



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
soumissions - TPSGC

11 Laurier St./11 rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau, Québec K1A 0S5

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT.

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

Title - Sujet Hull Causeway Widening and the Unio Hull Causeway Widening and the Union Bridge Rehabilitation - Construction Manage	
Solicitation No. - N° de l'invitation EH990-212186/A	Date 2021-03-29
Client Reference No. - N° de référence du client 20212186	
GETS Reference No. - N° de référence de SEAG PW-\$\$FG-347-79914	
File No. - N° de dossier fg347.EH990-212186	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-05-11 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Boujenoui, Nabil	Buyer Id - Id de l'acheteur fg347
Telephone No. - N° de téléphone () - ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

REQUEST FOR PROPOSAL (RFP)
CONSTRUCTION MANAGEMENT SERVICES
UNION BRIDGE REHABILITATION & HULL CAUSEWAY WIDENING

IMPORTANT NOTICE TO BIDDERS

See recently adopted changes

SI08 Late submissions has been added

GI05 Bid Security Requirements has changed - See GI05.2 - Electronic/Digital Bonding

SI05 Submission of Bid has changed - See SI05 - Submission of Bid using epost Connect service

SI07 Overview of Opening of Bids / Bid Selection and Evaluation Procedures - See

SC03 Changes to Contract Documents has changed - See SC03.5 - Contract Security

THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT

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

PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html>

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Solicitation No. - N° de l'invitation
EH990-212186A

Amd. No. - N° de la modif.
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Buyer ID - Id de l'acheteur
fg347

Client Ref. No. - N° de réf. du client
2021286

File No. - N° du dossier
FG347 / EH990-212186A

N° du projet – Project No.
R.095392.004

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

GI01 INTEGRITY PROVISIONS - BID (2016-04-04)

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at *Ineligibility and Suspension Policy*. <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>
 2. Under the Policy, charges and convictions of certain offences against a Bidder, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Bidder is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
 3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at *Declaration form for procurement*. <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.htm>
 4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - a. it has read and understands the *Ineligibility and Suspension Policy*; <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
 5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at *Declaration form for procurement*. <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.htm>
 6. Canada will declare non-compliant any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to
-

be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

GI02 COMPLETION OF BID (2014-03-01)

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

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

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

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

capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership. This also applies to Bidders submitting a bid as a joint venture.

GI04 APPLICABLE TAXES (2015-02-25)

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

GI05 BID SECURITY REQUIREMENTS (2018-06-21)

1. The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount. Applicable Taxes shall not be included when calculating the amount of any bid security that may be required. The maximum amount of bid security required with any bid is \$2,000,000.
2. A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with 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.
 - 2.1 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 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 Item 2.1.a.
 - e. Submitting copies (**non-original, non-verifiable or scanned**) 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.
 - 2.2 Bonds failing the verification process will NOT be considered to be valid.
 - 2.3 Bonds passing the verification process will be treated as original and authentic.
3. A security deposit shall be an original, properly completed, signed where required and be either
 - a. a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - b. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
4. For the purposes of subparagraph 3. a. of GI05
 - a. a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
 - b. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation

meets at least one of the criteria described in subparagraph 4.c. of GI05, 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;
 - ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
 - iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
 - iv. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the Income Tax Act; or
 - v. Canada Post Corporation.
 - 5. Bonds referred to in subparagraph 3. b. of GI05 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be
 - a. payable to bearer;
 - b. accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
 - c. registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
 - 6. As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
 - 7. An irrevocable standby letter of credit referred to in paragraph 6) of GI05 shall
 - a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
 - i. is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
 - ii. is to accept and pay bills of exchange drawn by the Receiver General for Canada;
 - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
 - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
 - b. state the face amount which may be drawn against it;
 - c. state its expiry date;
 - d. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
 - e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
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- 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.
8. Bid security shall lapse or be returned as soon as practical following
- a. the solicitation closing date, for those Bidders submitting non-compliant bids; and
 - b. the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and
 - c. the award of contract, for those Bidders submitting the second and third ranked bids; and
 - d. the receipt of contract security, for the successful Bidder; or
 - e. the cancellation of the solicitation, for all Bidders.
9. Notwithstanding the provisions of paragraph 8 of GI05 and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

GI06 REJECTION OF BID (2014-09-25)

- 1. Canada may accept any bid, whether it is the lowest or not, or may reject any or all bids.
- 2. Without limiting the generality of paragraph 1., Canada may reject a bid if any of the following circumstances is present:
 - a. the Bidder's bidding privileges are suspended or are in the process of being suspended;
 - b. the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - c. the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with Canada
 - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or

- ii. Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
3. In assessing the Bidder's performance on other contracts pursuant to subparagraph 2. f. ii., Canada may consider, but not be limited to, such matters as:
 - a. the quality of workmanship in performing the Work;
 - b. the timeliness of completion of the Work;
 - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1. , 2. and 3., Canada may reject any bid based on an unfavourable assessment of the
 - a. adequacy of the bid price to permit the work to be carried out and, in the case of a bid providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - b. Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - c. Bidder's performance on other contracts.
5. Where Canada intends to reject a bid pursuant to a provision of paragraphs 1. , 2. , 3. or 4., other than subparagraph 2. a., the contracting Authority will inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
6. Canada may waive informalities and minor irregularities in bids received if Canada determines that the variation of the bid from the exact requirements set out in the Bid Documents can be corrected or waived without being prejudicial to other Bidders.

GI07 BID COSTS (2015-02-25)

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

GI08 PROCUREMENT BUSINESS NUMBER (2020-05-28)

1. Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at [Supplier Registration Information](#).

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

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

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

GI10 PERFORMANCE EVALUATION (2010-01-11)

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

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

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

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

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

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

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

SI02 BID DOCUMENTS

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

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

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

SI04 SITE VISIT

There will be no site visit for this requirement.

SI05 SUBMISSION OF 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 a bid is submitted by a joint venture, it must be in accordance with section SI12.

2. 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 instructions in SI05.2.ii 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.
- f. send bid only to the Bid Receiving Unit of Public Works and Government Services Canada (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:

i. **HARD COPY Bid Submission**

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

Bid Receiving – PWGSC
11 Laurier St.
Place du Portage, Phase III
Core 0B2
Gatineau, Québec, K1A 0S5

ii. **ELECTRONIC Bid Submission by epost Connect service**

- a. Unless specified otherwise in the solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation.
- b. The only acceptable email address to use with epost Connect for responses to solicitation issued by PWGSC is:

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 c., or to send bids through an epost Connect message if the Bidder is using its own licensing agreement for epost Connect.

- c. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six 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.
 - d. 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
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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.

- e. If the Bidder is using its own licensing 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.
- f. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- g. 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.
- h. 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:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
- i. 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 license 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.
- j. 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.
- k. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder.

3. The technical and price components of the bid must be submitted in separate sections as follows:

- a. The bid should be submitted following a "two-section" procedure of which is to include a technical and financial bid.
- b. The Technical Bid, and any associated document(s), should be provided in a separate section with the following information clearly provided:
 - Section One - Technical Bid;
 - Solicitation Number; and
 - Name of Bidder.
- c. The Bid and Acceptance Form (BA), Bid Security and associated document(s), the Financial Bid, should be provided in a separate section with the following information clearly provided:
 - Section Two - Financial Bid;
 - Solicitation Number; and
 - Name of Bidder.

4. 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.

