

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Travaux publics et Services gouvernementaux
Canada**
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7 ième étage
Montréal
Québec
H5A 1L6
FAX pour soumissions: (514) 496-3822

Request For a Standing Offer
Demande d'offre à commandes

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7 ième étage
Montréal
Québec
H5A 1L6

Title - Sujet OC génie mécanique/électrique	
Solicitation No. - N° de l'invitation EF930-121863/A	Date 2012-03-22
Client Reference No. - N° de référence du client EF930-12-1863	GETS Ref. No. - N° de réf. de SEAG PW-\$MTC-015-12000
File No. - N° de dossier MTC-1-34324 (015)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-08	
Time Zone Fuseau horaire Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée .	
Address Enquiries to: - Adresser toutes questions à: Desmarais, Jacques	Buyer Id - Id de l'acheteur mtc015
Telephone No. - N° de téléphone (514)496-3408 ()	FAX No. - N° de FAX (514)496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA CE-SPT-SAG COE-PTS-AES Place Bonaventure, Portail Sud-Est Suite 7300 800, rue de la Gauchetière Ouest Montréal Québec H5A 1L6 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes


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

<div><div><div><div>Public Works and Government Services Canada</div></div><div>Travaux publics et Services gouvernementaux Canada</div></div></div> <div>N° du documentEF930-121863/A</div> <div>Part - Partie 1 of - de 2</div>		See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions						
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	OC génie mécanique/électrique	EF930	EF930	1	Lot	\$XXXXXXXXXXXX		

Solicitation No. - N° de l'invitation

EF930-121863/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mtc015

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

EF930-12-1863

MTC-1-34324

REQUEST FOR STANDING OFFER

No EF930-121863

REQUEST FOR STANDING OFFER IN ELECTRICAL AND MECHANICAL ENGINEERING FOR QUEBEC REGION, Quebec

For information:
Jacques Desmarais
Supply specialist
Tel. : (514) 496-3408
Fax : (514) 496-3822

Public Works and Government Services Canada
Montreal

March 2012

※

Refer to pdf file.

REQUEST FOR STANDING OFFER

N°EF930-121863

**REQUEST FOR STANDING OFFER
IN ELECTRICAL AND MECHANICAL ENGINEERING
FOR QUEBEC REGION, Quebec**

For information:
Jacques Desmarais
Supply specialist
Tel. : (514) 496-3408
Fax : (514) 496-3822

Public Works and Government Services Canada

Montreal
March 2012

REQUEST FOR STANDING OFFER (RFSO)

TABLE OF CONTENTS

Front Page

Supplementary Instructions to Proponents (SI)

General Instructions to Proponents (GI)

Standing Offer Particulars (SP)

Terms and Conditions

- General Conditions (GC)
- Supplementary Conditions (SC)
- Terms of Payment (TP)
- Consultant Services (CS)
- Calculation of Fees (CF)

Standing Offer Brief

- General Objectives (GO)
- Project Administration (PA)
- Required Services (RS)
- Additional Services (AS)

Submission Requirements and Evaluation (SRE)

Appendix A - Declaration/Certifications Form

Appendix B - Price Proposal Form

Appendix C - Doing Business

SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI 1 SECURITY REQUIREMENTS

Proponents are hereby informed that there is a strong possibility that some call-ups against the Standing Offers might require that the consultants and their personnel possesses a Facility Security Clearance (FSC) at the RELIABILITY STATUS level issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).

Should the successful proponents not have the level of security indicated above, PWGSC shall sponsor the successful proponents so CISD can initiate procedures for security clearance. CISD, by letter, shall forward documentation to the successful proponents for completion.

Proponents desiring such sponsorship should so indicate in their covering letter with their proposal.

GENERAL INSTRUCTIONS TO PROPONENTS (GI)

Code of Conduct for Procurement

- GI 1 Introduction
- GI 2 Procurement Business Number
- GI 3 Contracting Authority
- GI 4 Departmental Representative
- GI 5 Quantity
- GI 6 PWGSC Obligation
- GI 7 Responsive Proposals
- GI 8 Communications - Solicitation Period
- GI 9 Overview of Selection Process
- GI 10 Submission of Proposal
- GI 11 Non-Acceptance of Electronically Transmitted Proposals
- GI 12 Evaluation of Price
- GI 13 Limitation of Submissions
- GI 14 Licensing Requirements
- GI 15 Rejection of Proposal
- GI 16 Federal Contractors Program
- GI 17 Insurance Requirements
- GI 18 Joint Venture
- GI 19 Late Submissions
- GI 20 Definition of Proponent and Legal Capacity
- GI 21 Debriefing
- GI 22 Financial Capability
- GI 23 Revision of Proposal
- GI 24 Performance Evaluation
- GI 25 Proposal Costs
- GI 26 Conflict of Interest - Unfair Advantage
- GI 27 Limitation of Liability

GENERAL INSTRUCTIONS TO PROPONENTS

Code of Conduct for Procurement

1. To comply with the Code of Conduct for Procurement, (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) proponents must respond to Request for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the RFSO and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the contract. To ensure fairness, openness and transparency in the bidding process, the following activities are prohibited:
 - (a) payment of a contingency fee by any party to a contract to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) (<http://laws.justice.gc.ca/eng/acts/L-12.4m>) applies;
 - (b) corruption, collusion, bid-rigging or any other anti-competitive activity in the bidding process for contracts for the provision of goods or services.
2. By submitting a proposal, the Proponent certifies that neither the Proponent nor any of the Proponent's Affiliates has ever been convicted of a criminal offence in respect of the activities stated in (a) or (b) above or is the subject of outstanding criminal charges in respect of such activities filed subsequent to September 1, 2010.
3. Proponents further understand that the commission of certain offences will render them ineligible to be awarded a contract. By submitting a proposal, the Proponent certifies that neither the Proponent nor any of the Proponent's Affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of an offence under any of the following provisions:

Section 121 (*Frauds on the government and Contractor subscribing to election fund*), Section 124 (*Selling or Purchasing Office*), Section 380 (*Fraud committed against Her Majesty*) or Section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph 80(1)(d) (*False entry, certificate or return*) subsection 80(2) (*Fraud against Her Majesty*) or Section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.
4. For the purpose of this section, business concerns, organizations or individuals are Proponent's Affiliates if, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Proponent that is charged or convicted, as the case may be.
5. Except in the limited circumstances set out in subsection 6 below, the Contracting Authority will declare non-responsive any proposal in respect of which the information contained in the certifications contemplated above is determined to be untrue in any respect by the Contracting Authority.
6. Subsection 5 has no application in the circumstances where a Proponent has pled guilty of an offence contemplated in Section 1, 1. (b) and the Proponent has provided with its proposal an assurance from the Competition Bureau of Canada indicating that the Proponent has been granted leniency, or in the circumstances where the Proponent provides documentation from the National Parole Board that the Proponent has obtained a criminal pardon in relation to such offence.
7. The Proponent acknowledges and agrees that the certifications contemplated must remain valid during the period of any resulting standing offer arising from this RFSO and any call-up made under the Standing Offer.

GI 1 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting consulting firms with Electrical and Mechanical Engineering expertise to submit proposals for Standing Offers in the Montreal and Quebec City areas. This combined procurement will follow a one phase submission process, after which two (2) separate lists of consulting firms will be established. The selected consultants shall provide a range of services as identified in the Required Services section of this document. Two (2) lists will be established based on the following criteria:

Zone 1: Area located within a 120 km radius of Place Bonaventure, 800 de La Gauchetière St. West, Montreal, PQ.

Zone 2: Area located within a 120 km radius of the Quebec Federal Building, 1550 D'Estimauville Avenue, Quebec, PQ.

If services are requested outside of either zones, the consultants should be ready to provide them.

2. Proponents shall be licensed or eligible to be licensed to practise in the province of Quebec. Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over the last five (5) years. In general, the firm and its personnel will be evaluated on the basis of their demonstrated understanding of the scope of services, their approach and methodology to providing those services, the quality of their relevant experience in this area, as well as the cost of the provision of the services.
3. PWGSC intends to allow up to eight (8) standing offers constituting both lists, as follows:
 - Five (5) standing offers for Zone 1 (Montreal)
 - Three (3) standing offers for Zone 2 (Quebec)

for a period of two (2) years from the date of issuance, assorted with two (2) optional extension periods of one (1) year each. The total dollar value of all the standing offers is estimated at six (6) millions \$, as follows:

- Five (5) million \$ (including GST) for zone 1
- One (1) million \$ (including GST) for zone 2

The various call-ups could reach up to 400 000\$ each (including GST). Proponents should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SP5, CALL-UP PROCEDURE.

4. This procurement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the World Trade Organization - Agreement on Government Procurement (WTO-AGP).

GI 2 PROCUREMENT BUSINESS NUMBER

Proponents are required to have a Procurement Business Number (PBN) before issuance of a standing offer. Proponents may register for a PBN on line at Supplier Registration Information (<https://srisupplier.contractscanada.gc.ca/>). For non-Internet registration, proponents may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

GI 3 CONTRACTING AUTHORITY

1. The Contracting Authority for this Request for Standing Offer is:

Mr. Jacques Desmarais, Contracting Officer
Public Works and Government Services Canada
Real Property Contracting Directorate
Place Bonaventure, South-East Portal, Suite 7300
800, de La Gauchetière Street West
Montreal, Quebec
H5A 1L6

2. The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

GI 4 DEPARTMENTAL REPRESENTATIVE

1. A Departmental Representative will be identified at time of each individual Call-Up.
2. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

GI 5 QUANTITY

The level of services and estimated expenditure specified in the Request for Standing Offer are only an approximation of requirements given in good faith. The making of a proposal by the Proponent shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

GI 6 PWGSC OBLIGATION

A Request for Standing Offer does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of proposals, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to reject or authorize for utilization any proposal in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the Request for Standing Offer at any time.

