, construction activities, commissioning, etc. in the Work schedule and;
- i. Inform the DT and DR of possible constraints to construction operations and discuss potential alternate work flows;
  - ii. Revise the sequence of activities to ensure viable work flows; and,
  - iii. Ensure the sequencing of Work is properly reflected in all solicitation packages;

- i) Monitor, update and maintain the Project schedule. Reassess activity duration and analyze activity sequencing weekly or more frequently as design options are being evaluated. Evaluate the interdependencies of the various Work and design elements and the impact these elements may have on others. Recommend to the DR and DT areas of optimization to achieve the shortest overall duration of the Project;
- j) Prepare 6-week look-ahead schedule of all Project activities. Clearly indicate critical path activities and required decision-making dates. Update the 6-week look-ahead schedule monthly, or more frequently as requested by the DR;
- k) Develop a preliminary schedule impact analysis within five (5) working days of receipt of notice for each change (i.e. contemplated change order, supplemental instruction, or site instruction that may attract cost or extension of time that has a potential cost impact):
  - i. With the preliminary impact analysis, the DR will confirm to the CM and DT if the proposed change will or will not be accepted from a technical basis; and,
  - ii. If the proposed change is to proceed, the CM must provide the DR a detailed schedule impact analysis with ten (10) working days, or within a timeframe agreed to by the DR. The CM's impact analysis must consider all potential cost elements, including the cost of time to implement the change and potential cost and time impacts to other subcontractors and suppliers;
- l) Provide comprehensive schedule analysis as a part of each value engineering workshop;
- m) Identify items or processes where long lead times are required that could jeopardize the construction delivery. Recommend items to pre-purchase (material, machinery, equipment, supplies) and implement procurement methodologies to ensure timely delivery to meet the schedule; and,
- n) Assess all risks to the schedule including early or late delivery of DPs, material, equipment, and the DT's and CM's services and provide the DR options to mitigate or optimize the schedule.

#### **3.4.6.4 Deliverables**

The CM must submit to the DR:

- a) Detailed, summary and master schedules of the overall Project within sixty (60) working days of Contract award. The CM must resubmit monthly updates with each monthly report in a format acceptable to the DR and include:

- b)
- i. Monthly schedule update;
  - ii. Separate 6-week look-ahead schedule of the Work and its Critical Path, including design or other activities that are anticipated to start or be completed, requiring decision-making, elements that require specific DT involvement or required design progress, upcoming pre-qualification and competitive sourcing activities, and all other relevant activities that are anticipated or required to occur;
  - iii. Detailed schedules and roll ups for each Project element;
  - iv. Roll up master schedule for the overall Project;
  - v. Identification of Critical Path and near Critical Paths and interdependencies between Project elements;
  - vi. Variance report to summarize slippages and/or improvements in schedules against Baselines and previous monthly reports, including the reasons for the changes;
  - vii. Assessment of progress and assessment of risk of delivery for the Critical Path activities;
  - viii. Written summary of design production progress and design issues. Include impact analysis on competitive sourcing or sole-sourcing of the Work;
  - ix. List of issues and risks of items that may have future impact on the schedules and what actions are being taken to reduce or eliminate the impact; and,
  - x. List of the top five (5) issues that must be resolved in order not to jeopardize the Project schedule;
- c) Reports monthly, or more frequently when requested, on the productivity and performance management framework and actual productivity and performance of subcontractors and suppliers, including trends in the overall Work and design production;
- d) Time impact of early or late delivery of DPs, materials, equipment, and the DT's and CM's services;
- e) Time impact analysis of all proposed changes through the implementation of the Work and design, in coordination with the cost impact analysis of the said proposed change; and,
- f) Respond to comments within two (2) working days of request.

### 3.4.7 Risk Management

The DR will maintain a risk management plan and risk registry for the overall Project.

The CM must:

- a) Develop and maintain for the duration of the Contract a risk registry for the Work that identifies all implementation opportunities and risks, including those that relate to the DT's design and the Building Representatives occupancies and building access;
- b) Continually analyze the impacts of these opportunities and risks, developing opportunity optimization and risk mitigation measures for each as they arise;
- c) Adjust the Work and CM's services implementation strategy processes as required to maximize opportunities and mitigate risks;
- d) With the input of the DR and DT, develop a lessons-learned database, continually update and refine the database, and ensure that learnings are incorporated in future design iterations, new designs and the Work;
- e) Align information generated from the CM's cost, time services into a 5 x 5 risk matrix per risk registry entry;
- f) Provide detailed qualitative and quantitative analysis per risk registry entry that takes into account short-term, mid-term and long-term opportunities and risks, as well as the cumulative effect of opportunities and risk on the Project;
- g) Clearly document the rationale for actions taken;
- h) Closeout and archive risk registry entries when appropriate;
- i) Participate in risk workshops throughout the duration of the Contract;
- j) Develop and continually implement a claims avoidance program that fully integrates Work cost, time, and productivity requirements prescribed throughout these ToR; and,
- k) Thoroughly assess and document in detail all subcontractor and supplier, and any other parties' claim or intent to file a claim.

### **3.4.7.1 Deliverables**

The CM must submit to the DR:

- a) A draft risk registry within forty (40) working days of Contract award and incorporate agreed changes or modifications provided by the DR in a final draft within twenty (20) working days of receipt the comments, for approval by the DR;
- b) Updates to the risk registry considering the quantitative and qualitative data from information sources as well as cumulative effects;
- c) A monthly summary of key opportunities, risks, and CM's advice, options, and recommendations;
- d) Monthly, as a separate volume, all new or updated matters related to the CM's claims avoidance program, all claims or intent to claim;
- e) Quarterly, to the DT quarterly or more often as appropriate, an updated lessons-learned database; and,
- f) Written comments on the DR's overall Project risk management plan and risk registry.

### **3.4.8 Human Resource Management**

The CM must develop and implement a human-resource management plan specific to this Contract. The purpose of the human-resource management plan is to document the deployment of appropriate human resources with the necessary skills including and beyond those of the CM's Key Personnel, and describe effective management of team activities throughout the Contract.

The CM's human resource management plan must include, but is not limited to:

- a) The roles and responsibilities of the CM's team, including expected resourcing levels per area of expertise to meet the requirements of the Project throughout the Contract;
- b) CM team organization charts and how positions interact/relate to other members of the CM's team and the Project Team;
- c) A staffing plan to include:
  - i. How and when resources/skills will be deployed;
  - ii. A forward-looking Work plan reflective of all CM services required over the next 6-month and 12-month periods that considers succession; and,

- iii. How Project information will be transferred to new personnel;
- d) Any other human resource relevant information about the provision of the CM's services for the Contract.

#### **3.4.8.1 Deliverables**

The CM must submit to the DR:

- a) A Contract-specific roles and responsibility matrix, organization chart(s), and forward-looking staffing plan within forty (40) working days of Contract award. Revise these documents as requested by the DR; and,
- b) Updates to these documents every three months thereafter, or as agreed by the DR.