5. Bids and supporting information may be submitted in either English or French.
6. Unless otherwise specified in the Special Instructions to Bidders:
 - a. the bid shall be in Canadian currency; and
 - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

SI06 REVISION OF BID

A bid submitted may be amended by letter, epost Connect or facsimile provided the revision is received at the office designated for the receipt of the bids, on or before the date and time set for the receipt of bids. The facsimile number for receipt of revisions is (819) 997-9776. The revision must be on the Bidder's letterhead or bear a signature that identifies the Bidder, and must clearly identify the change(s) to be applied to the original bid. The revision must also include the information identified in SI05 - Submission of Bid.

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

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

A. BID

1. Bidders submit the "technical" component of their bid in one section and the proposed price of the services (price bid) in a second section in accordance with the instructions contained in the bid documents.
2. The information that Bidders are required to provide is set out in detail elsewhere in the RFP.

B. Bid Opening, Selection and Evaluation Procedure;

1. There will be no Public opening.
2. Bid Opening, Selection and Evaluation Procedure;
 - a. Section One "Technical Bid" will be reviewed prior to the price component of the Financial Bid. Section one will be reviewed and/or evaluated against the mandatory requirements set out elsewhere in the RFP. Technical Bids meeting all the minimum requirements are further considered. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant. Non-compliant bids will be given no further consideration and the price component of the Financial Bid will not be considered.
 - b. Section Two - "Financial Bid": The Financial Bid will be a two part submission. The bid security component of the Financial Bid will be evaluated against the mandatory requirements set out elsewhere in the RFP, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. The price component of the Financial Bid will be reviewed after the Technical Bid has been deemed compliant. The compliant bid carrying the highest total score as set out elsewhere in the RFP will be recommended for contract award.
3. PWGSC normally expects to advise, in writing unsuccessful Bidders within one week after PWGSC has entered into a contractual arrangement with the successful Bidder.
4. Bid results may be obtained from the Contracting Authority named on the cover page of the RFP following completion of the bid evaluation.

SI08 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 SI08.2. 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 the 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 prove 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.

SI09 INSUFFICIENT FUNDING

Not Applicable.

SI10 BID VALIDITY PERIOD

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

SI11 DEBRIEFINGS

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

SI12 JOINT VENTURE

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

SI13 DEFINITION OF BIDDERS

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

SI14 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.

SI15 INDUSTRIAL SECURITY RELATED REQUIREMENTS

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

SI16 WEB SITES

1. The following is a list to some of the Web sites in the solicitation documents:
 - Buy and Sell: <https://www.achatsetventes-buyandsell.gc.ca>
 - Canadian sanctions: https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng
 - Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913): <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>
 - Bid Bond (form PWGSC-TPSGC 504): <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>
 - Performance Bond (form PWGSC-TPSGC 505): http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf
 - Labour and Material Payment Bond (form PWGSC-TPSGC 506): <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>
 - Standard Acquisition Clauses and Conditions (SACC) Manual: <http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
 - PWGSC, Industrial Security Services: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>
 - PWGSC, Code of Conduct and Certifications: <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>
 - Construction and Consultant Services Contract Administration Forms Real Property Contracting: <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>
 - Declaration Form: <http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>
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Solicitation No. - N° de l'invitation
EH990-212186A

Amd. No. - N° de la modif.
000

Buyer ID - Id de l'acheteur
fg347

Client Ref. No. - N° de réf. du client
2021286

File No. - N° du dossier
FG347 / EH990-212186A

N° du projet – Project No.
R.095392.004

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

CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:

- a. Contract Page when signed by Canada;
- b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- c. Request for Proposal all Annexes, Appendices and Amendments thereto;
- d. Terms of Reference;
- e. Basis of Payment;
- f. General Conditions and clauses:
 - GC1 General Provisions - Construction Services R2810D (2017-11-28);
 - 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 (2018-06-28);
 - GC8 Dispute Resolution - >5M – Construction Services R2882D (2019-11-28);
 - GC9 Contract Security R2890D (2018-06-21);
 - GC10 Insurance R2900D (2008-05-12);
- g. Supplementary Conditions (SC)
- h. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- i. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and acceptance of the bid; and
- j. Any amendment or variation of the contract documents that is made in accordance with the General Conditions; and
- k. The Contractor's bid. (Technical Bid and Financial Bid)

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

3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENTS SAFEGUARDING

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

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), with approved Document Safeguarding at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor 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.
3. Processing of PROTECTED materiel electronically at the Contractor's site is NOT permitted under this Contract/Standing Offer.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
5. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex D;
 - (b) *Contract Security Manual* (Latest Edition).

SC02 INSURANCE TERMS

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

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

5. Deductible

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

SC03 CHANGES TO CONTRACT DOCUMENTS

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

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

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

"Contractor" and "Construction Manager"

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

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

i. Delete sub-paragraph 1. f. drawings and specifications in its entirety and replace with the following:
f. Terms of Reference & Basis of Payment.

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

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

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

1. *Canada reserves the right to award separate contracts for work. Where in the opinion of Canada, it is necessary for Canada to award separate contracts to other contractors, the Contractor will:*

- a. coordinate and cooperate with the work of other contractors;*
- b. coordinate and schedule the Work with the work of other contractors and connect as specified or shown;*
- c. participate with other contractors and the Departmental Representative in reviewing their construction schedules when directed to do so;*
- d. coordinate and perform the Work with care and diligence so as to ensure that Canada and other contractors will be in a position to proceed according to schedule with the delivery, installation and testing of their work; and*
- e. allow other contractors or workers, together with their plant, equipment and Material, access to the Site and the opportunity to use their plant and equipment.*

2. *When separate contracts are awarded for other parts of the Project, Canada will:*

- a. Ensure that insurance coverage is provided to the same requirements to the extent applicable. Such insurance will be coordinated with the insurance coverage of the Contractor as it affects the Work; and*
- b. Take all precautions reasonably possible to avoid labour or other disputes.*
- c. Ensure the separate contractors are required to adhere to the Contractor's Health & Safety policies and procedures when performing work at the location of the project under the Contractor's control as Constructor on the project.*

3. *The Contractor will give the Departmental Representative prompt written notice of any defect in, or any conflict occasioned by, the work of other contractors and prior to proceeding with any Work that is affected by or depends upon for its proper execution such work of other contractors. In the absence of such written report, the Contractor will have no claim against Canada by reason of the conflict or defective work of the other contractors.*

4. *Notwithstanding the foregoing, it is understood and agreed that the Contractor will be the "constructor" for the Project within the meaning of the applicable Health and Safety legislation, and will perform or have performed, in addition to any other obligations it may have pursuant to the application legislation, all of the obligations of a "constructor" set out in the legislation for the Work. It is further understood and agreed that Canada appoints and the Contractor agrees to be appointed as the constructor to fully control, coordinate, oversee and be responsible for all other contractors.*
 5. *If the Contractor has caused damage, delay, impact, or interference to the work of other contractors, the Contractor agrees upon due notice to settle with the other contractors in accordance with GC5.8 item 6. of R2850D - General Condition (GC) 5 - Terms of Payment. If one or more of the other contractors makes a claim against Canada on account of damage, delay, impact, or interference alleged to have been so sustained, Canada will notify the Contractor and may require the Contractor to defend the action at the Contractor's expense and not as a Cost of the Work and without an adjustment in the Contract Fee. The Contractor will satisfy a final order or judgment against Canada and pay the costs incurred by Canada arising from such action and not as a Cost of the Work and without an adjustment in the Contract Fee.*
 3. R2850D - General Condition (GC) 5 Terms of Payment > 100K - Construction Services is amended as follows:
 - a. Section GC5.4 Progress Payment is amended as follow:
Add the following sub-section to CG5.4 Progress Payments
 6. *The portion of the Work done under the Fixed Fee will be invoiced in equal monthly installments over the duration of the Contract.*
 - b. R2850D - Section GC5.5 Substantial Performance of the Work is amended as follows:
Add the following sub-section to CG5.5 Substantial Performance
 5. *If, at any time before the issuance of a Certificate of Completion, Canada determines that a Work Package has reached Substantial Performance as described in subparagraph 1. b. of GC 1.1.4, "Substantial Performance", paragraphs 1. through 4. of GC 5.5 may be applied with respect to the specific Work Package.*
 4. R2860D - General Condition (GC) 6 - Delays and Changes in the Work – Construction Services is amended as follows:

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

GC6.4 Determination of Price

 1. *Any adjustment to the Estimated Construction Costs resulting from a change in the Work pursuant to GC6.1 will represent all reasonable and proper costs including delay incurred by or savings accruing to the Contractor in respect of the labour, Plant and Material that are payable as Construction Costs.*
 2. *If the final cost of the Construction Work, excluding the Contractor' fees, is not within 75 and 125 percent of the total Estimated Construction Cost either party to the Contract may request to negotiate a change in the Contractor' Percentage Fee for the Work outside of these thresholds if:*
 - a. *there is a demonstrable difference between the cost to the Contractor of performing the Work for the Estimated Construction Cost and the cost to the Contractor of performing the Work for the actual Construction Cost;*
 3. *For the purposes of the negotiation referred to in paragraph 2.*
 - a. *The onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation.*
-

b. If the actual Construction cost is less than 75 percent of the Estimated Construction, in no event will the total amount paid as the Contractor' Percentage Fee, amended as a result of a reduction in the cost of the Work, exceed the amount that would have been payable to the Contractor had the price of the Work actually accounted for 75 percent of the Estimated Construction Cost.

4. The amount of the Contract will be the final sum of the Fixed Monthly Fees, the actual Construction Cost, the Percentage Fee and any adjustments that are made in accordance with the Contract.

5. R2890D - General Condition (GC) 9 - Contract Security

Section GC9.2 - Types and Amounts of Contract Security is amended as follows:

Delete GC9.2.2 in its entirety and replace 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. They can be in the form of Signed and Sealed paper version OR electronic digital version.

Electronic digital versions must meet the following;

1. A performance bond and a labour and material payment bond may be submitted in an electronic or digital format if it meets the following criteria:
 - 1.1. 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 verification service provider of the Surety Company.
 - 1.2. 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 pdf.
 - 1.3. 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.
 - 1.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 1.1.
2. Bonds failing the verification process will NOT be considered to be valid.

SC04 DETERMINATION OF CONSTRUCTION COST

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

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

SC05 DETERMINATION OF PRICE FOR SUBCONTRACT CHANGES

1. Price Determination Prior to Undertaking Changes
 - a. If a Lump Sum Arrangement applies to the 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 in accordance with SC04 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 paragraph b., will be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed on by the Contractor and Canada, plus an allowance determined in accordance with SC04 3. c.
 - d. To facilitate approval of the price of the change or the additional price per unit as applicable, the Subcontractor will 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 1. the price will be determined in accordance with paragraph 3. "Price Determination Following Completion of Changes".
 2. Allowable Costs under paragraph 1. "Price Determination Prior to Undertaking Changes".
 - a. General
 - i. The Subcontractor will submit a cost estimate breakdown for each contemplated change, in accordance with paragraph 1. d. "Price Determination Prior to Undertaking Changes". The breakdown will itemize all labour, Material, Plant and equipment costs estimated by the Subcontractor, 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, including those subcontractors cost, are fair and reasonable in view of the terms expressed herein;
 - iii. The labour hours required for the contemplated change will be based on the estimated number of hours to perform the work;
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- iv. Time spent by a working foreman may be included in the number of labour hours, at a rate agreed to in writing by the Contractor and Canada;
- v. Time attributable to material handling, productivity factors and approved rest periods is to be included in the number of hours required by the contemplated change and will not be paid as a separate item under hourly rates;
- vi. Allowances referred to in paragraph 2. d.- "Allowance to the Subcontractor" below are not to be included in the hourly labour rates;
- vii. Credit for work deleted will only be for the work directly associated with the change;
- viii. When a change deletes work which has not yet been performed, Canada is entitled to an adjustment in the Contract Amount equal to the cost the Subcontractor would have incurred had the work not been deleted;
- ix. Allowances referred to in paragraph 2. d. "Allowance to the Subcontractor" below will not be applied to any credit amounts for deleted work;
- x. In those cases where the change involves additions and deletions to the work, the allowances referred to in paragraph 2. d. "Allowance to the Subcontractor" below will apply only when the cost of the additions minus the cost of the deletions would result in an increase in the Contract Amount. The allowance will only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions;
- xi. If the contemplated change in the work necessitates a change in the Contract completion date, or has an impact on the work, the Contractor will identify and include the resulting cost in the breakdown.
- b. Hourly Labour Rates
- i. The hourly labour rates listed in the Subcontractor's breakdown will be determined in accordance with the collective agreements that are applicable at the site of the work and will include:
- (a) the base rate of pay;
 - (b) vacation pay;
 - (c) benefits which includes:
 - Welfare contributions;
 - Pension contributions;
 - Union dues;
 - Training and industry funds contributions; and
 - Other applicable benefits, if any that can be substantiated by the Subcontractor;
 - (d) statutory and legislated requirements, assessed and payable under statutory authority, which includes:
 - Employment Insurance contributions;
 - Canada Pension Plan or Quebec Pension Plan contributions;
 - Worker's Compensation Board or " Commission des normes, de l'équité, de la santé et de la sécurité du travail " premiums;
 - Public Liability and Property Damage insurance premiums; and
 - Health tax premiums.
- ii. In the case of non-union labour, all rates claimed will be in accordance with industry standards and the Subcontractor will provide satisfactory proof of the rates actually paid
- c. Material, Plant and Equipment Costs
- i. The costs of all purchases and rentals will be based on the actual amount paid to the suppliers by the Subcontractor and said costs are to include all applicable discounts.
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d. Allowance to the Subcontractor

- i. The allowances provided will be considered as full compensation for:
 - (a) supervision, coordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount; and
 - (b) miscellaneous additional costs related to
 - The purchase or rental of material, plant and equipment;
 - The purchase of small tools and supplies;
 - Safety and protection measures; and
 - Permits, bonds, insurance, engineering, as built drawings, commissioning, and site office.

3. Price Determination Following Completion of Changes

- a. If it is not possible to predetermine, or if there is failure to agree on the price of a change in the Work, the price of the change will be equal to the aggregate of:
 - i. all reasonable and proper amounts actually expended or legally payable by the 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 SC04 3. c.; and
 - iii. interest on the amounts determined under subparagraphs a. i. and a. ii. of paragraph 3. calculated in accordance with GC5.11, "Interest on Settled Claims";
 - b. The cost of labour, Plant and Material referred to in subparagraph a. i. and a. ii. of paragraph 3 will be limited to the following categories of expenditure:
 - i. payments to subcontractors and suppliers;
 - ii. wages, salaries bonuses and, if applicable, travel and lodging expenses of employees of the Subcontractors located at the site of the Work and that portion of wages, salaries, bonuses and, if applicable, travel and lodging expenses of personnel of the Subcontractor generally employed at the head office or at a general office of the Subcontractor provided they are actually and properly engaged on the Work under the Contract;
 - iii. assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and Applicable Taxes collection costs;
 - iv. rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Subcontractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant has been approved by Canada;
 - v. payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of Canada, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;
 - vi. payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the subcontract;
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- 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 of Canada that are necessary for the performance of the subcontract.