GI 7 RESPONSIVE PROPOSALS

To be considered responsive, a proposal must meet all of the mandatory requirements set out in the Request for Standing Offer. No further consideration in the selection procedure will be given to a Proponent submitting a non-responsive proposal. Proponents that submitted non-responsive proposals are notified accordingly.

GI 8 COMMUNICATIONS - SOLICITATION PERIOD

1. Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the Request for Standing Offer - Page 1 as early as possible. **Enquiries should be received no later than ten (10) working days prior to the closing date identified on the front page of the Request for Standing Offer** Enquiries received after that time may not be answered.
2. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO must be directed only to the Contracting Authority identified in the RFSO. Failure to comply with this requirement may result in the proposal being declared non-responsive.
3. To ensure consistency and quality of information provided to proponents, significant enquiries received and the replies to such enquiries will be provided simultaneously to proponents to which the RFSO has been sent, without revealing the sources of the enquiries.

GI 9 OVERVIEW OF SELECTION PROCESS

1. The Standing Offer selection process is as follows:
 - a) a Request for Standing Offer is obtained by proponents through the Government Electronic Tendering Service (GETS);
 - b) in response to the Request for Standing Offer, interested proponents shall submit their proposals using a "two-envelope" procedure, in which proponents submit the "technical" component of their proposal in one envelope and the proposed price of the services (price proposal) in a second envelope as further described in GI 10.3 below;
 - c) responsive proposals are reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the criteria, components and weight factors set out in the Request for Standing Offer;
 - d) PWGSC may issue a standing offer to the successful proponents;
 - e) Proponents are notified of the results within one week after PWGSC has entered into a standing offer arrangement with the successful proponents.

GI 10 SUBMISSION OF PROPOSAL

1. Canada requires that each proposal, at closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with section GI18.
2. It is the Proponent's responsibility to:
 - a) obtain clarification of the requirements contained in the Request for Standing Offer, if necessary, before submitting a proposal;
 - b) submit an original of the proposal plus the specified number of copies, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of proposals;
 - c) send its proposal only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the Request for Standing Offer or to the address specified in the Request for Standing Offer;
 - d) ensure that the Proponent's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and
 - e) provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in the Request for Standing Offer.
3. The technical and price components of the proposal must be submitted in separate, easily identified envelopes in accordance with the instructions contained in the proposal document. Both envelopes shall be submitted as one package which shall clearly and conspicuously display and indicate on the outside of the package the information identified in paragraph 2. d) above.
4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. Public Works and Government Services Canada will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.

5. The evaluation of proposals may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest or any proposal will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
6. The proposal should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the proposal be stated in a clear and concise manner.
7. Proposal documents and supporting information may be submitted in either English or French.

GI 11 NON-ACCEPTANCE OF ELECTRONICALLY TRANSMITTED PROPOSALS

Due to the nature of this solicitation, a complete technical proposal, as well as a cost of services proposal (submitted under separate cover), with supporting information is required to allow a proper evaluation to be conducted. Electronic transmission of the proposal by such means as electronic mail or facsimile is not considered to be practical, and therefore, will not be accepted.

GI 12 EVALUATION OF PRICE

The price proposal must be submitted in Canadian dollars and will be evaluated GST/HST excluded.

GI 13 LIMITATION OF SUBMISSIONS

1. A Proponent may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one proposal is received from a Proponent (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given.
2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
3. An arrangement whereby Canada contracts directly with a consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the consultant team by more than one Proponent.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, no person or entity acting as an individual Proponent or as part of a joint venture Proponent, shall be proposed as a member of another Proponent's consultant team, either as a sub-consultant or specialist consultant or as part of another joint venture Proponent. Failure to comply with this limitation will result in all submissions so involved being rejected.
5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

GI 14 LICENSING REQUIREMENTS

1. Consultant team members and key personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial law in the province of the work.
2. By virtue of submission of a proposal, the Proponent certifies that the Proponent's consultant team and key personnel are in compliance with the requirements of paragraph 1 above. The Proponent acknowledges that PWGSC reserves the right to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.

GI 15 REJECTION OF PROPOSAL

1. Canada may reject a proposal where any of the following circumstances is present:
 - (a) the Proponent has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures;
 - (b) an employee, sub-consultant or specialist consultant included as part of the proposal has been declared ineligible, for selection for work with the department in accordance with the performance review procedure referred to in paragraph 1.(a), which would render the employee, sub-consultant or specialist consultant ineligible to bid on the requirement, or the portion of the requirement the employee, sub-consultant or specialist consultant is to perform;
 - (c) with respect to current or prior transactions with the Government of Canada,
 - (i) the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - (ii) 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 Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
 - (iii) Canada has exercised its contractual remedies of taking the services out of the consultant's hands, suspension or termination for default with respect to a contract with the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
 - (iv) Canada determines that the Proponent's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a proposal pursuant to subsection 1.(c), the Contracting Authority will so inform the Proponent and provide the Proponent ten (10) days within which to make representations, before making a final decision on the proposal rejection.

GI 16 FEDERAL CONTRACTORS PROGRAM

1. The Federal Contractors Program (FCP) requires that some firms, including a Proponent who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Proponent, or, if the Proponent is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Firms who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Firms may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. The Proponent certifies its status with the FCP by completing the Declaration/certifications form in the Request for Standing Offer.

GI 17 INSURANCE REQUIREMENTS

1. The successful Proponent shall be required to obtain and maintain Professional Liability and Comprehensive General insurance coverage in accordance with the requirements set out elsewhere in the Request for Standing Offer documents.
2. No insurance requirement stipulated in the Request for Standing Offer documents should be construed as limiting any insurance required by federal, provincial or municipal law. Neither should it limit any coverage which the successful Proponent and other members of the consultant team may consider to be necessary for their own protection or to fulfill their obligations.
3. By virtue of submission of a proposal, the Proponent certifies that the Proponent and the other members of the consultant team as may be applicable are capable of obtaining, and will obtain and maintain liability insurance in accordance with the requirements set out in the proposal documents.

GI 18 JOINT VENTURE

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Proponents who 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 each member 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 proposal, the Proponent must provide the information on request from the Contracting Authority.
3. The proposal and any resulting standing offer 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 RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer.

GI 19 LATE SUBMISSIONS

Submissions delivered after the stipulated closing date and time will be returned unopened.

GI 20 DEFINITION OF PROPONENT AND LEGAL CAPACITY

"Proponent" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to provide services under a call-up resulting from a standing offer. It does not include the parent, subsidiaries or other affiliates of the Proponent, or its sub-consultants. The Proponent must have the legal capacity to contract. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to proponents submitting a proposal as a joint venture.

GI 21 DEBRIEFING

A debriefing will be provided, on request, only following entry by PWGSC into a contractual arrangement with the successful Proponent. Should a Proponent desire a debriefing, the Proponent should contact the person identified on the front page of the Request for Standing Offer within 15 working days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, by telephone or in person.

GI 22 FINANCIAL CAPABILITY

1. Financial Capability Requirement: The Proponent must have the financial capability to fulfill this requirement. To determine the Proponent's financial capability, the Contracting Authority may, by written notice to the Proponent, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Proponent must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three fiscal years, or for the years that the Proponent has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - (b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Proponent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - (c) If the Proponent has not been in business for at least one full fiscal year, the following must be provided:
 - (i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - (ii) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
 - (d) A certification from the Chief Financial Officer or an authorized signing officer of the Proponent that the financial information provided is complete and accurate.
 - (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Proponent outlining the total of lines of credit granted to the Proponent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
2. If the Proponent is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
3. If the Proponent is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by

the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.

4. Financial Information Already Provided to PWGSC: The Proponent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - (a) the Proponent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - (b) the Proponent authorizes the use of the information for this requirement.

It is the Proponent's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

5. Other Information: Canada reserves the right to request from the Proponent any other information that Canada requires to conduct a complete financial capability assessment of the Proponent.
6. Confidentiality: If the Proponent provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. Security: In determining the Proponent's financial capability to fulfill this requirement, Canada may consider any security the Proponent is capable of providing, at the Proponent's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

GI 23 REVISION OF PROPOSAL

A proposal submitted may be amended by letter or facsimile provided the revision is received at the office designated for the receipt of proposals, on or before the date and time set for the receipt of proposals. The revision must be on the Proponent's letterhead or bear a signature that identifies the Proponent, and must clearly identify the change(s) to be applied to the original proposal. The revision must also include the information identified in GI 10 2. d).

GI 24 PERFORMANCE EVALUATION

Proponents shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form [PWGSC-TPSGC 2913-1](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf), SELECT - Consultant Performance Evaluation Report (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>), is used to record the performance.

GI 25 PROPOSAL COSTS

No payment will be made for costs incurred in the preparation and submission of a proposal in response to the Request for Standing Offer. Costs associated with preparing and submitting a proposal, as well as any costs incurred by the Proponent associated with the evaluation of the proposal, are the sole responsibility of the Proponent.

GI 26 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, proponents are advised that Canada may reject a proposal in the following circumstances:
 - (a) if the Proponent, any of its sub-consultants, 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 Proponent, any of its sub-consultants, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other proponents and that would, in Canada's opinion, give or appear to give the Proponent an unfair advantage.
2. The experience acquired by a Proponent 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 Proponent remains however subject to the criteria established above.
3. Where Canada intends to reject a proposal under this section, the Contracting Authority will inform the Proponent and provide the Proponent an opportunity to make representations before making a final decision. Proponents who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a proposal, the Proponent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Proponent 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.