#### **3.4.9 Health and Safety Management**

The CM must continuously have care, custody, and control of the Work during all phases of the Work, including the on-site activities of all contractors retained by PWGSC, or others, and take on the role of Constructor. The CM must comply with all the requirements of provincial health and safety acts and regulations.

The CM must also comply with;

- a) The *Canada Labour Code part II* and relevant regulations under the Code including the *National Building Code of Canada* (NBCC) for fire safety in construction and the most current *National Fire Code of Canada* for fire prevention, firefighting, and life safety in building in use
- b) The PWGSC Fire Protection Requirements for Construction, Alteration, and Demolition Operations; and,
- c) The Workplace Hazardous Materials Information System (WHMIS) for use, handling, storage and disposal of hazardous materials, as well as the labelling and the provision of Material Safety Data Sheets (MSDS) acceptable to the labour program, under the *Employment, Workforce Development and Labour Act*.

For Work in occupied buildings, the CM must give the DR 48 hours' notice for Work involving designated substances, hazardous substances, and before painting, caulking, installing carpet or using adhesives.

The CM must develop and implement a site-specific health and safety plan(s) applicable to all Work site(s) during construction. The site-specific health and safety plan(s) must apply to every individual entering the defined Work sites and will be administered and enforced by the CM. The plan(s) must describe how the CM will

provide safety awareness training, certifications for subcontractors and suppliers and their personnel who access each Work site, site safety inspections, reporting and tracking site health and safety incidences, statistical analysis and comparison to industry indices.

The CM's health and safety plan(s) must consider any ongoing construction or public and building use at adjacent locations.

The CM must base the health and safety plan(s) on a preliminary and ongoing hazard assessment of each Work site. The CM must update the site-specific health and safety plan(s) as site conditions or hazards change and inform all persons on the site of the change of condition(s) or hazard(s). The CM must resubmit the updated plan to the DR immediately.

The CM must provide emergency response coordination for responses to site problems during working and non- working hours. In consultation with the DR, the CM must establish a list of contacts for responses and communication.

### **3.4.9.1 CM's Responsibilities**

The CM must:

- a) Before cutting and welding operations commence, issue hot work permits and then continuously Monitor all welding, soldering, grinding, and/or cutting Work. The CM must store flammable liquids in approved containers. No open flame must be used unless permitted and authorized by the CM;
- b) Within an occupied building, provide at least 48 hours' notice to the DR before commencing cutting, welding or soldering procedure, and include the following:
  - i. Notice of intent, indicating devices affected, time and duration of isolation or bypass'
  - ii. Advise of completed welding permit as defined in the PWGSC Fire Protection Requirements for Construction, Alteration, and Demolition Operations; and,
  - iii. Return welding permit to Senior Superintendent immediately on completion of procedures for which permit was issued;
- c) Assign a firewatcher as described in the PWGSC Fire Protection Requirements for Construction, Alteration, and Demolition Operations when welding or cutting operations are carried out in areas where combustible materials within 10 meters may be ignited by conduction or radiation;
- d) Where Work requires interruption of fire alarms, fire suppression, extinguishing or protection systems:

- i. Provide watchman service, as described in the PWGSC Fire Protection Requirements for Construction, Alteration, and Demolition Operations, who is conversant with fire emergency procedures and who will perform a fire picket duty within unprotected and unoccupied (no workers) areas once per hour; and,
- ii. Retain the services of the manufacturer(s) or existing fire protection system maintenance contractors on daily basis to isolate and protect all devices relating to:
  1. Modification of fire alarms, fire suppression, extinguishing or protection systems; and/or,
  2. Cutting, welding, soldering or other construction activities, which might activate fire protection systems;
- e) Immediately on completion of cutting, welding, soldering, or other construction Work, restore fire protection systems to normal operation and verify that all devices are fully operational;
- f) Inform fire alarm system monitoring agency and the municipal Fire Department immediately before isolation and immediately on restoration of normal operation;
- g) Provide full health and safety protection stipulated under the *Canada Labour Code* to all visitors to the site, workers, staff, subcontractors and suppliers;
- h) Provide competent health and safety officer(s), analyze and document site conditions daily;
- i) Provide site-specific health and safety orientation sessions to all workers and visitors;
- j) Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations;
- k) Perform ongoing site-specific safety hazard assessments;
- l) Implement a site contingency and emergency response process that includes standard operating procedures for implementation during emergency situations;
- m) Ensure the health and safety of persons on-site, safety of property on-site, and for protection of persons adjacent to site and environment to extent that the conduct of Work or installations may affect them;
- n) Define safety requirements in Design Packages or solicitation packages and

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enforce compliance of subcontractors and suppliers;

- o) Respond to any unforeseen or peculiar safety-related factor, hazard, or condition that becomes evident during performance of the Work, follow procedures in place for employee's right to refuse work in accordance with provincial acts and regulations and advise DR verbally and in writing of any such situation;
- p) In consultation with the DR, post applicable items, articles, notices, and orders in conspicuous location on-site in accordance with applicable acts and regulations;
- q) Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by the DR. Provide the DR with a written report of action(s) taken to correct non-compliance of health and safety issues identified;
- r) Use powder actuated devices, explosives or blasting procedures only after receipt of written permission and instruction from the DR;
- s) Keep MSDS on-site for viewing by the DR;
- t) Retain all fire safety documents and standards on-site;
- u) In each subcontract the CM issues under this Contract, incorporate the DR approved construction health and safety plan and include provisions to ensure full compliance with said plan; and,
- v) Maintain on-site sufficient personal protective equipment to equip a minimum of five (5) visitors per site.

### **3.4.9.2 Deliverables**

The CM must submit to the DR:

- a) A draft construction health and safety plan for review within fifteen (15) working days of Contract award;
- b) A final site-specific construction health and safety plan for approval by the DR before the implementation of any Work;
- c) A copy of the Notice of Project filed with the Ontario Ministry of Labour prior to starting construction operations;
- d) Copies of on-site contingency and emergency response plans within two months after Contract award and updates as necessary;
- e) For Work in occupied buildings:

- i. Forty-eight hours' notices for Work involving designated substances, hazardous substances, and before painting, caulking, installing carpet or using adhesives;
- ii. Notices of intent to start cutting, welding or soldering procedures as required;
- iii. Written requests to use powder actuated devices, explosives or blasting procedures, as required; and,
- iv. Copies of incident and accident reports within five (5) working days of each incident and accident, or within 1 working day if there is a fatality.