4. Price Determination - Variations in Tendered Quantities

- a. Except as provided in subparagraphs b., c., d. and e., if it appears that the final quantity of labour, Plant and Material under a price per unit item will exceed or be less than the estimated tendered quantity, the Subcontractor will perform the Work or supply the Plant and Material required to complete the item and payment will be made for the actual Work performed or Plant and Material supplied at the price per unit set out in the 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 Subcontractor will, on request, provide Canada with:
 - i. detailed records of the actual cost to the Subcontractor performing or supplying the tendered quantity for the price per unit item up to the time the negotiation was requested; and
 - ii. the estimated unit cost of labour, Plant and Material required for the portion of the item that is in excess of 115 percent of the tendered quantity.
- c. If agreement is not reached as contemplated in subparagraph b., the price per unit will be determined in accordance with paragraph 3. "Price Determination Following Completion of Changes"
- d. If it appears that the final quantity of labour, Plant and Material under a price per unit item will be less than 85 percent of the estimated tendered quantity, either party to the 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 of the Subcontractor for performing or supplying the final quantity; and
 - ii. the difference in unit cost is due solely to the decrease in quantity and not to any other cause.
- e. For the purposes of the negotiation referred to in subparagraph d.
 - i. the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and
 - ii. in no event will the total price for an item that has been amended as a result of a reduction in quantity under subparagraph d., exceed the amount that would have been payable to the Subcontractor had 85 percent of the tendered quantity actually been performed or supplied.

SC06 REPLACEMENT OF SPECIFIC INDIVIDUALS

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
 - 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with the same level of qualifications and experience as the individual who is being replaced. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to
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Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Departmental Representative may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with paragraph 2. The fact that the Departmental Representative does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

- SRE 1 General Information
- SRE 2 Technical Bid Submission Requirements and Evaluation
- SRE 3 Financial Bid Evaluation
- SRE 4 Basis of Selection
- SRE 5 Conduct of Evaluation

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

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

1.2 Submission of Bids

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

1.3 Format of Bids

1.3.1 Technical Bid

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

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

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

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

The order of the Technical Bid should follow the order established in the Submission Requirements Section of the RFP. The maximum number of pages (including text and graphics) to be submitted is 30. The following are not part of this page limitation:

- Covering Letter
- Front Page of the RFP
- Financial Bid
- Resumes (limit 2 page each)
- Form 1, 2, 3, 4 and 5
- Annex E

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

1.3.2 Financial Bid

Bidders must submit their Financial Bid in accordance with the RFP

1.4 Evaluation of Bids

1.4.1. To be declared compliant, a Bid must:

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

1.4.2. Bids not meeting 1.4.1 will be declared non-compliant. Compliant Bids will be evaluated and assigned a score against the criteria described in SRE 2.3.

SRE 2 TECHNICAL BID SUBMISSION REQUIREMENT AND EVALUATION

2.1 Definitions

Note: For the purposes of Article 2.1 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.

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. Bridge/Crossing Rehabilitation/Construction Projects: includes construction or rehabilitation of a new or existing Bridge or crossing.
- ix. Site coordinator: a single individual 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 each project

2.2 Mandatory Technical Criteria:

- i. 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
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requirement. Bids that do not comply with each and every mandatory requirement will be declared non-compliant and be disqualified.

- ii. The mandatory technical criteria are as follows:

M1 Construction Management Project

The Bidder must identify one (1) *Bridge/Crossing Rehabilitation/Construction Projects*, 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 *Bridge/Crossing Rehabilitation/Construction Project* name.
- (b) The Bidder must provide the *Bridge/Crossing Rehabilitation/Construction Project* location.
- (c) The Bidder must provide a description of the *Bridge/Crossing Rehabilitation/Construction Project*.
- (d) The Bidder must provide a description of their role and level of responsibility (i.e. control) of the *Bridge/Crossing Rehabilitation/Construction Project*. Note: Simply stating “Provided CM Services” is insufficient to satisfy this requirement.
- (e) The Bidder must have *Completed* the *Bridge/Crossing Rehabilitation/Construction Project* after November 1, 2009 or the *Building Construction Project* must be *Underway*.
- (f) The Bidder must provide the *Construction Value* of the *Bridge/Crossing Rehabilitation/Construction Project* and it must be at least \$10,000,000.00 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.

M2 Bridge/Crossing Rehabilitation/Construction Project

The bidder must identify one (1) *Bridge/Crossing Rehabilitation/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 *Bridge/Crossing Rehabilitation/Construction Project* name.
- (b) The Bidder must provide the *Bridge/Crossing Rehabilitation/Construction Project* location.
- (c) The Bidder must provide a description of the *Bridge/Crossing Rehabilitation/Construction Project*.
- (d) The Bidder must provide a description of their role and level of responsibility (i.e. control) of the *Bridge/Crossing Rehabilitation/Construction Project*. Note: Simply stating “Provided CM Services” is insufficient to satisfy this requirement.
- (e) The Bidder must have *Completed* the *Bridge/Crossing Rehabilitation/Construction Project* after November 1, 2009 or the *Building Construction Project* must be *Underway*.
- (f) The Bidder must provide the *Construction Value* of the *Bridge/Crossing Rehabilitation/Construction Project* and it must be at least \$10,000,000.00 CAD (applicable taxes excluded).
- (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.

M3 Indigenous Benefits Plan

For a bid to be responsive and be assigned points, the bidder must provide completed tables in Annex E demonstrating how they will meet the objective of each criterion in R5 Indigenous Benefits Plan.

M4 Minimum Score

The Bidder must achieve the minimum number of points of 1015 out 1450 for R1 to R4 of section 2.3 Point-Rated Technical Criteria.

2.3 Point-Rated Technical Criteria:

- i. 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.
- ii. 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 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 have been delivered as a General Contractor, Construction Manager, Design Builder or Public Private Partnership.
- (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 steel and concrete structural repairs in the bridge or crossing;
 - iii. extent of roadway repairs and rehabilitation in a bridge or crossing;
 - iv. extent of multiple utilities services repairs or replacement along a bridge or crossing with multiple stakeholders;
 - 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.
- (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.

	Non Responsive	Inadequate	Weak	Adequate	Fully Satisfactory	Strong
	0 Point	2 Points	4 Points	6 Points	8 Points	10 Points
		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	Did not submit information which could be evaluated	- Sample projects generally not related to this project's needs	- Sample projects only marginally related to this project's needs	- Sample projects generally related to this project's needs	- Sample projects are closely related to this project's needs	- Sample projects are almost identical to this project's needs
R1.2		- Explanation of variances, mitigation strategy and its success is poor	- 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 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 project as presented in the Terms of Reference.

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

Key Personnel:

1. Senior 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;
- (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. Senior 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;
- (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. Site Coordinator

- (a) Similar role, responsibility and degree of involvement in past projects;
- (b) Should have a minimum of seven (7) years of experience in Civil and Structure design coordination;
- (c) Academic and other relevant qualifications, membership associations, etc., and include accomplishments and achievements;
- (d) Demonstrate experience integrating Structural and Civil 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.

	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	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

		experience				
		- 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: 580)

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 in accordance with the 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) Describe the decision making process and who makes the final decision; and
- (d) Availability of senior management should an issue arise.

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 management methodology, explain how 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.
 - (j) The Bidder's approach to Environmental Management; Describe how the Bidder will implement an Environmental Management Plan
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	Non Responsive	Inadequate	Weak	Adequate	Fully Satisfactory	Strong
	0 Point	2 Points	4 Points	6 Points	8 Points	10 Points
		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	Did not submit information which could be evaluated	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 understanding s 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: 80)

- 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.