GI 27 LIMITATION OF LIABILITY

Except as expressly and specifically permitted in this Request for Standing Offer, no Proponent or potential Proponent shall have any claim for any compensation of any kind whatsoever in relation to this Request for Standing Offer, or any aspect of the procurement process, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

STANDING OFFER PARTICULARS (SP)

- SP 1 General
- SP 2 Withdrawal/Revision
- SP 3 Period of the Standing Offer
- SP 4 Call-Up Limitation
- SP 5 Call-Up Procedure
- SP 6 Invoicing

STANDING OFFER PARTICULARS

SP 1 GENERAL

1. The Consultant acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
2. The Consultant offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if, and when the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
3. The Consultant understands and agrees that:
 - a) a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
 - b) Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
 - c) Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
 - d) the Standing Offer cannot be assigned or transferred in whole or in part;
 - e) the Standing Offer may be set aside by Canada at any time;

SP 2 WITHDRAWAL/REVISION

In the event that the Consultant wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Consultant must provide no less than thirty (30) days' written notice to the Contracting Authority, unless specified otherwise in the Standing Offer. The thirty (30) days' period will start upon receipt of the notification by the Contracting Authority and the withdrawal will be effective at the expiry of that period. The Consultant must fulfill any and all call-ups which are made before the expiry of that period.

The period of the Standing Offer may only be extended, or its usage increased, by the Contracting Authority issuing a revision to the Standing Offer in writing.

SP 3 PERIOD OF THE STANDING OFFER

1. The period of the standing offer

The period for placing call-ups against the Standing Offer will be for two (2) years commencing from the date of the Standing Offer, with two optional extension periods of one (1) year.

2. Option to extend the Standing Offer

The Consultant grants to Canada the irrevocable option to extend the Standing Offer for up to two additional periods of one year each under the same terms and conditions. Canada may exercise the option at any time by sending a written notice to the contractor at least 30 calendar days prior to the Standing Offer expiry date or that of its extension.

The Consultant agrees that, during the Standing Offer extension period, the rates will be in accordance with the provisions of the Standing Offer.

The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a formal amendment to the Standing Offer.

3. Adjusting the value of the Standing Offer

The hourly rates specified in the table will apply to the first two years of the period covered by the Standing Offer. For services provided during the first and second extension years, rates must be increased or reduced each time an option is exercised or when an amendment is issued by multiplying the rates indicated in the Standing Offer by the percentage change in the Consumer Price Index (CPI) published by Statistics Canada for the province of Quebec. The benchmark to be used is the most recent average index for the twelve (12) month period before the date on which the option is exercised.

SP 4 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$400,000.00 (GST or HST included). The call-up limitation includes fees and all related disbursements.

SP 5 CALL-UP PROCEDURE

1. Services will be called-up as follows:

- a) The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, consultants will be considered using a computerized distribution system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed. The system will contain for each consultant an ideal business distribution percentage which has been established as follows;

Zone 1 - Montreal

[34]% of the business for the top ranked consultant;
[24]% for the 2nd ranked consultant;
[19]% for the 3rd ranked consultant;
[14]% for the 4th ranked consultant
[9]% for the 5th.

Zone 2 - Quebec

[45]% of the business for the top ranked consultant;
[30]% for the 2nd ranked consultant;
[25]% for the 3rd ranked consultant;

In the event fewer than [five (5)] consultants are successful for the Zone 1, fewer than [three (3)] for the Zone 2, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

$$\text{Revised Distributions \%} = \frac{\text{pre-established \%}}{100 \text{ less the non distributed \%}} \times 100$$

The Consultant who is furthest under their respective ideal business distribution percentage in relation to the other consultants will be selected for the next call-up.

- b) The Consultant will be provided the scope of services and will submit a proposal to the Departmental Representative in accordance with the fixed hourly rates established under the Standing Offer. The Consultant's proposal shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed disbursements, if applicable.
- c) For the preparation of bilingual documents, the Consultant shall estimate the required number of hours and multiply by the hourly rates established in the Standing Offer. If the services of a translation firm are required to produce bilingual documents, these costs shall be treated as a disbursement.

- d) A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.
- 2. The Consultant will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
- 3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

SP 6 INVOICING

- 1. For prompt processing of invoices, include the following information on each invoice for payment:
 - a) PWGSC project number;
 - b) Invoicing period with dates;
 - c) Work done to justify invoice (short narrative) for services provided
 - d) Summary of costs as follows:

Amount this invoice	(1)	Fees + GST = Total
Total previous invoices	(2)	Fees + GST = Total
Total invoiced to date	(1+2) = (3)	Fees + GST = Total
Agreed fees	(4)	Fees + GST = Total
Amount to complete	(4-3) = (5)	Fees + GST = Total
% Services completed this stage	(6)	
 - e) Authorized signatures of the consultant and the date.
- 2. Include with each invoice for authorized disbursements, receipt of original invoices (or legible copies if originals cannot be supplied) for all items claimed.

TERMS AND CONDITIONS

0220DA	General Conditions (GC)
0000DA	Supplementary Conditions (SC)
9998DA	Terms of Payment (TP)
9999DA	Consultant Services (CS)
2000DA	Calculation of Fees (CF)

0220DA**GENERAL CONDITIONS**

GC 1	Definitions
GC 2	Interpretations
GC 3	Not applicable
GC 4	Assignment
GC 5	Indemnification
GC 6	Notices
GC 7	Suspension
GC 8	Termination
GC 9	Taking the Services Out of the Consultant's Hands
GC 10	Time and Cost Records to be Kept by the Consultant
GC 12	National or Departmental Security
GC 12	Rights to Intellectual Property
GC 13	Conflict of Interest and Values and Ethics Codes for the Public Service
GC 14	Status of Consultant
GC 15	Declaration by Consultant
GC 16	Insurance Requirements
GC 17	Resolution of Disagreements
GC 18	Amendments
GC 19	Entire Agreement
GC 20	Contingency Fees
GC 21	Harassment in the Workplace
GC 22	Taxes
GC 23	Changes in the Consultant Team
GC 24	Joint and Several Liability
GC 25	Federal Contractors Program
GC 26	International Sanctions
GC 27	Code of Conduct for Procurement
GC 28	Access to Information Act

GC 1 Definitions

Average Bank Rate means the simple arithmetic mean of the *Bank Rate* in effect at 4:00 p.m. Eastern Time each day during the calendar month which immediately precedes the calendar month in which payment is made;

Bank Rate means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association;

Canada, Crown, Her Majesty or the Government means Her Majesty the Queen in right of *Canada*;

Construction Contract means a contract entered into between *Canada* and a *Contractor* for the construction of the Project;

Construction Contract Award Price means the price at which a *Construction Contract* is awarded to a *Contractor*;

Construction Cost Estimate means an anticipated amount for which a *Contractor* will execute the construction of the Project;

Construction Cost Limit means that portion of the total amount of Project funds which shall not be exceeded on construction of the Project;

Consultant means the party identified in the Standing Offer to perform the *Consultant Services* under the Standing Offer and any subsequent Call-up, and includes the officer or employee of the *Consultant* identified in writing by the *Consultant*;

Contracting Authority means the party identified on the front cover page, responsible for the establishment of the Standing Offer, its amendments, administration, and any contractual issues relating to individual call-ups;

Contractor means a person, firm or corporation with whom *Canada* enters, or intends to enter, into a *Construction Contract*;

Cost Plan means the allocation of proposed costs among the various elements of the Project, as described in the *Project Brief or Terms of Reference*;

Days means continuous calendar days, including weekends and statutory public holidays;

Departmental Representative means the officer or employee of *Canada* identified to the consultant in writing to perform the *Departmental Representative's* duties under each Call-Up;

Mediation is a process of dispute resolution in which a neutral third party assists the parties involved in a dispute to negotiate their own settlement;

Project Brief or Terms of Reference means a document describing in sufficient detail the *Services* to be provided by the *Consultant* to permit the *Consultant* to proceed with the *Services* and may include general project information, scope of the work, site and design data, and time plan, specifically related to the Project;

Project Schedule means a time plan, including the sequence of tasks, milestone dates and critical dates which must be met for the implementation of the planning, design and construction phases of the Project;

Services means the *Services* provided by the *Consultant* and the *Services* required for the project as set forth in the Standing Offer and subsequent Call-up documents;

Specialist Consultant means any Architect, Professional Engineer, or other specialist, other than the *Consultant*, engaged by *Canada* directly or, at the specific request of *Canada*, engaged by the *Consultant*;

Sub-Consultant means any Architect, Professional Engineer, or other specialist engaged by the *Consultant* for the *Services* included in the Standing Offer or any subsequent Call-up;

Technical Documentation includes designs, reports, photographs, physical models, surveys, drawings, specifications, computer software developed for the purpose of the Project, computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced and operating and maintenance manuals either prepared or collected for the Project.

GC 2 Interpretations

1. Words importing the singular only also include the plural, and vice versa, where the context requires;
2. Headings or notes in the Standing Offer shall not be deemed to be part thereof, or be taken into consideration in its interpretation;
3. "Herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Standing Offer as a whole and not to any particular subdivision or part thereof.

GC 3 Not Applicable

GC 4 Assignment

1. The Call-Up shall not be assigned, in whole or in part, by the *Consultant* without the prior consent of Canada.
2. An assignment of the Call-Up without such consent shall not relieve the *Consultant* or the assignee from any obligation under the Call-up, or impose any liability upon *Canada*.

GC 5 Indemnification

1. The *Consultant* shall indemnify and save harmless *Canada*, its employees and agents, from losses arising out of the errors, omissions or negligent acts of the *Consultant*, its employees and agents, in the performance of the *Services* under the Call-up that may result from the Standing Offer.
2. The *Consultant's* liability to indemnify or reimburse *Canada* under the Standing Offer shall not affect or prejudice *Canada* from exercising any other rights under law.