### **3.4.10 Work Restrictions Plan**

#### **3.4.10.1 Scope**

The CM must develop an overall work restrictions plan, for each building, in collaboration with the DT, Building Representatives, and DR, and then adapt the plan as needed to seasonal, building and site-specific requirements. The purpose of these plans is to identify the restrictions, constraints and requirements that must be imposed on the construction in order that stakeholder approval is received before start of construction. In developing the plans, the CM must consider the challenges and constraints listed in section 3.2 Challenges and Constraints of the ToR. Once stakeholder approval is received, the CM and the Design-Team must work together to incorporate the approved requirements into the DPs. The CM must inform its subcontractors and suppliers of the constraints and requirements, including those that impose a cost and schedule impact.

The constraints and requirements within the CM's approved work restrictions plan, for each building, must include, but are not limited to:

- a) Environmental control;
- b) Commissioning and seasonal commissioning;
- c) Scheduling restrictions;
- d) Sequence of Work;
- e) Construction safety;
  
- f) Hours of Work;
- g) Delivery of equipment/materials;
- h) Waste disposal;
- i) Air monitoring;
- j) Scaffolding;
- k) Temporary services;
- l) Noise;
- m) Welding;
- n) Security clearances, security of information and physical security of personnel,

- equipment and the Work;
- o) Shutdown of services;
  - p) Storage;
  - q) Parking;
  - r) Access to site and buildings and use of loading locks during pre-construction, construction and post-construction phases of the Project;
  - s) Fire watch;
  - t) Site plan showing limits of Work and staging areas;
  - u) Washrooms and lunchrooms; and,
  - v) Any other element related to the implementation of the Work, etc.

The approved work restrictions plan has a direct bearing on the development of the CM's tender package and the Division 1 specification prepared and submitted by the DT. The CM, DR and the DT must discuss and agree on the exact delineation of the DT's Division 1 specification versus the CM's front-end Design Packages in the design process.

The CM must consider all elements of the work restrictions plan in the development and updates of the Construction Cost Estimate and schedule.

The CM must implement the Project-specific work restrictions plan.

### **3.4.10.2 Deliverables**

The CM must submit to the DR and DT:

- a) A Project-specific work restrictions plan within thirty (30) working days of Contract award;
- b) Work restrictions plan updates reflective of new or changed building or site access protocols; and,
- c) An itemized list of work restrictions plan elements that belong in the CM and the DT's Division 1 specification.

### **3.4.11 Procurement**

#### **3.4.11.1 Procurement Strategy and Process Plan**

The CM must develop a procurement strategy and process plan that is honest and enhances access, competition, and fairness for awarding all DPs, for approval by the DR.

The CM must, unless approved otherwise by the DR, pre-qualify subcontractors and suppliers to implement the Work where permitted under ToR section 3.4.11.2 Solicitation Requirements. The CM will be deemed to have a conflict of interest that would prevent them from being eligible to submit bids for any tenders issued in connection with the Project. This does not limit the CM's ability to use their own

forces when agreed to in writing, in advance, by the DR.

PWGSC may audit the CM's procurement process or require changes to the CM's procurement plan at any time, at the sole discretion of the DR. The CM must, participate in procurement audits and ensure procurement information and related Contract information is provided to the DR.

The CM's procurement strategy and process plan must include as a minimum:

- a) A list of recommended solicitation packages to maximize Work implementation effectiveness;
- b) A description of the fair, open, honest solicitation selection process that the CM will use to address:
  - i. Competitive public solicitations; and,
  - ii. Single source solicitations;
- c) A description of the process to competitively pre-qualify subcontractors and suppliers;
- d) A description of supply arrangements or standing offer arrangements contemplated for Work and constructability advice services;
- e) A copy of the generic solicitation documents the CM will use, which may be standard industry forms (Canadian Construction Documents Committee - CCDC) or custom forms appropriate for the Work required including:
  - i. Instructions to solicitors;
  - ii. Solicitation form;
  - iii. General conditions;
  - iv. Supplementary conditions;
  - v. Terms of payment; and,
  - vi. Form of award;
- f) A description of minimal and standard solicitation periods and submission delivery address;
- g) A description of the process for pre-solicitation site meetings;
- h) A description of the procedures for response to written solicitation inquiries, issuance of solicitation amendments, and cut-off dates for solicitation inquiries before the close of bidding/tendering;
- i) A description of the process to establish solicitation bonding, contract surety, and insurance requirements for all subcontracts;
- j) A description of solicitation receipt and opening procedures including physical or electronic time and date stamping of submissions on receipt and the number of CM representatives present at the opening of submissions;

- k) A description of mark-up allowances for changes in the Work;
- l) A description of the planning, scheduling, and reporting requirements to gather workforce, material, equipment information/usage after Contract award;
- m) A list of scheduled shutdowns and allowances for Work stoppage;
- n) A description of solicitation evaluation and recommendation process, including how bids/tenders will be analyzed and summarized; and,
- o) A description of the process to address cases where solicitation does not produce an acceptable offer.

### 3.4.11.2 Solicitation Requirements

The CM must obtain open, fair and competitive bids for the subcontracts required for each portion of the Work in accordance with the following requirements:

- a) In consultation with the DT, prepare tender and contract documents that clearly set out the full requirements for material and services (i.e. 100% tender ready documents). Exceptions may be considered on a case-by-case basis to meet schedule requirements subject to PWGSC DR approval:
  - i. When warranted, using standard construction industry documents, such as CCDC 11 - 1996 (R2006) Contractor's Qualification Statement, ensure that subcontractors in trades that are essential to the successful delivery of the Work, are pre-qualified prior to being invited to submit tenders. Basis for prequalification to be submitted to DR prior to solicitation of tenders; and,
  - ii. Submit a recommendation to award to the DR for approval prior to contract award;
- b) Enter into contracts with qualified subcontractors who submit the lowest-priced compliant tenders. Note where appropriate, time and materials contracts are acceptable subject to DR approval;
- c) Entry into subcontracts on a time and material basis is dependent on established upset limits approved by the DR. Upset limits do not preclude proper reporting procedures required by the DR. A site-based inventory control system must be set up and managed by the CM to ensure time and material usage does not exceed upset limits. In the event that an upset limit needs to be increased, the CM shall seek appropriate approval from the DR prior to exceeding the upset limit;
- d) Manage subcontractors and ensure they provide the required services in a manner consistent with the terms and conditions of this Contract and achieve

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timely delivery of quality services at the lowest cost;