	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	Just fails to meet the desirable minimum <u>For example:</u> - Bidder does not have	Meets the desirable minimum <u>For example:</u> - Bidder has minimum qualifications	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

		and experience	minimum qualifications and experience	and experience		experienced
		- Little capability to meet performance requirements	- Just below acceptable capability	- Minimum acceptable capability, should meet minimum performance	- Satisfactory capability, should ensure effective results	- Superior capability, should ensure effective results

R5 Indigenous Benefits Plan (Maximum points: 60)

The Government of Canada is committed to reconciliation and meaningful engagement with Indigenous Businesses and Peoples. Bidders are required to include a plan for meaningful employment, sub-contracting, training, skills development/apprenticeship opportunities for Indigenous Businesses and Peoples throughout the duration of the project.

Meaningful engagement with Indigenous peoples across Canada is a priority of the Federal government and our Departments. Public Service and Procurement Canada has worked successfully in the past to leverage training opportunities, employment, sub-contracting and capacity building for Indigenous Businesses and Peoples and is pleased to continue working collaboratively with Indigenous communities and stakeholders on Federal projects. In particular, the successful bidder is expected to:

- To assist in the development of Indigenous workers and businesses that will contribute to the economic development of Indigenous communities.
- Help stimulate Indigenous employment and business development.
- Provide opportunity for Indigenous businesses through sub-contracting and/or joint ventures with the general business community when bidding on tenders.
- Build Indigenous capacity by providing on the job training, skills development/apprenticeship.
- Address both direct and indirect benefits to Indigenous communities

Scoring of IBPs

For a bid to be responsive and be assigned points, the Bidder must provide completed tables in Annex E demonstrating how they will meet the objective of each criterion.

Bidders must provide details of the Indigenous Benefits for Skills Development, Human Resources, Businesses (Goods, Services, and Sub-Contracting), Innovative Approaches and Other Measures, by Indigenous Firms in each respective table in Annex E – Indigenous Benefits Plan and Certification.

The Bidder's proposal is to include a clear description of the minimum amount of Indigenous Benefits committed to (Skills Development, Human Resources, Businesses, including Goods, Services, and Sub-Contracting, and Innovative Approaches and Other Measures).

Every effort should be made to ensure the Indigenous Benefits Plan provides maximum benefits related to capacity of the local Indigenous Nations.

The successful Bidder is required to submit the Final Indigenous Benefits Plan for Canada's approval after Contract Award. (See TOR section 4.4.13 for further detail)

Indigenous Benefits Plan

The IBP will be point rated and covers direct and non-direct benefits for this tender. Direct benefits refers to Indigenous employment, including opportunities as the Subcontractor, its Sub-Sub-Contractors, or employees and/or personnel within the Bidder's team members. Non-direct benefits refer to measures where there is a lack of Indigenous business capacity which can be developed by specialized training, internships and/or apprenticeships and any other proposed opportunities.

The Bidder's proposal is to include a clear description of the minimum amount of Indigenous Benefits committed to (Skills Development, Human Resources, Businesses, including Goods, Services, and Sub-Contracting, and Innovative Approaches and Other Measures) during Construction Period of the project and describe how the Bidder will address the contractual requirements of this procurement for the inclusion of the sub-contracting of Indigenous Firms.

Indigenous Business Capacity

To identify Indigenous business capacity, bidders are encouraged to contact:

- 1) Kitigan Zibi Anishinabeg**
Administration office
P.O. Box 309
1 Paganakomin Mikan
Maniwaki, Quebec J9E 3C9
Contact: 819-449-5170, toll-free at 1-888-449-5170
 - 2) Algonquins of Pikwàkanagàn First Nation**
1657A Mishomis Inamo
Pikwàkanagàn, ON, CANADA
K0J 1X0
T: 613-625-2800
F: 613-625-2332
 - 3) Algonquin Anishinabeg Nation Tribal Council**
Contact: Don Bilodeau
81 Kichi Mikan, Kitigan Zibi, Québec J9E 3C3
T: 819-449-1225
 - 4) Aboriginal Apprenticeship Board of Ontario**
Sarah Monture – Executive Director
Email: saramonture@aabo.ca
Tel: 905-516-0582
Website: <https://aabo.ca/>
 - 5) Kigita Mikam – Aboriginal Training and Employment Inc.**
Ottawa Office
Lydia Bélanger - Director
815 St. Laurent Blvd., Room 231
Ottawa, ON K1K 3A7
Email: lydia@kagitamikam.ca
Tel: 613-565-8333
Website: <https://kagitamikam.com/contact/>
 - 6) Employment and Social Services Canada (ESDC)**
-

<https://www.canada.ca/en/employment-social-development/programs/indigenous-skills-employment-training/service-delivery-organizations.html>

7) Public Services and Procurement Canada

Keri-Lee Doré
Email : keri-lee.dore@tpsgc-pwgsc.gc.ca
Tel: 343-551-4977

8) Office of Small and Medium Enterprise:

National Capital Region
(Ottawa and Gatineau)
L'Esplanade Laurier
300 Laurier Avenue West
M1-suite 104
Ottawa ON K1A 0S5
Telephone: 873-355-9796
Fax: 613-943-8814
Email: TPSGC.PARCNBPME-APNCROSME.PWGSC@tpsgc-pwgsc.gc.ca

9) Odawa Friendship Centre

Kimberly Jerome, Executive Director
Email: executive.director@odawa.on.ca
815 St. Laurent Blvd, Ottawa, ON K1K 3A7
Phone: 613-722-3811
Website: <http://www.odawa.on.ca/>

Indigenous Benefits Plan Criteria

ITEM		Available Points												
R5.1	<p>Skills Development:</p> <p>Bidders will be evaluated on their commitment to on-the-job training programs for Indigenous Peoples in the provinces of Quebec and Ontario and Indigenous Peoples in the rest of Canada, at no additional cost under this Contract.</p> <p>To establish the Skills Development score, each responsive bid will be prorated against the bidder proposing the highest number of total Indigenous training hours, with the proposal committing to the highest number of training hours receiving full points.</p> <p>EXAMPLE:</p> <table><tr><td></td><td>Bidder 1</td><td>Bidder 2</td><td>Bidder 3</td></tr><tr><td>Total number of Indigenous training hours proposed</td><td>700</td><td>350</td><td>600</td></tr><tr><td>Calculation of points</td><td>700/700 = 100% of</td><td>350/700 = 50% of total</td><td>600/700 = 86% of total</td></tr></table>		Bidder 1	Bidder 2	Bidder 3	Total number of Indigenous training hours proposed	700	350	600	Calculation of points	700/700 = 100% of	350/700 = 50% of total	600/700 = 86% of total	/15
	Bidder 1	Bidder 2	Bidder 3											
Total number of Indigenous training hours proposed	700	350	600											
Calculation of points	700/700 = 100% of	350/700 = 50% of total	600/700 = 86% of total											