GC 6 Notices

1. Any notice, request, direction, consent, decision, or other communication that is required to be given or made by either party pursuant to the Standing Offer, shall be in writing, and shall be deemed to have been effectively given when:
 - (a) served personally, on the day it is delivered;
 - (b) forwarded by registered mail, on the day the postal receipt is acknowledged by the other party; or
 - (c) forwarded by facsimile or other electronic means of transmission, one working day after it was transmitted.
2. The address of either party, or the person authorized to receive notices, may be changed by notice in the manner set out in this provision.

GC 7 Suspension

1. The *Departmental Representative* may require the *Consultant* to suspend the *Services* being provided, or any part thereof, for a specified or unspecified period.
2. If a period of suspension does not exceed sixty (60) *days* and when taken together with other periods of suspension does not exceed ninety (90) *days*, the *Consultant* will, upon the expiration of that period, resume the performance of the *Services* in accordance with the terms of the Standing Offer and the relevant Call-up, subject to any agreed adjustment of the time schedule as referred to in CS 3 of clause 9999DA, Consultant Services.
3. If a period of suspension exceeds sixty (60) *days* or when taken together with other periods of suspension, the total exceeds ninety (90) *days*, and:
 - (a) the *Departmental Representative* and the *Consultant* agree that the performance of the *Services* shall be continued, then the *Consultant* shall resume performance of the *Services*, subject to any terms and conditions agreed upon by the *Departmental Representative* and the *Consultant*, or
 - (b) the *Departmental Representative* and the *Consultant* do not agree that the performance of the *Services* shall be continued, then the Call-Up shall be terminated by notice given by Canada to the *Consultant*, in accordance with the terms of GC 8.
4. Suspension costs related to this clause are as outlined in TP 8 of clause 9998DA, Terms of Payment.

GC 8 Termination

Canada may terminate any Call-up at any time in its sole discretion, and the fees paid to the *Consultant* will be in accordance with the relevant provisions in TP 9 of clause 9998DA, Terms of Payment.

GC 9 Taking the Services Out of the Consultant's Hands

1. Canada may take all or any part of the *Services* out of the *Consultant's* hands and may employ reasonable means necessary to complete such *Services* in the event that:
 - (a) The *Consultant* has become insolvent or has committed an act of bankruptcy, and has neither made a proposal to the *Consultant's* creditors nor filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, or
 - (b) the *Consultant* fails to perform any of the *Consultant's* obligations under the Standing Offer or any of the Call-ups or, in Canada's opinion, so fails to make progress as to endanger performance of the Standing Offer or any of its call-ups, in accordance with its terms.
2. If the *Consultant* has become insolvent or has committed an act of bankruptcy, and has either made a proposal to the *Consultant's* creditors or filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, the *Consultant* shall immediately forward a copy of the proposal or the notice of intention to the *Contracting Authority*.
3. Before the *Services* or any part thereof are taken out of the *Consultant's* hands under GC 9.1(b), the *Departmental Representative* will provide notice to the *Consultant*, and may require such failure of performance or progress to be corrected. If within fourteen (14) *days* after receipt of notice the default is not corrected or corrective action is not initiated to correct such fault, Canada may, by notice, without limiting any other right or remedy, take all or any part of the *Services* out of the *Consultant's* hands.

4. If the *Services* or any part thereof have been taken out of the *Consultant's* hands, the *Consultant* will be liable for, and upon demand pay to *Canada*, an amount equal to all loss and damage suffered by *Canada* by reason of the non-completion of the *Services* by the *Consultant*.
5. If the *Consultant* fails to pay on demand for the loss or damage as a result of GC 9.4, *Canada* will be entitled to deduct and withhold the same from any payments due and payable to the *Consultant*.
6. If the *Services* or any part thereof are taken out of the *Consultant's* hands as a result of GC 9.1(b) and GC 9.3, the amount referred to in GC 9.5 shall remain in the Consolidated Revenue Fund until an agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the *Consultant* shall be paid together with interest from the due date referred to in TP 2 of clause 9998DA, Terms of Payment, and in accordance with the terms of the Standing Offer.
7. The taking of the *Services*, or any part thereof, out of the *Consultant's* hands does not relieve or discharge the *Consultant* from any obligation under the Standing Offer, the Call-up, or imposed upon the *Consultant* by law, in respect to the *Services* or any part thereof that the *Consultant* has performed.

GC 10 Time and Cost Records to be Kept by the Consultant

1. Time charged and the accuracy of the *Consultant's* time recording system may be verified by the *Departmental Representative* before or after payment is made to the *Consultant* under the terms and conditions of the Call up.
2. The *Consultant* shall keep accurate time and cost records and, if required for the purposes of the Standing Offer, shall make these documents available to the *Departmental Representative* who may make copies and take extracts therefrom.
3. The *Consultant* shall afford facilities for audit and inspection upon request and shall provide the *Departmental Representative* with such information as may be required from time to time with reference to the documents referred to in GC 10.2.
4. The *Consultant* shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least two (2) years following completion of the *Services*.
5. If the verification is done after payment by *Canada*, the *Consultant* agrees to repay any overpayment immediately upon demand.

GC 11 National or Departmental Security

1. If the *Departmental Representative* is of the opinion that the Project is of a class or kind that involves national or departmental security, the *Consultant* may be required:
 - (a) to provide any information concerning persons employed for purposes of the Standing Offer unless prohibited by law;
 - (b) to remove any person from the Project and its site if that person cannot meet the prescribed security requirements; and
 - (c) to retain the Project *Technical Documentation* while in the *Consultant's* possession in a manner specified by the *Departmental Representative*.
2. Notwithstanding the provisions of GC 12, if the Project is of a class or kind that involves national or departmental security, the *Consultant* shall not issue, disclose, discard or use the Project *Technical Documentation* on another project without the written consent of the *Departmental Representative*.

GC 12 Rights to Intellectual Property

1. Definitions

"Background" means all Technical Output that is not Foreground and that is proprietary to or the confidential information of the *Consultant*, the *Consultant's Sub-Consultants*, or any other entity engaged by the *Consultant* in the performance of the *Services*;

"Foreground" means any Invention first conceived, developed or reduced to practice as part of the *Services* and all other Technical Output conceived, developed, produced or implemented as part of the *Services*;

"IP Rights" means any intellectual property rights recognized by law, including any intellectual property right protected through legislation (such as that governing copyright, patents, industrial design, or integrated circuit topography) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter whether or not patentable and without limiting the foregoing the term includes any unique design and construction system;

"Technical Output" means: (i) all information of a scientific, technical, or artistic nature relating to the *Services*, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, reports, photographs, physical models, surveys, drawings, specifications developed for the purpose of the Project; as well as (ii) computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced for the purpose of the Project; and (iii) operating and maintenance manuals prepared or collected for the Project; and (iv) any buildings, built works, structures and facilities constructed as, or as part of, the Project. Technical Output does not include data concerned with the administration of the Standing Offer and/or Call-Up by Canada or the Consultant, such as internal financial or management information, unless it is a deliverable under the terms of the Standing Offer and/or Call-Up.

2. Identification and Disclosure of Foreground

The *Consultant* shall:

- (a) promptly report and fully disclose to Canada all Foreground that could be Inventions, and shall report and fully disclose to Canada all other Foreground not later than the time of completion of the *Services* or such earlier time as Canada or the Standing Offer and/or Call-Up may require, and
- (b) for each disclosure referred to in (a), indicate the names of all *Sub-Consultants* at any tier, if any, in which IP Rights to any Foreground have vested or will vest.

Before and after final payment to the *Consultant*, Canada shall have the right to examine all records and supporting data of the *Consultant* which Canada reasonably decides is pertinent to the identification of the Foreground.

3. IP Rights Vest with *Consultant*

Subject to articles GC 12.10 and GC 12.11 and the provisions of GC 11 National or Departmental Security, and without affecting any IP Rights or interests therein that have come into being prior to the Standing Offer and/or Call-Up or that relate to information or data supplied by *Canada* for the purposes of the Standing Offer and/or Call-Up, all IP Rights in the Foreground shall immediately, as soon as they come into existence, vest in and remain the property of the *Consultant*.

4. Ownership Rights in Deliverables

Notwithstanding the *Consultant's* ownership of the IP Rights in the Foreground that is a prototype, built work, building, structure, facility, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, *Canada* shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and the right to sell them.

5. Licence to Foreground

Without limiting any implied licences that may otherwise vest in *Canada*, and in consideration of *Canada's* contribution to the cost of development of the Foreground, the *Consultant* hereby grants to *Canada* a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free licence to exercise all IP Rights in the Foreground that vest in the *Consultant* pursuant to article GC 12.3, for the purpose of:

- (a) the construction or implementation of any building, built works, structures and facilities, contemplated by the Project;
- (b) the further development or alteration or evolution of any part of the constructed or implemented Project, including procurement of materials and components for this purpose;
- (c) the further development, modification (including additions or deletions), completion, translation, or implementation of the Foreground and any addition to it as *Canada* may require for the purposes of the completion, utilization and subsequent evolution of the Project;
- (d) the use, occupancy, operation, exploitation, maintenance, repair or restoration of the constructed or implemented or subsequently modified Project, including the procurement of replacement materials and components required for any such purpose; and
- (e) the publishing and transmission of reproductions of the Project or any part thereof in the form of paintings, drawings, engravings, photographs or cinematographic works, to the public, in hard copy or by any electronic or other means, except for copies in the nature of architectural drawings or plans.