- e) Establish quality and performance requirements and Monitor subcontractor performance, including quality of deliverables, adherence to schedules and costs;
- f) Provide for dispute resolution, initiation of subcontract amendments and payments;
- g) Subcontracts estimated at less than \$25,000 including Harmonized Sales Tax (HST), may be single-sourced to qualified suppliers only upon the written approval of the DR;
- h) For subcontracts estimated at less than \$100,000, including HST, and upon the written approval of the DR, the CM may invite a minimum of three (3) qualified suppliers to submit bids. The CM should notify subcontractors who are unsuccessful in writing;
- i) For subcontracts estimated at less than \$100,000, including HST, the CM, upon the written agreement of the DR, may set aside the requirement to solicit a minimum of three (3) bids if it has demonstrated to the satisfaction of the DR that less than three (3) firms are capable of performing the Work; and,
- j) For subcontracts estimated at \$100,000 or more, including HST, advertise publicly through MERX™ or other approved public advertising method, as approved by DR in accordance with the following open bidding procedures:
- k)
  - i. The public advertisement must include, at a minimum, a description of the nature of the Work to be performed, information regarding any technical requirements, financial guarantees or other documentation to be provided with the bid, the completion date for the Work, the address of the bid closing location and the final date and time for receiving bids, the identification of a contact point for obtaining bid documents and from which further information may be obtained and the date, time and place of the public opening of the bids;
  - ii. The minimum time period (in calendar days) for receipt of tenders must vary based on the estimated value of subcontracts (including HST) according to the table below. Reduced tendering periods may be considered on a case-by-case situation, subject to written approval from DR;

Value	Duration
\$100,000 to \$1,000,000	10 days
\$1,000,001 to \$2,000,000	15 days
Over \$2,000,001 to \$8,000,000	21 days
Over \$8,000,000	40 days
  - iii. Tender documentation must include all of the public advertisement

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information, as well as identification of the bid validity period, the criteria for awarding the contract including any factors other than price to be considered in the evaluation of bids, the terms of payment and any other terms or conditions; and,

- iv. During the solicitation period, the CM must reply promptly to any request for bid documents or any reasonable request for relevant information made by a bidder participating in the tender. Information provided in response to questions during the tender period must be provided to all bidders.

The receipt and opening of bids and the awarding of contracts must be consistent with the following:

- a) Bids must be opened in the National Capital Area in the presence of at least one (1) representative of the CM, as well as at least one representative of Canada, all of whom will act as witnesses to the opening by verifying and signing the record of bids received; and,
- b) Contracts must be awarded in accordance with the requirements specified in the notices and bid documentation and bids must be submitted by a supplier that complies with the terms and conditions of the bid documents.

The CM must:

- a) Seek pre-approval from the DR for any deviation from the competitive sub-contracting process and make the documentation available to PWGSC; and,
- b) Demonstrate to the DR that it has a competitive sub-contracting process and a prequalification process, reflecting best industry practices.

The CM must analyze the bids received and recommend awards to the DR through a trade contract award recommendation. The format of the trade contract award recommendation is the responsibility of the CM, however, at a minimum, the recommendation must include copies of the following documents:

- a) Prequalification Phase (if applicable):
  - i. Copies of prequalification documents such as CCDC 11 - 1996 (R2006) Contractor's Qualification Statement or equivalent; and,
  - ii. The list of contractors submitting applications for prequalification and the results of the evaluation of prequalification submissions with sufficient document.
- b) Tender Phase:
  - i. Copies of all bids received, verification (e.g. a time stamp) that bids were received on time prior to the time scheduled for bid closing;

- ii. A copy of the record of bid opening, properly witnessed;
- iii. A copy of the MERX™ notice, or invitation to tender if the Work is valued at over \$100,000;
- iv. A copy of all solicitation documents;
- v. A summary of all tenders received with bid amount breakdowns and totals, verification that bid security (if applicable) was provided with the bid;
- vi. Information on any tender qualifications or disqualifications; and,
- vii. Identification of the supplier recommended for contract award.

When the DR approves the expenditure and the procurement process, the CM must prepare the subcontracts for execution by the CM. No award of subcontracts to a subcontractor, or performance of Work by the CM's labour, can proceed without an approved trade contract award recommendation.

Canada reserves the right to require the CM to enter into contracts for the supply of services or materials with subcontractors that have been prequalified by the CM for any component of the Work. Any such subcontract must form part of the cost of the Work.

### **3.4.11.3 Deliverables**

The CM must submit to the DR a draft procurement strategy and process plan within twenty (20) working days of Contract award and incorporate agreed changes or modifications provided by the DR in a final draft within fifteen (15) working days of receipt the DR's comments.

### **3.4.12 Waste Management**

The CM must prepare a waste reduction plan in accordance with the requirements prepared by the DT and submit the plan to the DR and DT for review and for the approval of the DR within 90 days of Contract award. The CM's waste reduction plan and reports must include:

- a) A description of the process to ensure compliance with PWGSC guidelines provided by the DR, and the requirements of local authorities having jurisdiction;
- b) A description of the strategy and methodology the CM will use to optimize solid waste diversion from landfill and dispose of toxic or hazardous materials in the most appropriate manner;
- c) All related schedules outlining expected inventory targets and results required

when waste audits are conducted;

- d) A description of a non-hazardous solid waste reduction program for eliminating waste through reduction, reuse and recycling including:
  - i. Requirements for sorting construction waste on-site by types; and,
  - ii. A description of the most practical manner for recycling each individual material.
- e) Specific procedures for conducting waste management audits on-site, including audit objectives, frequency and format; and
- f) Provide monthly audit reports of the waste management including:
  - i. Subcontractors' disposal practices for paints, solvents and pressure treated wood scraps and other similar products or materials; and,
  - ii. A waste management audit indicating the degree to which recycling requirements are being achieved and recommendations for improvements, if objectives are not being met.

### **3.4.13 Sustainability and Environmental**

The DT will incorporate sustainability requirements into each DP. The CM must prepare documentation for the DT to meet applicable Leadership in Energy and Environmental Design (LEED) evaluation requirements. The CM must identify and record site management issues at the start of construction and ensure subcontractors and suppliers provide sustainability documentation as their Work progresses. The CM must compile and logically organize all sustainability and environmental information, give the information to the DT as the information becomes available for the DT's verification of conformance to sustainability requirements.

The CM must:

- a) Provide advice on the source and availability of regional materials and materials with recycled content;
- b) Develop and implement a comprehensive waste management program for the Work;
- c) Conduct on-site verifications related to the use of acceptable materials, compile and verify MSDS sheets and WHMIS information;
- d) If applicable to the Project, review preliminary, revised and final sustainability assessment for the design and provide to the DT information for necessary changes to the post-construction Green Globes or LEED questionnaire; and,

- e) If applicable to the Project, sign the final questionnaire and provide all final documentation.

### **3.5 Construction Services**

The CM must maintain competent project management, supervisory, quality management and field staff on site during implementation of the Project to Monitor and ensure the safe performance of the Work. The CM must identify unacceptable Work daily and validate it is properly corrected to avoid delays and schedule impacts to other segments of the Project. The CM must ensure that its workforce follows the quality management processes identified by the CM. The CM must ensure that adequate back-up personnel is available for all of the CM's services.