		total points available = 15	points available = 7.5	points available = 12.9													
R5.2	<p>Human Resources:</p> <p>Bidder will be evaluated on their commitment to the direct employment (directly employed by the Prime Contractor), of Indigenous Peoples in the provinces of Quebec and Ontario and Indigenous Peoples in the rest of Canada.</p> <p>Indigenous employment will be confirmed during the Contract based on supporting documentation provided by the Contractor.</p> <p>To establish the Human Resources score, each responsive bid will be prorated against the bidder proposing the highest number of total Indigenous labour hours, with the proposal committing to the highest number of labour hours receiving full points.</p> <p>EXAMPLE:</p> <table><tr><td></td><td>Bidder 1</td><td>Bidder 2</td><td>Bidder 3</td></tr><tr><td>Total number of Indigenous labour hours proposed</td><td>14,000</td><td>2,400</td><td>15,000</td></tr><tr><td>Calculation of points</td><td>14,000/15,000 = 93% of total points available = 13.95</td><td>2,400/15,000 = 15% of total points available = 2.4</td><td>15,000/15,000 = 100% of total points available = 15</td></tr></table>					Bidder 1	Bidder 2	Bidder 3	Total number of Indigenous labour hours proposed	14,000	2,400	15,000	Calculation of points	14,000/15,000 = 93% of total points available = 13.95	2,400/15,000 = 15% of total points available = 2.4	15,000/15,000 = 100% of total points available = 15	/15
	Bidder 1	Bidder 2	Bidder 3														
Total number of Indigenous labour hours proposed	14,000	2,400	15,000														
Calculation of points	14,000/15,000 = 93% of total points available = 13.95	2,400/15,000 = 15% of total points available = 2.4	15,000/15,000 = 100% of total points available = 15														
R5.3	<p>Business Plan (Includes Goods and Services Provided by Indigenous Firms, including subcontracting):</p> <p>Bidders will be evaluated on their commitment to offer goods and/or services from Indigenous Firms in the provinces of Quebec and Ontario and Indigenous Firms in the rest of Canada, as defined below.</p> <p>For the purposes of this requirement, an Indigenous firm is defined as a sole proprietorship, limited company, co-operative, partnership, or not-for-profit organization. To be considered an Indigenous firm the following criteria must be met:</p> <ul style="list-style-type: none">• at least 51 per cent of the firm is Indigenous owned and controlled by Indigenous individuals or communities, and;• at least one third of the firm's employees, if it has six or more full-time staff, must be Indigenous. <p>If a firm is forming a joint venture, at least 51 per cent of the joint venture must be controlled and owned by an Indigenous Firm, as defined above.</p> <p>To establish the Business Plan score, each responsive bid will be prorated against the bidder proposing the highest value committed to Indigenous Firms, with the proposal committing to the highest value committed receiving full points.</p> <p>EXAMPLE:</p>				/15												

		Bidder 1	Bidder 2	Bidder 3													
	Amount committed to Indigenous Firms	\$114,000	\$76,000	\$200,000													
	Calculation of points	114/200= 57% of total points available = 8.55	76/200= 38% of total points available = 5.7	200/200 = 100% of total points available = 15													
R5.4	<p>Innovative Approaches and Other Measures:</p> <p>Bidders will be evaluated on their commitment to offer other benefits such as internships, bursaries, scholarships, etc. to Indigenous Peoples in the provinces of Quebec and Ontario and Indigenous Peoples in the rest of Canada, at no additional cost under this Contract.</p> <p>To establish the Innovative Approaches and Other Measures score, each responsive bid will be prorated against the Bidder proposing the highest value, with the proposal committing to the highest value receiving full points.</p> <p>EXAMPLE:</p> <table border="1"> <tr> <td></td><td>Bidder 1</td><td>Bidder 2</td><td>Bidder 3</td></tr> <tr> <td>Amount committed to Indigenous Firms in the form of other benefits.</td><td>\$57,000</td><td>\$38,000</td><td>\$100,000</td></tr> <tr> <td>Calculation of points</td><td>57/100 = 57% of total points available = 8.55</td><td>38/100 = 38% of total points available = 5.7</td><td>100/100 = 100% of total points available = 15</td></tr> </table>					Bidder 1	Bidder 2	Bidder 3	Amount committed to Indigenous Firms in the form of other benefits.	\$57,000	\$38,000	\$100,000	Calculation of points	57/100 = 57% of total points available = 8.55	38/100 = 38% of total points available = 5.7	100/100 = 100% of total points available = 15	/15
	Bidder 1	Bidder 2	Bidder 3														
Amount committed to Indigenous Firms in the form of other benefits.	\$57,000	\$38,000	\$100,000														
Calculation of points	57/100 = 57% of total points available = 8.55	38/100 = 38% of total points available = 5.7	100/100 = 100% of total points available = 15														

Total IBP Score Calculation Example

Total IBP Score (maximum 60) = Section R5.1 score + Section R5.2 score + Section R5.3 score + Section R5.4 score

IBP Rating (maximum 10) = Total IBP Score/60 *10

	Bidder 1	Bidder 2	Bidder 3
R5.1 Skills Development	15	7.5	12.9
R5.2 Human Resources	13.95	2.4	15
R5.3 Business Plan	8.55	5.7	15
R5.4 Innovative Approaches and Other Approaches	8.55	5.7	15
<i>Total IBP Score (/60)</i>	<i>46.05</i>	<i>21.3</i>	<i>57.9</i>
IBP Rating (%)	7.68	3.55	9.65

2.4 Evaluation Process:

The evaluation process for the technical bid is as follows:

2.2 Mandatory Technical Requirements				
Item	Mandatory Technical Requirements: Pass/Fail	Meets	Does Not Meet	Pass/Fail
M1	Construction Management Project			
M2	Bridge/Crossing Rehabilitation/Construction Project			
M3	Indigenous Benefits Plan			
M4	Minimum Score			
2.3 Point-Rated Technical Requirements				
Item	Maximum Score R1-R4: 1450 Mandatory Minimum Points R1-R4: 1015	Score	Weight	Weighted Score
R1	Experience of the Bidder Maximum Points 370			
Project #1				
R1.1	Representative project relevance	0-10	6	60
R1.2	Management of representative projects	0-10	10	100
Project #2				
R1.1	Representative project relevance	0-10	6	60
R1.2	Management of representative projects	0-10	10	100
Either Project #1 or #2				
R1.3	Representative Project Reporting	0-10	5	50
R2	Experience of Key Personnel of the Bidder Maximum Points 420			
	Senior Project Manager	0-10	12	120
	Senior Superintendent	0-10	12	120
	Site Coordinator	0-10	8	80
	Schedule Manager	0-10	5	50
	Cost Manager	0-10	5	50
R3	Approach and Methodology of the Bidder Maximum Points 580			
R3.1	Organization	0-10	8	80
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 management methodology	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
R3.2.j	Environmental Management	0-10	5	50
R4	Management of Challenges and Issues Maximum Points 80			
R4.1.	Major challenges approach and methodology	0-10	8	80
R5	Indigenous Business Plan			

	Maximum Points 60			
R5.1	Skills Development	0-15		
R5.2	Human Resources	0-15		
R5.3	Business Plan	0-15		
R5.4	Innovative Approaches and Other Measures	0-15		

SRE 3 FINANCIAL BID EVALUATION

- (a) The Total Bid Amount and Bid Security in accordance with GI08 Bid Security Requirements of R2710T 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.
- (b) As per the **BID AND ACCEPTANCE FORM**, the Total Bid Amount identified in **BA03 THE OFFER** will be used to establish the Bidder's Bid Price.
- (c) 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.

SRE 4 BASIS OF SELECTION

- (a) To be declared responsive, a bid must:
- Comply with all the requirements of the bid solicitation;
 - Obtain the required minimum points, **1015 out of 1450 points** for the total of the technical bid evaluation criteria R1 to R4 which are subject to point rating; and
 - The price bid must consist of the Bid and Acceptance Form, BA03 The Offer duly completed and accompanied by the required bid security.

- (b) Bids not meeting (i), (ii) and (iii) above will be declared non-compliant.