6. Licence to Foreground for Other Projects

The *Consultant* hereby grants to *Canada* a non-exclusive, perpetual, world-wide, irrevocable licence to exercise all IP Rights that vest in the *Consultant* pursuant to paragraph GC 12.3 for the purpose of planning, designing and constructing or otherwise implementing any project other than the Project, and for any purpose set out in paragraph GC 12.5 as it relates to such other project. In the event that *Canada* exercises such IP Rights in another project and provided that *Canada* does not already have equivalent rights under a previous contract or otherwise, *Canada* agrees to pay to the *Consultant* reasonable compensation determined in accordance with current industry practice and having regard to *Canada's* contribution to the cost of development of the Foreground. The *Consultant* shall ensure that in any sale, assignment, transfer or licence of any of the IP Rights that vest in the *Consultant* under the Standing Offer and/or Call-Up, the purchaser, assignee, transferee or licensee agrees to be bound by the terms of this provision and to accept reasonable compensation as is contemplated herein. The *Consultant* shall also ensure that any such purchaser, assignee, transferee or licensee of the IP Rights is required to impose the same obligations on any subsequent purchaser, transferee, assignee or licensee.

7. Licence to Background

Without limiting any implied licences that may otherwise vest in *Canada*, the *Consultant* hereby grants to *Canada* a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free

license to exercise such of the IP Rights in any Background incorporated into the *Services* or necessary for the performance of the *Services* as may be required

- (a) for the purposes contemplated in article GC 12.5 and GC 12.6;
- (b) for disclosure to any contractor engaged by *Canada*, or bidder for such a contract, to be used solely for a purpose set out in article GC 12.5 and GC 12.6;

and the *Consultant* agrees to make any such Background available to *Canada* upon request.

8. *Canada's Right to Disclose and Sub-licence*

The *Consultant* acknowledges that *Canada* may wish to award contracts, which may include a competitive process, for any of the purposes contemplated in article GC 12.5, GC 12.6 and GC 12.7. The *Consultant* agrees that *Canada's* licence in relation to the IP Rights in the Foreground and in the Background, includes the right to disclose that Foreground and Background to bidders for such contracts, and to sub-license or otherwise authorize the use of that Foreground and Background by any contractor or consultant engaged by *Canada* for the purpose of carrying out such a contract.

9. *Consultant's Right to Grant Licence*

- (a) The *Consultant* represents and warrants that the *Consultant* has, or the *Consultant* shall obtain without delay, the right to grant to *Canada* the licence to exercise the IP Rights in the Foreground and the Background as required by the Standing Offer and/or Call-Up.
- (b) Where the IP Rights in any Background or Foreground are or will be owned by a *Sub-Consultant*, the *Consultant* shall either obtain a licence from that *Sub-Consultant* that permits compliance with articles GC 12.5, GC 12.6 and GC 12.7 or shall arrange for the *Sub-Consultant* to convey directly to *Canada* the same rights by execution of the form provided for that purpose by *Canada* no later than the time of disclosure to *Canada* of that Background and Foreground.

10. *Trade Secrets and Confidential Information*

The *Consultant* shall not use or incorporate any trade secrets or confidential information in any Foreground or Background used or created in performance of the Standing Offer and/or Call-Up.

11. *Canada Supplied Information*

- (a) Where performance of the *Services* involves the preparation of a compilation using information supplied by *Canada*, then the IP Rights that shall vest under paragraph GC 12.3 shall be restricted to the IP Rights in Foreground that are capable of being exploited without the use of the information supplied by *Canada*. All IP Rights in any compilation, the Foreground in which cannot be exploited without the use of such *Canada* supplied information shall vest in *Canada*. The *Consultant* agrees that the *Consultant* shall not use or disclose any *Canada* supplied information for any purpose other than completing the performance of the *Services*. The *Consultant* shall maintain the confidentiality of such information. Unless the Standing Offer and/or Call-Up otherwise expressly provides, the *Consultant* shall deliver to *Canada* all such information together with every copy, draft, working paper and note thereof that contains such information upon the completion or termination of the Standing Offer and/or Call-Up, or at such earlier time as *Canada* may require.
- (b) If the *Consultant* wishes to make use of any *Canada* supplied information that was supplied for purposes of the Standing Offer and/or Call-Up, for the commercial exploitation or further development of any of the Foreground, then the *Consultant* may make a written request for a licence to exercise the required IP Rights in that *Canada* supplied information, to *Canada*. The *Consultant* shall give *Canada* an explanation as to

why such a licence is required. Should Canada agree to grant such a licence, it shall be on terms and conditions to be negotiated between the parties including payment of compensation to *Canada*.

12. Transfer of IP Rights

- (a) If Canada takes the *Services* out of the *Consultant's* hands in accordance with GC 9 of the General Conditions, in whole or in part, or if the *Consultant* fails to disclose any Foreground in accordance with article GC 12.2, Canada may upon reasonable notice, require the *Consultant* to convey to *Canada* all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a *Sub-Consultant*. In the case of IP Rights in Foreground which have been sold or assigned to a party other than a *Sub-Consultant*, the *Consultant* shall not be obligated to convey those IP Rights to *Canada*, but shall pay to *Canada* on demand an amount equal to the consideration which the *Consultant* received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arms length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or licence fees.
- (b) In the event of the issuance by Canada of a notice referred to in (a), the *Consultant* shall, at the *Consultant's* own expense and without delay, execute such conveyances or other documents relating to title to the IP Rights as Canada may require, and the *Consultant* shall, at *Canada's* expense, afford Canada all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any IP Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.
- (c) Until the *Consultant* completes the performance of the *Services* and discloses all of the Foreground in accordance with article GC 12.2, and subject to the provisions of GC 11 National or Departmental Security, the *Consultant* shall not, without the prior written permission of Canada, sell, assign or otherwise transfer title to the IP Rights in any of the Foreground, or license or otherwise authorize the use of the IP Rights in any of the Foreground by any person.
- (d) In any sale, assignment, transfer or licence of IP Rights in Foreground by the *Consultant* except a sale or licence for end use of a product based on Foreground, the *Consultant* shall impose on the other party all of its obligations to *Canada* in relation to the IP Rights in the Foreground and any restrictions set out in the Standing Offer and/or Call-Up on the use or disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The *Consultant* shall promptly notify *Canada* of the name, address and other pertinent information in regard to any transferee, assignee or licensee.

GC 13 Conflict of Interest and Values and Ethics Codes for the Public Service

- 1. The *Consultant* declares that the *Consultant* has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the *Services*, and should such an interest be acquired during the life of the Standing Offer, the *Consultant* shall declare it immediately to the *Departmental Representative*.
- 2. The *Consultant* shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
- 3. The *Consultant* shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.

4. The Consultant acknowledges that no individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s.2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Services, or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Standing Offer or subsequent Call-ups.

GC 14 Status of Consultant

The Consultant is an independent contractor engaged by Canada to perform the Services. Nothing in the Standing Offer through a Call-up is intended to create a partnership, a joint venture or an agency between Canada and the other party or parties. The Consultant must not represent itself as an agent or representative of Canada to anyone. Neither the Consultant nor any of its personnel is engaged as an employee or agent of Canada. The Consultant is responsible for all deductions and remittances required by law in relation to its employees.

GC 15 Declaration by Consultant

The *Consultant* declares that:

- (a) based on the information provided pertaining to the *Services* required under the Standing Offer, the *Consultant* has been provided sufficient information by the *Departmental Representative* to enable the *Services* required under the Standing Offer to proceed and is competent to perform the *Services* and has the necessary licences and qualifications including the knowledge, skill and ability to perform the *Services*; and
- (b) the quality of *Services* to be provided by the *Consultant* shall be consistent with generally accepted professional standards and principles.

GC 16 Insurance Requirements

1. General

- a) The Consultant shall ensure that appropriate liability insurance coverage is in place to cover the consultant and the members of the consultant team and shall maintain all required insurance policies as specified herein.
- b) The Consultant shall, if requested by the Contracting Officer at any time, provide to the Contracting Officer an Insurer's Certificate of Insurance and/or the originals or certified true copies of all contracts of insurance maintained by the Consultant pursuant to the provisions contained herein.
- c) The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Consultant.
- d) Any insurance coverages additional to those required herein that the Consultant and the other members of the consultant team may deem necessary for their own protection or to fulfill their obligations shall be at their own discretion and expense.

2. Commercial General Liability

- a) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have: a limit of liability of not less than \$5,000,000.00 per occurrence; an aggregate limit of not less than \$5,000,000.00 within any policy year.
- b) The policy shall insure the Consultant and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services as an Additional Insured, with respect to liability arising out of the performance of the Services.

3. Professional Liability

- a) The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the Services but, shall have a limit of liability of not less than \$1,000,000 per claim, and be continually maintained from the commencement of performance of the Services until five (5) years after their completion.
- b) The following provision must be incorporated into the conditions of the Consultant's Professional Liability insurance coverage: "Notice of Cancellation of Insurance Coverage: The Insurer agrees to give the Contracting Authority at least thirty (30) days' prior written notice of any policy cancellation and before making any adverse material changes."