The CM must:

- a) Monitor progress on-site and ensure coordination of subcontractors and suppliers;
- b) Establish site organization and lines of authority to carry out the overall plans of the CM, DR and the DT;
- c) Schedule and conduct progress meetings at which subcontractors and suppliers, DR, DT and CM can discuss jointly such matters as procedures, progress, problems, risks, costs and scheduling;
- d) Provide ongoing Monitoring of the schedule as the Work proceeds; assess against performance measurement criteria, itemize Work ahead and behind schedule and take corrective action as required to ensure schedule impact is eliminated;
- e) Complete the Work according to the DPs, schedule and Construction Cost Estimate;
- f) Monitor and document progress of all subcontractors and suppliers, including all deliveries, to ensure their actions on the site do not compromise the Work;
- g) Ensure damages are properly back charged to the appropriate subcontractor or supplier;
- h) Review the adequacy of personnel, plant, and availability of material and supplies of subcontractors and suppliers, including those making deliveries to meet the schedule. Implement remedial action when requirements of a schedule are not being met;
- i) Monitor and document on a daily basis all health and safety matters;
- j) Provide ongoing inspection of all aspects of the Work, documenting matters for

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action or follow-up by subcontractors and suppliers, or referral to the Consultant Team. Ensure the Work is completed as specified using photographs and narratives to document issues and their correction and establish a timeline for corrective Work; and,

- k) Review and analyze the accuracy and validity of claims or disputes of subcontractors and suppliers. Advise the DR of the most prudent means and methods of resolving said claims or disputes, mitigating further time and cost impact to the delivery of the Work. If requested by the DR, retain the services of a third-party advisor.

### **3.5.1 Project Site Office**

The CM must provide, fit-up and maintain a Project site office for this Project located within the Project Work site. Provisions for the site office are to include sufficient space and services for the CM's staff as well as provision for the PWGSC Project Team and space to accommodate meetings. This office must support the Project Team with the necessary technology to create, update, maintain and proactively manage the Project design and construction to advance the Project, while ensuring security of information and personnel are maintained.

### **3.5.2 Construction**

The CM must:

- a) Manage all Work and all of the CM's services for the safe operation and coordination of the site, including site organization, safety, and control as "contractor" and "constructor" duties defined in the provincial health and safety acts and regulations;
- b) Provide temporary services and site facilities, site security, traffic management, management of the waste and management program for the site; protection, hoarding and screening, fencing, cranes and lifts; building and temporary services, system, and equipment maintenance, and other miscellaneous works related to managing a construction site adjacent to other buildings or public areas;
- c) Coordinate, schedule, implement, protect and commission the Work as prescribed and approved by the DR;
- d) Procure, coordinate, administer and manage all Work;
- e) Prepare and execute subcontracts with the successful subcontractors and suppliers, as well as:
  - i. Coordinate and manage these subcontracts in an integrated manner to avoid any conflicts between the Work of any of the CM's subcontractors,

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suppliers, the CM's own forces, and PWGSC's or other contractors;

- ii. Coordinate, manage and ensure completion of all the Work in strict adherence to the accepted drawings and specifications of each solicitation package, including all addenda and authorized change orders;
- iii. In consultation with the DT, develop and implement a procedure for review, certification, processing and payment of subcontractor and suppliers for the approval of the DR; and,
- iv. Provide timely response to correct issues, as they occur.

### **3.5.3 Subcontractor Changes (Notices and Orders)**

When a change to a subcontract is identified, the DT will prepare and issue a Supplemental Instruction (SI). This can be the result of a consultant-driven change to the construction documents or a CM/subcontractor-initiated Request for Information (RFI). In the case of a consultant-driven change, the Consultant will prepare an indicative cost estimate (Class D) and submit to the CM for review. The Class D estimate shall itemize all labour, material, plant and equipment costs associated with the change. In the case of a CM/subcontractor-driven RFI, no indicative estimate from the Consultant is required, the CM must prepare their own cost estimate.

Upon receipt of an SI, the CM must promptly review and validate the SI and supporting estimate (if applicable), prior to forwarding to their subcontractor(s) to obtain a quotation. While the subcontractors are preparing their quotation, the CM must also prepare a Class A estimate which will be used as the basis to evaluate subcontractor quotations.

The CM must provide written confirmation, in the form of an Expenditure Authorization (EA) letter, to the DR declaring that the quotation is fair and reasonable and on this basis recommends the EA for approval. The EA letter shall include; a detailed description of the change; the applicable EA driver category; a breakdown of all labour, material, plant and equipment, rates, and mark-ups.

The DR will review the EA letter provided by the CM. The DR may request further breakdown and clarification of costs, until such time that the DR is satisfied with the information provided and that the quotation is indeed fair and reasonable. Upon written approval of the EA letter, a change order will be prepared and issued by the CM to the subcontractor, with a copy to the Consultant and the DR.

No Work is to proceed without prior written approval from the DR. The CM must ensure that SIs are prioritized and processed in an expeditious manner in view of maintaining the Project schedule.

A detailed log of the cost of forecasted final subcontract amounts, changes in construction contingency that may result, contemplated change notices and change orders must be maintained by the CM for all subcontracts, at all times throughout the Project. A copy of this log is to be included in the monthly report.

### 3.5.4 Shop Drawings

The review of shop drawings by the DR is for sole purpose of ascertaining conformance with general concept. This review does not constitute approval by the DR of the detail design inherent in shop drawings, responsibility for which will remain with the CM and such review will not relieve the CM of the responsibility for errors or omissions in shop drawings or of the responsibility for meeting requirements of Contract Documents.

The CM must:

- a) Review all shop drawing submissions;
- b) Produce and manage a shop drawing log with a complete list of all shop drawings, samples and mock-ups required by the tender documents. Shop drawing log to track all dates associated with each submission, review and return in keeping with the construction schedule;
- c) Prioritize the preparation and submission of shop drawings to ensure Critical Path of schedule is maintained;
- d) Submit for the DR's review, each Shop Drawing;
- e) Review, discuss, record problems and identify agreed remedial action;
- f) Monitor and record the progress of shop drawing review. Record parties designated for action and follow up;
- g) Shop drawings must be stamped: "*Checked and Certified Correct for Construction*" by the CM and stamped: "*reviewed*" by the Consultant before returning to the subcontractor;
- h) On completion of Project, forward reviewed/as-commissioned shop drawings to the DR;
- i) Verify that shop drawings include the Project number and are recorded in sequence; and
- j) Do not commence manufacture or order materials before shop drawings are reviewed and accepted.

### **3.5.5 Commissioning**

The DR, the CM, the DT, the 3rd part Commissioning Agent, the subcontractors and suppliers, and the Building Representatives will form the commissioning team and will provide input to the commissioning plan(s) prepared by PWGSC's 3rd party Commissioning Agent.

The CM must administer and continually manage the implementation of the commissioning plan(s) prepared by the DT including the seasonal commissioning activities for all Work.