- (c) The selection will be based on the highest responsive combined rating of technical merit, Indigenous Benefits Plan and price. The ratio will be 45% for technical merit, 10% for Indigenous Benefits Plan and 45% for price.

- (d) The technical merit score for each responsive bid will be determined as follows:

The sum total of the Bidder's point-rated technical criterion scores for R1 – R4, divided by the 1450 available technical criterion points, multiplied by 45.

Technical Merit Score = Total Points / 1450 X 45

- (e) The socio-economic score for each responsive bid will be determined as follows:

The sum total of the Bidder's point-rated criterion scores for R5 – Indigenous Benefits Plan, divided by the 60 available criterion points, multiplied by 10.

Indigenous Benefits Plan Score = Total Points / 60 X 10

- (f) To establish the price score, the responsive bid with the lowest Bid Price is given a pricing score of 45, while other responsive bids receive a prorated pricing score based on the ratio of the lowest responsive Bid Price to their Bid Price multiplied by 45.

Price Score = Lowest Bid Price / Bid Price X 45

- (g) For each responsive bid, the technical merit score, the Indigenous Benefits Plan score and the price score will be added to determine its combined rating of technical merit, Indigenous Benefits Plan, and price, as follows:

$$\text{Combined Rating} = \text{Technical Merit Score} + \text{Indigenous Benefits Plan Score} + \text{Price Score}$$

- (h) 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.
- (i) If more than one Bidder is ranked first because of identical overall scores, then the Bidder submitting the lowest bid amount will be selected.
- (j) The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by 45% for technical merit, 10% for Indigenous Benefits Plan and 45% for price. The Total available points equals 135 and the lowest evaluated price is \$45,000.

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score (out of 135)		115/135	89/135	92/135
Overall Indigenous Benefit Plan Score		45/60	30/60	60/60
Bid Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 45 = 38.33$	$89/135 \times 45 = 29.67$	$92/135 \times 45 = 30.67$
	Indigenous Benefits Plan Score	$45/60 \times 10 = 7.50$	$30/60 \times 10 = 5.00$	$60/60 \times 10 = 10.00$
	Pricing Score	$45000/55000 \times 45 = 36.82$	$45000/50000 \times 45 = 40.50$	$45000/45000 \times 45 = 45.00$
	Combined Rating	82.65	75.17	85.67
Overall Rating		2 nd	3 rd	1 st

SRE 5 CONDUCT OF EVALUATION

- (a) In conducting its evaluation of the proposals, Canada may, but will have no obligation, to do the following:
- seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFP;
 - contact any or all references supplied by Bidders to verify and validate any information submitted by them;
 - request, before award of any contract, specific information with respect to Bidders' legal status;
 - 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;

- v. 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;
 - vi. verify any information provided by Bidders through independent research, use of any government sources or by contacting third parties; and
 - vii. 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.
- (b) 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.

**SRE - FORM 1 - 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- either Project #1 or #2		
R1.1- Project #2		
R1.2- Project #2		
R2.1		
R2.2		
R2.3		
R2.4		
R2.5		
R3.1		
R3.2		
R4.1		

SRE - FORM 2 - CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT M1 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 Bridge/Crossing Rehabilitation/Construction Project	
4	<p>Was the project <i>Completed</i> after November 1, 2009 or is it <i>Underway</i>?</p> <p>Completed: means a project where all the terms and conditions of the contract were met and where a final certificate of completion has been issued or a final invoice paid and where the date on the certificate or payment instrument indicates the date of completion.</p> <p>Underway: means a project currently in progress commenced after November 1, 2009 and minimum 80% construction costs incurred.</p>	<p>Completed (YES or NO)</p> <p>Completion Date: _____</p> <p>OR</p> <p>Underway (YES or NO)</p> <p>% complete: _____</p>
5	<p>Did the total Construction Value, excluding applicable taxes exceed \$10,000,000.00?</p> <p>Construction Value: 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>	

Solicitation No. - N° de l'invitation
EH990-212186A

Amd. No. - N° de la modif.
000

Buyer ID - Id de l'acheteur
fg347

Client Ref. No. - N° de réf. du client
2021286

File No. - N° du dossier
FG347 / EH990-212186A

N° du projet – Project No.
R.095392.004

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: _____

SRE - FORM 3 - CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT M2 BRIDGE/CROSSING REHABILITATION/CONSTRUCTION PROJECT

To be completed by client (Project Reference)

This hereby confirms that the following Contractor _____

functioned in the role of General Contractor or 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 Bridge/Crossing Rehabilitation/Construction Project	
4	<p>Was the project <i>Completed</i> after November 1, 2009 or is it <i>Underway</i>?</p> <p>Completed: means a project where all the terms and conditions of the contract were met and where a final certificate of completion has been issued or a final invoice paid and where the date on the certificate or payment instrument indicates the date of completion.</p> <p>Underway: means a project currently in progress commenced after November 1, 2009 and minimum 80% construction costs incurred.</p>	<p>Completed (YES or NO)</p> <p>Completion Date: _____</p> <p>OR</p> <p>Underway (YES or NO)</p> <p>% complete: _____</p>
5	<p>Did the total Construction Value, excluding applicable taxes exceed \$10,000,000.00?</p> <p>Construction Value: 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>	

Solicitation No. - N° de l'invitation
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Amd. No. - N° de la modif.
000

Buyer ID - Id de l'acheteur
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Client Ref. No. - N° de réf. du client
2021286

File No. - N° du dossier
FG347 / EH990-212186A

N° du projet – Project No.
R.095392.004

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: _____

SRE - FORM 4 - 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	Was the project <i>Completed</i> ? When was the project <i>Completed</i> ? 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.	Completed (YES or NO) Completion Date: _____
4	What was the total <i>Construction Value</i> , applicable taxes excluded? Construction Value: Means the final cost of the contract between client and firm, including all amendments.	

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: _____

Solicitation No. - N° de l'invitation
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File No. - N° du dossier
FG347 / EH990-212186A

N° du projet – Project No.
R.095392.004

Contractor Information:

Contractor Full Legal Name: _____

Contractor Authorized Representative

Name: _____

Title: _____

Telephone: _____

Email: _____

SRE - FORM 5 - 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	<p>Was the project <i>Completed</i>? When was the project <i>Completed</i>?</p> <p>Completed: means a project where all the terms and conditions of the contract were met and where a final certificate of completion has been issued or a final invoice paid and where the date on the certificate or payment instrument indicates the date of completion.</p>	<p>Completed (YES or NO)</p> <p>Completion Date: _____</p>
4	<p>What was the total <i>Construction Value</i>, applicable taxes excluded?</p> <p>Construction Value: Means the final cost of the contract between client and firm, including all amendments.</p>	

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: _____

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Contractor Information:

Contractor Full Legal Name: _____

Contractor Authorized Representative

Name: _____

Title: _____

Telephone: _____

Email: _____

BID AND ACCEPTANCE FORM (BA) (3 pages)

BA01 IDENTIFICATION: Construction Management Services
Hull Causeway Widening and the Union Bridge Rehabilitation

BA02 BUSINESS NAME AND ADDRESS OF BIDDER:

Legal Name: _____

Operating Name (if any): _____

Address: _____

Telephone: _____ Fax: _____

Procurement Business Number: _____

E-Mail address: _____

Industrial Security Program Organisation Number (ISP ORG#) _____

BA03 THE OFFER

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

\$ _____ excluding Applicable Taxes.