GC 17 Resolution of Disagreements

- 1. In the event of a disagreement regarding any aspect of the *Services* or any instructions given under the Standing Offer and subsequent Call-ups:
 - (a) The *Consultant* may give a notice of disagreement to the *Departmental Representative*. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Standing Offer and Call-up;
 - (b) The *Consultant* shall continue to perform the *Services* in accordance with the instructions of the *Departmental Representative*; and
 - (c) The *Consultant* and the *Departmental Representative* shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the *Consultant's* project representative and the *Departmental Representative* and, secondly and if necessary, at the level of a principal of the *Consultant* firm and a senior departmental manager.
- 2. The *Consultant's* continued performance of the *Services* in accordance with the instructions of the *Departmental Representative* shall not jeopardize the legal position of the *Consultant* in any disagreement.
- 3. If it was subsequently agreed or determined that the instructions given were in error or contrary to the Standing Offer or Call-up, *Canada* shall pay the *Consultant* those fees the *Consultant* shall have earned as a result of the change(s) in the *Services* provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the *Departmental Representative*.
- 4. The fees mentioned in GC 17.3 shall be calculated in accordance with the Terms of Payment set out in the Standing Offer and the relevant Call-up.
- 5. If the disagreement is not settled, the *Consultant* may make a request to the *Departmental Representative* for a written departmental decision and the *Departmental Representative* shall give notice of the departmental decision within fourteen (14) *days* of receiving the request, setting out the particulars of the response and any relevant clauses of the Standing Offer or Call-up.
- 6. Within fourteen (14) *days* of receipt of the written departmental decision, the *Consultant* shall notify the *Departmental Representative* if the *Consultant* accepts or rejects the decision.
- 7. If the *Consultant* rejects the departmental decision, the *Consultant*, by notice may refer the disagreement to *Mediation*.
- 8. If the disagreement is referred to *Mediation*, the *Mediation* shall be conducted with the assistance of a skilled and experienced mediator chosen by the *Consultant* from a list of mediators proposed by *Canada*, and departmental *Mediation* procedures shall be used unless the parties agree otherwise.

9. Negotiations conducted under the Standing Offer and any resulting Call-up, including those conducted during *Mediation*, shall be without prejudice.

GC 18 Amendments

The Standing Offer or any resulting Call-up may not be amended, or modified, nor shall any of its terms and conditions be waived, except by agreement in writing executed by the Consultant and the Contracting Authority.

GC 19 Entire Agreement

The Standing Offer and Call-up constitutes the entire and only agreement between the parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Standing Offer and/or Call-up. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Standing Offer and Call-up.

GC 20 Contingency Fees

The Consultant certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Standing Offer to any person, other than an employee of the Consultant acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Standing Offer and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, 1985, c. 44 (4th Supplement).

GC 21 Harassment in the Workplace

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

GC 22 Taxes

1. Municipal Taxes
Municipal Taxes do not apply.
2. Provincial Taxes
 - (a) Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
 - (i) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:

Prince Edward Island OP-10000-250
Manitoba 390-516-0

- (ii) for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
 - (b) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
 - (c) Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
 - (d) **The Consultant is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification.** The Consultant must pay the PST on taxable goods or services used or consumed in the performance of the contract (in accordance with applicable provincial legislation), including material incorporated into real property.
3. Changes to Taxes and Duties
- If there is any change to any tax or duty payable to any level of government in Canada after the proposal submission date that affects the costs of the Services to the Consultant, the amount payable will be adjusted to reflect the increase or decrease in the cost to the Consultant. However, there will be no adjustment for any change that increases the cost of the Services to the Consultant if public notice of the change was given before proposal submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the contract for delivery of the Services.
4. GST or HST
- All prices and amounts of money in the agreement are exclusive of GST or HST, as applicable, unless otherwise indicated. Any amount levied in respect of the GST or HST will be billed as a separate item on invoices and will be paid in addition to the amount approved for Services performed, in accordance with TP 2.2. The Consultant agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.
5. Tax Withholding of 15 Percent
- Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Consultant in respect of services provided in Canada if the Consultant is a non-resident unless the Consultant obtains a valid waiver. The amount withheld will be held on account for the Consultant in respect to any tax liability which may be owed to Canada.

GC 23 Changes in the *Consultant* team

1. Should an entity or person named in the Consultant's proposal as an entity or person who is to perform the *Services* or part of the *Services* be unable to perform or complete the *Services*, the *Consultant* shall obtain the concurrence of the *Departmental Representative* prior to performing or completing the *Services*, or entering into an agreement with another equally qualified entity or person to perform or complete the *Services*, such concurrence not to be unreasonably withheld.
2. In seeking to obtain the concurrence of the *Departmental Representative* referred to in paragraph 1, the *Consultant* shall provide notice in writing to the *Departmental Representative* containing:

- (a) the reason for the inability of the entity or person to perform the *Services*;
 - (b) the name, qualifications and experience of the proposed replacement entity or person, and
 - (c) if applicable, proof that the entity or person has the required security clearance granted by *Canada*.
3. The *Consultant* shall not, in any event, allow performance of any part of the *Services* by unauthorized replacement entities or persons, and acceptance of a replacement entity or person by the *Departmental Representative* shall not relieve the *Consultant* from responsibility to perform the *Services*.
 4. The *Departmental Representative*, with the authority of Canada, may order the removal from the *Consultant* team of any unauthorized replacement entity or person and the *Consultant* shall immediately remove the entity or person from the performance of the *Services* and shall, in accordance with paragraphs 1. and 2., secure a further replacement.
 5. The fact that the *Departmental Representative* does not order the removal of a replacement entity or person from the performance of the *Services* shall not relieve the *Consultant* from the *Consultant's* responsibility to meet all the *Consultant's* obligations in the performance of the *Services*.

GC 24 Joint and Several Liability

If at any time there is more than one legal entity constituting the *Consultant*, their covenants under the Standing Offer and/or Call-Up shall be considered to be joint and several and apply to each and every entity. If the *Consultant* is or becomes a partnership or joint venture, each legal entity who is a member or becomes a member of the partnership or joint venture or its successors is and continues to be jointly and severally liable for the performance of the work and all the covenants of the *Consultant* pursuant to the Standing Offer and/or Call-Up, whether or not that entity ceases to be a member of the partnership, joint venture or its successor.

GC 25 Federal Contractors Program

Where the *Consultant* has certified in its proposal its status with the Federal Contractors Program; the *Consultant* acknowledges that Canada has relied upon such certification to enter into a Standing Offer and/or Call-Up. Such certification may be verified in such manner as Canada may reasonably require. The *Consultant* acknowledges that in the event of a misrepresentation, Canada shall have the right to terminate the Standing Offer and/or Call-Up.

GC 26 International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](http://www.international.gc.ca/sanctions/index.aspx?lang=eng) (<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>).
2. The *Consultant* must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The *Consultant* must comply with changes to the regulations imposed during the period of the Call-Up. The *Consultant* must immediately advise Canada if it is unable to perform the *Services* as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the parties cannot agree on a work around plan, the Call-Up will be terminated for the convenience of Canada in accordance with terms and conditions of the Standing Offer and/or Call-Up.

GC 27 Code of Conduct for Procurement

The Consultant certifies that it has read the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>) and agrees to be bound by its terms.

GC 28 Access to Information Act

The Consultant acknowledges the responsibilities of Canada under the *Access to Information Act*, R.S., 1985, c. A-1, and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Consultant must ensure that its employees are made aware that section 67.1 of the *Access to Information Act*, R.S., 1985, c. A-1, provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the *Access to Information Act*, R.S., 1985, c. A-1, is guilty of an offence and liable to imprisonment and/or a fine.

0000DA SUPPLEMENTARY CONDITIONS

SC 1 Language Requirements

1. Communication between *Canada* and the *Consultant* shall be in the language of choice of the *Consultant* team, which shall be deemed to be the language of the Consultant's proposal.
2. The Consultant's *services* during construction tender call (such as addenda preparation, tenderers' briefing meetings, technical answers to questions by bidders) shall be provided expeditiously in both languages, as necessary.
3. The Consultant's *services* during construction shall be provided in the language of choice of the *Contractor*. The successful Contractor will be asked to commit to one or other of Canada's official languages upon award of the *Construction Contract* and, thereafter construction and contract administration services will be conducted in the language chosen by the *Contractor*.
4. Other required services in both of Canada's official languages (such as construction documentation) are described in detail in the Standing Offer Brief.
5. The *Consultant* team, including the Prime *Consultant*, Sub-Consultants and Specialists Consultants shall ensure that the *services* being provided in either language shall be to a professional standard.

SC 2 Disbursements

This clause takes precedence over TP 10, Terms of Payment in the event of any contradiction.

1. The following costs shall be included in the hourly rates required to deliver the *consultant services* and shall not be reimbursed separately:
 - a. Reproduction, shipping and delivery costs for drawings, CADD files, technical specifications and other related technical documents or "Products to deliver" specified in the offer for tender;
 - b. Standard office expenses such as photocopy, computer equipment, internet service, cellular phone, long distance phone calls and fax, including costs between main office and auxiliary offices or between the consultant's office and other members of the design/construction team;
 - c. Plotting costs;
 - d. Rendering and presentation material expenses;
 - e. Parking expenses;
 - f. Taxi expenses;
 - g. Travelling time and expenses for projects located within a 50 km radius of Place Bonaventure for the Montreal region, or for projects located within a 50 km radius of 1550 Avenue D'Estimauville for the Quebec region, as specified in conditions indicated in annex B: Price proposal form;
 - h. Project's local office costs.
2. The following costs reasonably engaged by the Consultant, linked to services and pre-approved by the *Departmental Representative*, shall be reimbursed to the Consultant at cost price:
 - a) Elements exceeding those specified in the offer to tender for reproduction,
 - b) Shipping costs for finishes samples (carpet, masonry, etc.) and large scale presentation

- c) Travelling time and expenses for projects located beyond a 50 km radius of Place form;
 - When applicable, transportation and lodging expenses will be reimbursed according to the Treasury Board travel directive <http://www.njc-cnm.gc.ca/directive/index.php?did=10&dlabel=travel-voyage&lang=eng&merge=2&slabel=index>
 - d) Other costs engaged and pre-authorised by *Departmental Representative*.
3. The disbursements must be directly related to the project and do not include the consultant's normal business operation expenses. The payable amounts must not be superior to the amount indicated in the Call-Up, unless pre-authorised by the *Departmental Representative*.