The CM must:

- a) Review and provide input on all commissioning documentation provided by the DT and the 3rd party Commissioning Agent, including the commissioning plan(s);
- b) Ensure all information on labelling protocols, maintenance data requirements and protocols are understood by the subcontractors and suppliers and schedule related training sessions with Building Representatives' operations staff;
- c) Confirm that all Work including that of subcontractors and suppliers is sufficiently complete to warrant inspection and testing by the DT and the 3rd party Commissioning Agent and schedule the required inspections and tests;
- d) Develop and implement a site quality management program to:
  - i. Minimize delays because of poor workmanship or subcontractor or supplier error;
  - ii. Reduce deficiencies and call-backs during warranty periods; and,
  - iii. Reduce long-term risk to PWGSC arising from poor workmanship;
- e) Administer and manage independent quality control testing, such as concrete or compaction testing, etc., as may be required by the DR, the DT, the 3<sup>rd</sup> party Commissioning Agent, or the CM to confirm the adequacy of the Work or performance verification report;
- f) Ensure that all test results, documents, and manuals are provided by subcontractors and suppliers, Monitor the DT and 3<sup>rd</sup> party Commissioning Agent review process, and report to the DR on the progress of the commissioning effort;
- g) Direct subcontractors and suppliers to complete, repair, adjust or rebuild portions of the Work that do not meet the verification standards, Monitor deficiencies and ensure that they are corrected;
- h) Detail seasonal commissioning activities within the Work schedule and complete these activities on time with the proper documentation and or follow-up action;

- i) With the DT and 3<sup>rd</sup> party Commissioning Agent, Monitor and inspect the Work during its warranty period and during seasonal commissioning activities to ensure defects are corrected as defined in the commissioning plan(s);
- j) Coordinate the federal, provincial, and municipal inspections required for occupancy or use;
- k) Undertake all actions required to close-out subcontracts including final warranty reviews and subcontract close-outs;
- l) Coordinate the training of Building Representatives' operational staff and the equipment handovers;
- m) Participate in the start-up and performance verification process ensuring all Work is implemented as described in DPs and as required by the 3<sup>rd</sup> party Commissioning Agent;
- n) Once commissioning is about to start, organize weekly commissioning meetings as part of the construction meetings, prepare and distribute agenda, chair meetings, prepare and distribute meeting minutes within two (2) working days of the meeting to the attendees;
- o) Present an updated commissioning schedule at all commissioning meetings and identify any variances and issues to address at those commissioning meetings;
- p) Gather all forms dealing with product information and labelling from subcontractors and suppliers and review and verify that the information is correct;
- q) Witness with the DT and 3<sup>rd</sup> party Commissioning Agent all testing, before Substantial Performance, including, as required for the Project, but not limited to, a complete verification of the controls sequence of applicable systems in a dynamic operating state;
- r) Complete and sign-off of all verification reports and compile the reports into a comprehensive commissioning manual as the Work progresses, including commissioning manual updates to include seasonal commissioning activities; and,
- s) Review standard operating procedures prepared by the DT for each building or DES system, advise the DR and DT and 3<sup>rd</sup> party Commissioning Agent of accuracy and review, and advise again during seasonal commissioning.

### **3.5.6 Cleaning**

The CM must provide cleaning services throughout the life of the Project.

Construction cleaning is to be carried out to ensure a safe work environment and to protect site systems and heritage elements from excessive dust, debris and damage.

As DPs and construction areas are completed, the CM must undertake a final construction cleaning of the entire area.

The CM must complete a construction cleaning of the entire area before substantial performance.

The CM must employ qualified personnel for all cleaning to the satisfaction of the DR.

The CM must advise the DR in writing and obtain the DR's authorization before final cleaning is to proceed and obtain acceptance of cleaning in writing from DR when completed. The CM must complete construction cleaning before Substantial Performance.

### **3.5.7 Interactive Operations and Maintenance (O&M) Manuals**

Before completion of Work, the CM must collect all manufacturers' guarantees and warranties and deliver to the DR. Provide copies of all manufacturers' guarantees and warranties in the O&M manuals.

Forty (40) working days prior to any scheduled training, submit to the DR an electronic copy of the approved Operations Data and Maintenance Manual in both official languages and one (1) hard copy, compiled as follows:

- a) Bind data in vinyl hard cover 3 "D" ring type loose-leaf binders for 212 x 275 mm size paper. Binders must not exceed 75 mm thick or be more than 2/3 full;
- b) Enclose title sheet labelled "*Operations Data and Maintenance Manual*," with Project name, date and list of contents. Project name must appear on binder face and spine;
- c) Organize contents into applicable sections of Work to parallel Project specifications breakdown. Mark each section by labelled tabs protected with celluloid covers fastened to hard paper dividing sheets;
- d) Provide the following to the DT for inclusion:
  - i. Description: Operation of the equipment and systems defining start-up, shutdown and emergency procedures, and any fixed or adjustable set points that affect the efficiency of the operation. Include nameplate information such as make, size, capacity and serial number;
  - ii. Maintenance: Use clear drawings, diagrams or manufacturers' literature

which specifically apply and detail the following:

- a. Lubrication products and schedules;
  - b. Trouble shooting procedures;
  - c. Adjustment techniques; and,
  - d. Operational check.
- e) Include following information plus data specified:
- f) Maintenance instruction for finished surface and materials;
- g) Copy of hardware and paint schedules;
- h) Supplier names, addresses, telephone numbers, and components supplied by them must be included in this section. Components must be identified by a description and manufacturer's part number;
- i) Guarantees showing:
- i. Name and address of Project;
  - ii. Guarantee commencement date (date of Substantial Performance);
  - iii. Duration of guarantee;
  - iv. Clear indication of what is being guaranteed and what remedial action will be taken under guarantee;
  - v. Signature and seal of guarantor; and,
  - vi. Additional material used in Project listed under various sections showing name of manufacturer and source of supply;
- j) Spare parts: List all recommended spares to be maintained on site to ensure optimum efficiency. List all special tools appropriate to unique application. All parts/tools detailed must be identified as to manufacturer, manufacturer part number and supplier (including address);
- k) Include one complete set of final shop drawings (bound separately) indicating corrections and changes made during fabrication and installation;
- l) Format: All as-built drawings and O&M manuals must be converted into Portable Document File (PDF) format to permit viewing using the Acrobat reader Software. Documentation storage and retrieval system must be structured based on a database framework with direct links to the appropriate PDF files. Document retrieval and viewing must be executed through a menu driven approach. The Program must provide password protected entry with multi-level user permissions to add new data or edit stored data by authorized users.