(To be expressed in numbers only)

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

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

i) Pre-Construction

\$ _____ X 1 month = \$ _____

ii) Construction

\$ _____ X 13 months = \$ _____

iii) Post-Construction

\$ _____ X 3 months = \$ _____

Total Sum Fixed Monthly Fee (Item i+ii+iii) \$ _____ (a)

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

\$ _____ % X \$ 17,330,000.00 = \$ _____ (b)

- (c) Estimated Construction Cost: (Item 2 of Annex B - Basis of Payment) = **\$ 17,330,000.00 (c)**

Note: Item (c) is for information purposes only and will not be used to calculate the Total Bid Amount, but will be included in the total contract award value.

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

- (e) Cash Allowance for Permits (Item 3. ii. of Annex B - Basis of Payment) **\$ 100,000.00 (e)**
Note: Item (e) is for information purposes only and will not be used to calculate the Total Bid Amount but will be included in the total contract award value.

- (f) Per Diem Rates, (Item 1.c. of Annex "B" - Basis of Payment). \$ _____ (f)

Per Diem Rates

Personnel Rate Table				
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	Senior Project Manager	\$	100	\$
2	Intermediate Project Manager	\$	200	\$
3	Senior Superintendent	\$	100	\$
4	Assistant Superintendent	\$	200	\$
5	Site Coordinator	\$	80	\$
6	Schedule Manager	\$	80	\$
7	Cost Manager	\$	80	\$
8	Site Health & Safety Officer	\$	80	\$
Total Sum of E1:E8, excluding taxes:				\$ (f)
Notes to Bidders: <i>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 will be used to calculate the Total Bid Amount (TBA) for Evaluation Purposes for Personnel Rate Table.</i>				
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 B. Payment for any additional services or personnel will be based on the hourly rate and paid on the basis of actual hours worked.				
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 or b. above will render the bid non-responsive.				
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.				

2. Canada may reject the bid if any of the prices submitted, including the per diem rates supplied under, do not reasonably reflect the cost of performing the part of the work to which that price applies.

3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.

BA04 BID VALIDITY PERIOD

1. The Bid will not be withdrawn for a period of (120) days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

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

BA06 CONSTRUCTION TIME

1. The full scope of work is to be completed within (17) months from contract award.

BA07 BID SECURITY

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

BA08 SIGNATURE

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

Signature

Date

APPENDIX 1 - INTEGRITY PROVISIONS - LIST OF NAMES

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

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

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

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ANNEX A - TERMS OF REFERENCE

(See section Attachments on Buy and Sell)

ANNEX B - 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

1. Contractor's Fee

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

a. Fixed Monthly Fee

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

The fixed monthly fee will include:

- all overhead, administration, mark-up and profit for the Contractor's operations, including, but not limited to standard office expenses such as any photocopying, computer and software costs, Internet, all telephone and fax, cellular telephones, depreciation, rent and maintenance of office facilities, furniture, office equipment and supplies, taxi charges, parking. Note: Site office costs are included in the percent construction fee.
- the actual cost of all personnel employed or contracted by the Contractor to deliver the services specified in the Terms of Reference and includes all payroll costs such as salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums and any other benefits. Do not include contracted personnel of sub-trades that will perform the construction;
- 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, of the Contractor's personnel;
- All other costs which may be considered disbursements unless specifically listed;
- Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work, unless otherwise expressly provided herein;
- All field personnel such as superintendents, health and safety officers, assistant superintendents, field engineers, commissioning agent, etc., including vehicles and vehicle expenses

b. Percent Construction Fee

The percent construction fee includes:

- The Contractor's percentage mark-up for overhead, profit and general administration costs that are not included in ii. (below).
 - 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.
 - All costs that have not been identified for reimbursement under the Basis of Payment - Fixed Monthly Fee, Additional Personnel, Construction Costs and Allowable Disbursements will be included in the Percent Construction Fee. The
-

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

c. Additional Personnel

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

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

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

2. Construction Costs

Determination of Construction Cost will be in accordance with the SUPPLEMENTARY CONDITIONS (SC).
Construction Costs will be reimbursed in accordance with GC5 - Terms of Payment.

Construction Costs will include:

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

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

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

However, the Contractor will be reimbursed for the labour expended by the Contractor's carpenters and general site labourers for any physical construction work related to Division 1 which received prior approval from the Departmental Representative. Site labour costs that have been authorized by the Departmental Representative will be paid monthly in arrears.

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

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

3. Allowable Disbursements

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

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

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ANNEX C - CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE

(not required at bid submission)



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Page 1 of 2

Description and Location of Work				Contract No.		
				Project No.		
Name of Insurer, Broker or Agent		Address (No., Street)		City	Province	Postal Code
Name of Insured (Contractor)		Address (No., Street)		City	Province	Postal Code
Additional Insured (All Policies) Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services.						
Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General Liability Umbrella/Excess				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
Wrap-Up General Liability Umbrella/Excess				\$	\$	\$
				\$	\$	\$
Pollution Liability				\$		Aggregate
				<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		\$
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.						
<div></div>				<div></div>		
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)				Telephone number		
<div></div>				<div></div>		
Signature				Date D / M / Y		

CERTIFICATE OF INSURANCE Page 2 of 2

General

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

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

Commercial General Liability

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

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

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

The policy must have the following minimum limits:

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

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

Wrap-Up General Liability

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

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

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

- (e) Damage to existing structure

The policy must have the following minimum limits:

- (a) **\$2,000,000** Each Occurrence Limit; and
- (b) **\$5,000,000** Completed Operations Aggregate Limit.

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

The Insurer must provide a waiver of subrogation against any named or additional insured.

Contractors Pollution Liability

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

ANNEX D - SECURITY REQUIREMENT CHECK LIST (SRCL)

Government
of Canada
Gouvernement
du Canada

Contract Number / Numéro du contrat

EH990-212186

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Government
of CanadaGouvernement
du Canada

Contract Number / Numéro du contrat

EH990-212186

Security Classification / Classification de sécurité
UNCLASSIFIED**PART A (continued) / PARTIE A (suite)**

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

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

Document Number / Numéro du document :

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

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

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITE | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET – SIGINT
TRÈS SECRET – SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No ☐ Yes
Non Oui**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)****INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

PRODUCTION

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

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

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

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

Government
of CanadaGouvernement
du Canada

Contract Number / Numéro du contrat

EH990-212186

Security Classification / Classification de sécurité
UNCLASSIFIED**PART C - (continued) / PARTIE C - (suite)**

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

☒ No
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 « Classification de sécurité » au haut et au bas du formulaire.

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

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

☒ No
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).

ANNEX E – INDIGENOUS BENEFITS PLAN AND CERTIFICATION

1. At the time of bid submission, the bidders **must** provide the following information - The tables below may be used as a guide by bidders to submit their proposals.

2. Information provided may be subject to verification.

Table 1 – Skills Development

Skills Development	Total Hours
Include total hours of training proposed.	
Describe proposed skills development:	

Table 2 – Human Resources

Human Resources	Total Hours
Include total labour hours proposed.	
Provide a breakdown of proposed labour hours:	

Table 3 – Business Plan

Business Plan	Value
Value to be subcontracted to Indigenous firms	\$
Provide a breakdown of proposed goods and services to be provided:	

Table 4 – Innovative Approaches and Other Measures

Innovative Approaches and Other Measures	Value
Value of innovative approaches and other measures	\$
Provide a breakdown of proposed innovative approaches and other measures to be provided:	

Bidder Certification

The Bidder must submit the following certification if an IBP is being provided, at time of bid submission.

INDIGENOUS BENEFITS PLAN CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

The bidder authorized signatory certifies its IBP for contracting submitted with its bid is accurate and complete and acknowledges there is no conflict of interest with its subcontractors, as indicated in GI17 – Conflict of Interest – Unfair Advantage.