9998DA TERMS OF PAYMENT

TP 1 Fees

1. Subject to the terms and conditions of the Standing Offer, and in consideration for the performance of the *Services*, Canada shall pay to the Consultant a sum of money calculated in accordance with the fee arrangements identified herein and in 2000DA.
2. The *Consultant's* fees are only payable when the *Consultant* has performed the *Services* as determined by the *Departmental Representative*. Payment in respect of a *Service*, or part of a *Service*, is not to be deemed a waiver of *Canada's* rights of set-off at law or under this Standing Offer for costs or expenses arising from default or negligence of the *Consultant*.
3. The maximum amount payable under a Call-Up, including fees and disbursements, shall not be exceeded, without the prior written authorization of the Contracting Authority.

TP 2 Payments to the Consultant

1. The *Consultant* shall be entitled to receive progress payments at monthly or other agreed intervals, subject to the limitations of the Call-up, if applicable. Such payments shall be made not later than the due date. The due date shall be the 30th day following receipt of an acceptable invoice.
2. An acceptable invoice shall be an invoice delivered to the *Departmental Representative* in the agreed format with sufficient detail and information to permit verification. The invoice shall also identify, as separate items:
 - (a) the amount of the progress payment being claimed for *Services* satisfactorily performed,
 - (b) the amount for any tax calculated in accordance with the applicable federal legislation, and
 - (c) the total amount which shall be the sum of the amounts referred to in TP 2.2(a) and TP 2.2(b).
3. The amount of the tax shown on the invoice shall be paid by *Canada* to the *Consultant* in addition to the amount of the progress payment for *Services* satisfactorily performed.
4. The *Departmental Representative* shall notify the *Consultant* within fifteen (15) days after the receipt of an invoice of any error or missing information therein. Payment shall be made not later than thirty (30) days after acceptance of the corrected invoice or the required information.
5. Upon completion of each Call-up, the *Consultant* shall provide a Statutory Declaration evidencing that all the *Consultant's* financial obligations for *Services* rendered to the *Consultant* or on the *Consultant's* account, in connection with the Call-up, have been satisfied.
6. Upon written notice by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, of an alleged non payment to the *Sub-Consultant*, the *Departmental Representative* may provide the *Sub-Consultant* with a copy of the latest approved progress payment made to the *Consultant* for the *Services*.
7. Upon the satisfactory completion of all *Services*, the amount due, less any payments already made, shall be paid to the *Consultant* not later than thirty (30) days after receipt of an acceptable invoice, together with the Statutory Declaration in accordance with TP 2.5.

TP 3 Delayed Payment

1. If *Canada* delays in making a payment that is due in accordance with TP 2, the *Consultant* will be entitled to receive interest on the amount that is overdue for the period of time as defined in TP 3.2 including the day previous to the date of payment. Such date of payment shall be deemed to be the date on the cheque given for payment of the overdue amount. An amount is overdue when it is unpaid on the first day following the due date described in TP 2.1.
2. Interest shall be paid automatically on all amounts that are not paid by the due date or fifteen (15) days after the *Consultant* has delivered a Statutory Declaration in accordance with TP 2.5 or TP 2.7, whichever is the later.
3. The rate of interest shall be the *Average Bank Rate* plus 3 percent per year on any amount which is overdue pursuant to TP 3.1.

TP 4 Claims Against, and Obligations of, the Consultant

1. *Canada* may, in order to discharge lawful obligations of and satisfy lawful claims against the *Consultant* by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, for *Services* rendered to, or on behalf of, the *Consultant*, pay an amount from money that is due and payable to the *Consultant* directly to the claimant *Sub-Consultant*.
2. For the purposes of TP 4.1 a claim shall be considered lawful when it is so determined:
 - (a) by a court of legal jurisdiction, or
 - (b) by an arbitrator duly appointed to arbitrate the said claim, or
 - (c) by a written notice delivered to the *Departmental Representative* and signed by the *Consultant* authorizing payment of the said claim or claims.
3. A payment made pursuant to TP 4.1 is, to the extent of the payment, a discharge of *Canada's* liability to the *Consultant* under a specific Call-up and will be deducted from any amount payable to the *Consultant* under any active Call-up.
4. TP 4.1 shall only apply to claims and obligations
 - (a) The notification of which has set forth the amount claimed to be owing and a full description of the *Services* or a part of the *Services* for which the claimant has not been paid. The notification must be received by the *Departmental Representative* in writing before the final payment is made to the *Consultant* and within one hundred twenty (120) days of the date on which the claimant
 - (1) should have been paid in full under the claimant's agreement with the *Consultant* where the claim is for an amount that was lawfully required to be held back from the claimant; or
 - (2) performed the last of the *Services* pursuant to the claimant's agreement with the *Consultant* where the claim is not for an amount referred to in TP 4.4(a)(1), and
 - (b) the proceedings to determine the right to payment of which shall have commenced within one year from the date that the notification referred to in TP 4.4(a) was received by the *Departmental Representative*.
5. *Canada* may, upon receipt of a notification of claim referred to in TP 4.4(a), withhold from any amount that is due and payable to the *Consultant* pursuant to a Call-up the full amount of the claim or any portion thereof.
6. The *Departmental Representative* shall notify the *Consultant* in writing of receipt of any notification of claim and of the intention of *Canada* to withhold funds pursuant to TP 4.5. The

Consultant may, at any time thereafter and until payment is made to the claimant, post with *Canada*, security in a form acceptable to *Canada* in an amount equal to the value of the said claim. Upon receipt of such security *Canada* shall release to the *Consultant* any funds which would be otherwise payable to the *Consultant*, that were withheld pursuant to the provision of TP 4.5.

7. The *Consultant* shall discharge all lawful obligations and shall satisfy all lawful claims against the *Consultant* for *Services* rendered to, or on behalf of, the *Consultant* in respect of this Standing Offer at least as often as this Standing Offer requires *Canada* to discharge its obligations to the *Consultant*.

TP 5 No Payment for Errors and Omissions

The *Consultant* shall not be entitled to payment in respect of costs incurred by the *Consultant* in remedying errors and omissions in the *Services* that are attributable to the *Consultant*, the *Consultant's* employees, or persons for whom the *Consultant* had assumed responsibility in performing the *Services*.

TP 6 Payment for Changes and Revisions

1. Payment for any additional or reduced *Services* authorized by the Departmental Representative, prior to their performance, and for which a basis of payment has not been established at the time of execution of the Call-up, shall be in an amount or amounts to be determined by the Departmental Representative, acting reasonably, subject to these Terms of Payment.
2. Payment for additional *Services* not identified at the time of execution of the Call-up shall be made only to the extent that
 - (a) the additional *Services* are *Services* that are not included in stated *Services* in the Call-Up; and
 - (b) The additional *Services* are required for reasons beyond the control of the *Consultant*.

TP 7 Extension of Time

If, and to the extent that, the time for completion of the *Construction Contract* is exceeded or extended through no fault of the *Consultant* in the opinion of *Canada*, payment for the *Services* required for such extended period of the contract administration shall be subject to review and equitable adjustment by *Canada*.

TP 8 Suspension Costs

1. During a period of suspension of the *Services* pursuant to GC 7 of clause 0220DA, General Conditions, the *Consultant* shall minimize all costs and expenses relating to the *Services* that may occur during the suspension period.
2. Within fourteen (14) days of notice of such suspension, the *Consultant* shall submit to the *Departmental Representative* a schedule of costs and expenses, if any, that the *Consultant* expects to incur during the period of suspension, and for which the *Consultant* will request reimbursement.
3. Payment shall be made to the *Consultant* for those costs and expenses that, in the opinion of *Canada*, are substantiated as having been reasonably incurred during the suspension period.

TP 9 Termination Costs

1. In the event of termination of any Call-up pursuant to GC 8 of clause 0220DA, General Conditions, *Canada* shall pay, and the *Consultant* shall accept in full settlement, an amount based on these Terms of Payment, for *Services* satisfactorily performed and any reasonable costs and expenses incurred to terminate the Call-Up.

2. Within fourteen (14) days of notice of such termination, the *Consultant* shall submit to the *Departmental Representative* a schedule of costs and expenses reasonably incurred. The *Consultant* must ensure that it has mitigated its costs to the best of its ability.
3. Payment shall be made to the *Consultant* for those costs and expenses that in the opinion of *Canada* are substantiated as having been reasonably incurred after the date of termination.
4. The *Consultant* has no claim for damages, compensation, loss of profit, loss of opportunity, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by *Canada* under GC8 Termination.

TP 10 Disbursements

1. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately;
 - a. reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation specified in the Standing Offer Brief;
 - b. standard office expenses such as any photocopying, computer costs, Internet, cellular phone costs, long distance telephone and fax costs, including that between the *Consultant's* main office and branch offices or between the *Consultant's* offices and other team members offices;
 - c. Plotting; courier and delivery charges for deliverables specified in the Standing Offer Brief;
 - d. presentation material;
 - e. parking fees;
 - f. taxi charges;
 - g. travel time;
 - h. travel expenses; and
 - i. local project office.
2. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following disbursements reasonably incurred by the *Consultant*, that are related to the Services and approved by the *Departmental Representative*, shall be reimbursed to the *Consultant* at actual cost:
 - (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Standing Offer Brief;
 - (b) transportation costs for material samples and models additional to that specified in the Standing Offer Brief;
 - (c) project related travel and accommodation additional to that specified in the Standing Offer Brief shall be reimbursed in accordance with current National Joint Council (NJC) Travel Directive <http://www.njc-cnm.gc.ca/directive/index.php?did=10&dlabel=travel-voyage&lang=eng&merge=2&slabel=index> ; and
 - (d) other disbursements made with the prior approval and authorization of the *Departmental Representative*.
3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the *Consultant's* business. The amounts payable, shall not exceed the amount entered in the Call-up, without the prior authorization of the *Departmental Representative*.