### **3.6 Post-Construction Services**

The CM must:

- a) Coordinate with subcontractors and suppliers to provide final record documents

- 
- (operations and maintenance manuals, as-built drawings and specifications) as prescribed in each DP;
- b)
  - c) Assemble record documents and provide to the DR, in whole packages or as directed by the DR;
  - d)
  - e) Review and validate the accuracy of warranties and guarantees;
  - f)
  - g) Review the draft and final commissioning report, seasonal commissioning reports, standard operating procedures, technical maintenance and any other applicable manuals and comment on the accuracy and completeness;
  - h)
  - i) Arrange for inspections of the Work as outlined in the commissioning plan(s) to determine all deficiencies for correction:
    - i. Prepare a deficiency list for review and acceptance by the DR and the DT;
    - ii. Provide a deficiency correction schedule and submit to the DR approval and DT for coordination. Indicate when the correction of deficiencies covered under the warranty will take place;
    - iii. Arrange for and correct all identified deficiencies in accordance with the schedule and advise when all deficiencies have been properly corrected; and,
    - iv. Obtain the DT's written acceptance that the deficiencies are corrected and submit to the DR said acceptance;
  - j) Attend all warranty site meetings on or off the site as required by the DR;
  - k) Participate in a lessons learned workshop at the final Substantial Performance and provide an updated lessons learned log to the DR; and,
  - l) Provide a post-construction evaluation and cost analysis report within one (1) month of the completion of each DP, include lessons learned, outstanding issues and any Work that was not completed, or was deferred. Submit a sample format for this report for review and acceptance by the DR. Amend as required.

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000

Buyer ID - Id de l'acheteur  
FG362

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20210751

File No. - N° du dossier  
EP635-210751

Project No. - N° du projet  
R.090310.006, R.090311.007,  
R.096125.006

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## ToR APPENDIX A – ACRONYMS and ABBREVIATIONS

CHCP	Central Heating and Cooling Plant
CM	Construction Manager
CSO	Corporate Security Officer
DES	District Energy System
DP	Design Package
DR	Departmental Representative
ESAP	Energy Services Acquisition Program
EC	Environment Canada
ECMP	Environmental Compliance Management Program
ETS	Energy Transfer Station
FC	Field Clarification
FHBRO	Federal Heritage Buildings Review Office
HTHW	High Temperature Hot Water
LCC	Life Cycle Costing
LTHW	Low Temperature Hot Water
MSDS	Material Safety Data Sheets
NBCC	National Building Code of Canada
NCC	National Capital Commission
NMS	National Master Specification
NRC	National Research Council
P3	Public-Private Partnership
PDF	Portable Document Format
RFI	Request for Information
ToR	Terms of Reference
TSSA	Technical Standards and Safety Authority
UBCP	User Building Conversion Plan
ULC	Underwriters Laboratories of Canada
VE	Value Engineering
WHMIS	Workplace Hazardous Materials Information System

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**End of ANNEX C – TERMS OF REFERENCE**

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## ANNEX D- SECURITY REQUIREMENT CHECK LIST (SRCL) Including Security Classification Guide



Contract Number / Numéro du contrat EP635-210751
Security Classification / Classification de sécurité

### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

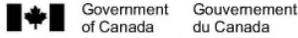
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine <b>PWGSC</b>	2. Branch or Directorate / Direction générale ou Direction <b>IAM/ESAP/UBCP</b>	
3. a) Subcontract Number / Numéro du 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 Conversion of buildings at Tunney's Pasture from Steam to High Temperature Hot Water to align with the central heating and cooling plant modernization		
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 <input type="checkbox"/> Yes		
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 <input type="checkbox"/> Yes		
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? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (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)		
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 <input type="checkbox"/> Yes		
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 <input type="checkbox"/> Yes		
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 A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité
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TBS/SCT 350-103 (2004/12)



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**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 Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 PROTÉGÉ et/ou CLASSIFIÉE?  No / Non  Yes / 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.**

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

Security Classification / Classification de sécurité
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**ANNEX E  
CERTIFICATE OF INSURANCE (Page 1 of 5)**

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code

Additional Insured  
Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability Umbrella/Excess Liability</b>				\$	\$	\$
				\$	\$	\$
<b>Builder's Risk / Installation Floater</b>				\$		
<b>Wrap-Up General Liability/Excess</b>				\$ o Per Incident o Per Occurrence		Aggregate \$
<b>All Risk in Transit Insurance</b>				\$		
<b>Environmental Impairment Liability Insurance</b>				\$ o Per Incident o Per Occurrence		Aggregate \$

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

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

## CERTIFICATE OF INSURANCE (Page 2 of 5)

### General

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

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

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

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

### Commercial General Liability

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

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

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

The policy must have the following minimum limits:

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

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

### Builder's Risk / Installation Floater

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

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

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

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

## CERTIFICATE OF INSURANCE (Page 3 of 5)

### Wrap-up General Liability

#### Scope of Policy

1. The insurance coverage provided must be primary to all other insurance policies and must not be substantially less than that provided by IBC Form 2100, as amended from time to time, except for liability arising from damage to the Work during construction, which must be limited to the completed operations period.
2. The policy must include an extension for a standard provincial and territorial form of non- owned automobile liability policy.
3. The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:
  - (a) Blasting;
  - (b) Pile driving and caisson work;
  - (c) Underpinning;
  - (d) Removal or weakening of support of any building or land whether such support be natural or otherwise if the work is performed by the insured contractor.

#### Amount of Insurance

1. The policy must have:
  - (a) an Each Occurrence Limit of not less than **\$25,000,000**; and
  - (b) a Completed Operations Aggregate Limit of not less than **\$25,000,000**.
2. Umbrella or excess liability insurance may be used to achieve the required limits.

#### Insured

1. The policy must insure the Contractor and must include, as additional insured:
  - (a) Canada, represented by Public Works and Government Services Canada;
  - (b) All consultant; and
  - (c) Any Subcontractor at any tier performing any part of the Work.
2. The Insurer must provide a waiver of subrogation against any named or additional insured.

#### Period of Insurance

Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policy required herein must be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion except that the coverage for completed operations hazards must, in any event, be maintained for a period of at least two (2) years beyond the date of the Certificate of Substantial Performance.

#### All Risk in Transit Insurance

The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than **\$750,000.00**. The Government Property must be insured on replacement cost (new) basis.

### **CERTIFICATE OF INSURANCE (Page 4 of 5)**

- (a) Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- (b) The All Risk Property in Transit insurance must include the following:
  - i. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
  - ii. Loss Payee: Canada as its interest appears or as it may direct.
  - iii. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

#### **Environmental Impairment Liability Insurance**

- 1. The Contractor must obtain Contractors Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$2,000,000** per accident or occurrence and in the annual aggregate.
- 2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3. The Pollution Liability insurance policy must include the following: Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows:
  - (a) Canada, represented by Public Works and Government Services Canada.
  - (b) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Officer thirty (30) days written notice of policy cancellation.
  - (c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable for performing or has performed the operations described in the contract.
  - (f) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C.1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgment of receipt.

For the province of Quebec, send to:  
Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:  
Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

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### **CERTIFICATE OF INSURANCE (Page 5 of 5)**

A copy of the letter must be sent to the Contracting Officer. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, theN Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



**FORM 1**

<b>BID SUBMISSION FORM</b>	
<b>Bidder's full legal name</b> <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation(s) as the Bidder.]</i>	
<b>Bidder's Operating Name (if any):</b>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name:
	Title:
	Address:
	Telephone #:
	Cell #:
Email:	
<b>Bidder's Procurement Business Number (PBN)</b> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>	
<b>Security Clearance Level of Bidder</b> <b>[include both the level and the date it was granted]</b> <i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i>	
<b>In the case of a joint venture, the following must also be completed:</b>	Name 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 Bidder</b>	_____

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**Form 2**  
**Technical Compliance Form (Optional Form)**

Bidders should use the following to substantiate their bid clearly:

Technical Requirement that Requires Substantiation by the Bidder	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
M1		
M2		
R1.1- Project #1		
R1.2- Project #1		
R1.3- Project #1		
R1.1- Project #2		
R1.2- Project #2		
R1.3- Project #2		
R2.1		
R2.2		
R2.3		
R2.4		
R2.5		
R3.1		
R3.2		
R4.1		

### FORM 3

#### CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT M2 CONSTRUCTION MANAGEMENT PROJECT

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

This hereby confirms that the following Contractor \_\_\_\_\_

functioned in the role of Construction Manager (CM) or Design-Builder or Public Private Partnership and executed the work for the following project \_\_\_\_\_.

Item	Project Details	Response
1	Project Title	
2	Project Location	
3	Brief Project Description of Work for the Building Construction Project  <i><b>Building Construction Project:</b> includes new building construction or renovation of an existing building.</i>	
4	Was the project <i>Completed</i> after November 1, 2009 or is it <i>Underway</i> ?  <i><b>Completed:</b> 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.</i>  <i><b>Underway:</b> means a project currently in progress commenced after November 1, 2009 and minimum 80% construction costs incurred.</i>	Completed (YES or NO)  Completion Date: _____  <b>OR</b>  Underway (YES or NO)  % complete: _____
5	Did the total Construction Value, excluding applicable taxes exceed \$\$8,000,000.00?  <i><b>Construction Value:</b> Means the final cost of the contract between client and firm, including all amendments. In the case of an <i>Underway</i> project, the price at time of bid submission including all amendments.</i>	

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This project was performed as described above. 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.

**Client Information:**

Client (Project Reference) Name: \_\_\_\_\_

Client (Project Reference) Title: \_\_\_\_\_

Client (Project Reference) Signature/Date: \_\_\_\_\_

Client (Project Reference) Telephone: \_\_\_\_\_

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

**Contractor Information:**

Contractor Full Legal Name: \_\_\_\_\_

Contractor Authorized Representative

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

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

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

Email: \_\_\_\_\_

## FORM 4

### CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT M3 MECHANICAL/ELECTRICAL CONSTRUCTION PROJECT

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

This hereby confirms that the following Contractor \_\_\_\_\_

functioned in the role of General Contractor, Construction Manager (CM), Design Builder or Public Private

Partnership and executed the work for the following project \_\_\_\_\_.

Item	Project Details	Response
1	Project Title	
2	Project Location	
3	<p>Brief Project Description of Work for the Mechanical/Electrical Construction project.</p> <p><b>Mechanical/Electrical Construction Project:</b> means mechanical and electrical trade work for complete installation, replacement or renovation of a building's mechanical and electrical system including but not limited to heating, cooling and humidification</p>	
4	Did the project include installation or renovation of a building's mechanical (heating, cooling and humidification) and electrical system.	
5	<p>Was the project <i>Completed</i> after November 1, 2009 or is it <i>Underway</i>?</p> <p><b>Completed:</b> 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><b>Underway:</b> means a project currently in progress commenced after November 1, 2009 and minimum 80% construction costs incurred.</p>	<p>Completed (YES or NO)</p> <p>Completion Date: _____</p> <p><b>OR</b></p> <p>Underway (YES or NO)</p> <p>% complete: _____</p>
6	<p>Did the total <i>Construction Value</i>, excluding applicable taxes exceed \$2,000,000.00?</p> <p><b>Construction Value:</b> Means the final cost of the contract between client and firm, including all amendments. In the case of an <i>Underway</i> project, the price at time of bid submission including all amendments</p>	

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**Client Information:**

Client (Project Reference) Name: \_\_\_\_\_

Client (Project Reference) Title: \_\_\_\_\_

Client (Project Reference) Signature/Date: \_\_\_\_\_

Client (Project Reference) Telephone: \_\_\_\_\_

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

**Contractor Information:**

Contractor Full Legal Name: \_\_\_\_\_

Contractor Authorized Representative

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

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

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

Email: \_\_\_\_\_

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## FORM 5

### CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT R.1.1 Representative Project Relevance – Project #1

#### To be completed by client (Project Reference)

This hereby confirms that the following Contractor \_\_\_\_\_

functioned in the role of (Construction Manager (CM) or Other) \_\_\_\_\_

and executed the work for the following project \_\_\_\_\_.

Item	Project Details	Response
1	Project Title	
2	Project Location	
3	<p>Was the project <i>Completed</i>? When was the project <i>Completed</i>?</p> <p><b>Completed:</b> 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>Completed (YES or NO)</p> <p>Completion Date: _____</p>
4	<p>What was the total <i>Construction Value</i>, applicable taxes excluded?</p> <p><b>Construction Value:</b> Means the final cost of the contract between client and firm, including all amendments.</p>	

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This project was performed as described above. 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.

**Client Information:**

Client (Project Reference) Name: \_\_\_\_\_

Client (Project Reference) Title: \_\_\_\_\_

Client (Project Reference) Signature/Date: \_\_\_\_\_

Client (Project Reference) Telephone: \_\_\_\_\_

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

**Contractor Information:**

Contractor Full Legal Name: \_\_\_\_\_

Contractor Authorized Representative

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

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

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

Email: \_\_\_\_\_

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## FORM 6

### CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT R.1.1 Representative Project Relevance – Project #2

#### To be completed by client (Project Reference)

This hereby confirms that the following Contractor \_\_\_\_\_  
functioned in the role of (Construction Manager (CM) or Other) \_\_\_\_\_  
and executed the work for the following project \_\_\_\_\_.

Item	Project Details	Response
1	Project Title	
2	Project Location	
3	Was the project <i>Completed</i> ? When was the project <i>Completed</i> ?  <b>Completed:</b> 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.	Completed (YES or NO)  Completion Date: _____
4	What was the total <i>Construction Value</i> , applicable taxes excluded?  <b>Construction Value:</b> Means the final cost of the contract between client and firm, including all amendments.	

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This project was performed as described above. 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.

**Client Information:**

Client (Project Reference) Name: \_\_\_\_\_

Client (Project Reference) Title: \_\_\_\_\_

Client (Project Reference) Signature/Date: \_\_\_\_\_

Client (Project Reference) Telephone: \_\_\_\_\_

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

**Contractor Information:**

Contractor Full Legal Name: \_\_\_\_\_

Contractor Authorized Representative

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

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

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

Email: \_\_\_\_\_