9999DA CONSULTANT SERVICES

CS 1 Services

The *Consultant* shall perform the *Services* described herein and in any subsequent Call-up, in accordance with the terms and conditions of this Standing Offer.

CS 2 Standard of Care

In performing the services, the Consultant shall provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures developed by professional bodies in the performance of the services at the time when and the location in which the *Services* are provided.

CS 3 Time Schedule

The *Consultant* shall:

- (a) submit in a timely manner to the *Departmental Representative*, for approval, a time schedule for the *Services* to be performed, in detail appropriate to the size and complexity of the Project, and in a format as requested by the *Departmental Representative*;
- (b) adhere to the approved time schedule and, if changes in the approved time schedule become necessary, indicate the extent of, and the reasons for such changes, and obtain the approval of the *Departmental Representative*.

CS 4 Project Information, Decisions, Acceptances, Approvals

- 1. The *Departmental Representative* shall provide, in a timely manner, project information, written decisions and instructions, including acceptances and approvals relating to the *Services* provided by the *Consultant*.
- 2. No acceptance or approval by the *Departmental Representative*, whether expressed or implied, shall be deemed to relieve the *Consultant* of the professional or technical responsibility for the *Services* provided by the *Consultant*.

CS 5 Changes in Services

The *Consultant* shall:

- (a) make changes in the *Services* to be provided for the Project, including changes which may increase or decrease the original scope of *Services*, when requested in writing by the *Departmental Representative*; and
- (b) prior to commencing such changes, advise the *Departmental Representative* of any known and anticipated effects of the changes on the *Construction Cost Estimate*, *Consultant fees*, *Project Schedule*, and other matters concerning the Project.

CS 6 Codes, By-Laws, Licences, Permits

The *Consultant* shall comply with all statutes, codes, regulations and by-laws applicable to the design and where necessary, shall review the design with those public authorities having jurisdiction in order that the consents, approvals, licences and permits required for the project may be applied for and obtained.

CS 7 Provision of Staff

The *Consultant* shall, on request, submit to the *Departmental Representative* for approval, the names, addresses, qualifications, experience and proposed roles of all persons, including principals, to be

employed by the *Consultant* to provide the *Services* identified in the Call-up and, on request, submit any subsequent changes to the *Departmental Representative* for approval.

CS 8 Sub-Consultants

1. The *Consultant* shall:
 - (a) prior to any Call-up notify the *Departmental Representative* of any other sub-consultants with whom the *Consultant* intends to enter into agreements for part of the *Services* and, on request, provide details of the terms, and *Services* to be performed under the said agreements and the qualifications and names of the personnel of the *Sub-Consultants* proposed to be employed on any Call-up;
 - (b) include in any agreements entered into with sub-consultants such provisions of this Standing Offer as they apply to the *Sub-Consultants'* responsibilities; and
 - (c) upon written notice by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, inform the *Sub-Consultant* of the *Consultant's* obligations to the *Sub-Consultant* under this Standing Offer.
2. The *Departmental Representative* may object to any *Sub-Consultant* within six (6) days of receipt of notification given in accordance with CS 8.1(a) and, on notification of such objection, the *Consultant* shall not enter into the intended agreement with the *Sub-Consultant*.
3. Neither an agreement with a *Sub-Consultant* nor the *Departmental Representative's* consent to such an agreement by the *Consultant* shall be construed as relieving the *Consultant* from any obligation under this Standing Offer or subsequent Call-ups, or as imposing any liability upon *Canada*.

CS 9 Cost Control

If the *services* required under a call-up are for a construction project, the following will apply:

1. Throughout Project development, the *Construction Cost Estimate* prepared by the *Consultant* shall not exceed the *Construction Cost Limit*.
2. In the event that the *Consultant* considers that the *Construction Cost Estimate* will exceed the *Construction Cost Limit*, the *Consultant* shall notify the *Departmental Representative* and
 - (a) if the excess is due to factors under the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and at no additional cost to *Canada*, make such changes or revisions to the design as may be necessary to bring the *Construction Cost Estimate* within the *Construction Cost Limit*; or
 - (b) if the excess is due to factors that are not under the control of the *Consultant*, changes or revisions may be requested by the *Departmental Representative*. Such changes or revisions shall be undertaken by the *Consultant* at *Canada's* expense, and the cost involved shall become an amount to be mutually agreed, prior to performance of the said changes or revisions.
3. If the lowest price obtained by bid process or negotiation exceeds the *Construction Cost Limit*, and if the excess is due to reasons within the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and without additional charge, be fully responsible for revising the Project scope and quality as required to reduce the construction cost and shall modify the construction documents as necessary to comply with the *Construction Cost Limit*.

2000DA CALCULATION OF FEES

CF 1 Fee Arrangement(s) for Services

1. The fee to be paid to the *Consultant* for the *Services* pursuant to any Call-up, shall be determined by one or more of the following methods:
 - (a) **Fixed Fee:**
The fixed fee will be established by multiplying the applicable hourly rate(s) by the number of hours, negotiated and agreed to by the *Departmental Representative* and the *Consultant*.
 - (b) **Time Based Fee to an Upset Limit:**
An upset limit will be established by the *Departmental Representative*, and the *Consultant* will be paid for actual work performed using the applicable hourly rate(s) for such work.
2. **Maximum Amount(s) Payable**
The maximum amount(s) that applies (apply) to the *Services* to be carried out at the fixed hourly rates shall be as specified in the Call-up, which amount(s) shall not be exceeded without the prior authorization of the *Departmental Representative* with the approval of Canada.

CF 2 Payments for Services

1. Payments in respect of the fixed fee shall be made upon satisfactory performance of the *Services* but such payments shall not exceed the amount(s) as specified in the Call-up, for each *Service*.
2. Payments in respect of the time based fee arrangement shall be made upon satisfactory performance of the *Services* but such payments shall not exceed the amount(s) as specified in the Call-up, for each *Service*.
3. Progress payments, in respect of all fee arrangements, shall be made in accordance with TP 2 in clause 9998DA, Terms of Payment, of the Standing Offer, but such payments shall not exceed the value of the fee indicated for each *Service* under consideration.
4. If, for reasons attributable to the *Consultant*, a price cannot be obtained by a tender or negotiation within the *Construction Cost Limit*, or acceptable to the *Departmental Representative* for the award of the *Construction Contract*, the *Consultant* shall be entitled to receive payment for the tender call, bid evaluation and construction contract award *Services*, only when the requirements of CS 9.3, in clause 9999DA, Consultant Services and Departmental Responsibilities, have been met.

STANDING OFFER BRIEF

General Objectives

- GO 1 Project Objectives
- GO 2 Issues

Project Administration

- PA 1 Services Administration

Required Services

- RS 1 Pre-Design Services
- RS 2 Schematic Design
- RS 3 Design Development
- RS 4 Construction Documents
- RS 5 Tender Call, Bid Evaluation & Construction Contract Award
- RS 6 Construction and Contract Administration
- RS 7 Risk Management
- RS 8 Commissioning the facility

Additional Services

- AS 1 Condition survey of existing buildings
- AS 2 Bilingual construction documents

GENERAL OBJECTIVES

GO 1 Project Objectives

Each project brief of a call-up will contain the details relative to the particular objectives of each project; however, the following broader government objectives will apply to all call-ups:

Before starting to provide services, the consultant must see whether the project objectives are subject to any amendments to standards, principles, strategies, acts and regulations. The applicable version is the one that is in effect at the time the project is being executed.

1. PWGSC Standards and Procedures

For standards relating to the service provisions herein please refer to "Doing Business" which is the new document which replaces "Doing Business with AES" or any latest applicable standards or procedure. The standards and procedures in PWGSC document "Doing Business" (Appendix 'C') and at project delivery stage as described in each individual Call-up must be adhered to in conjunction with this scope of services.

2. Design Principles - General

PWGSC (the Department) expects the Consultant to maintain a high standard of design, based upon recognized contemporary design principles. All design elements, planning, and engineering, must be fully coordinated, and consistent in adherence to good design principles, including the application of integrated design process principles.

The level of quality is to be consistent with other Government of Canada Buildings.

The project is to be implemented in a sustainable environmentally responsible manner.

Quality of materials and construction methods shall be commensurate with the type of building and the budget. Take into account the total life-cycling of the building.

Operating costs must be kept to a minimum and reflect the projected operating costs in the cost plan. This is to be achieved by compliance with the Energy Budget, selection of equipment, requiring the minimum of operating personnel, and for easy maintenance, etc.

3. Sustainable Development

The Treasury Board Policy on Management of Real Property requires real property to be managed in an environmentally responsible manner, consistent with the principles of sustainable development. As one of the largest landlords in the country, and given the major impact buildings have on the environment, the federal government is working to reduce the environmental impact of its operations related to real property.

Since April 2005, PWGSC has required any new federal office building, Crown-owned or long-term lease, to be built to meet the Canada Green Building Council's Leadership in Energy and Environmental Design (LEED®) Gold performance level. Through its departmental Sustainable Development Strategies (SDS), PWGSC has committed to meet the LEED® Silver performance level for major renovations. In April 2007, PWGSC began implementing the Building Owners and Managers Association of Canada's (BOMA) Go Green Plus (now BOMA BEST) environmental assessment program in order to help identify opportunities to improve the environmental performance of existing Crown-owned and new lease-purchase/emphyteusis office buildings. PWGSC's SDSs have also contained measurable commitments to energy, water, resources, and waste management for Crown-owned buildings. The Sustainable Buildings departmental policy (DP) consolidates and builds on these commitments.

In addition to the objectives related to LEED or others equivalent green building rating systems, the following sustainable design objectives should be targeted for PWGSC "Standard" Base-Building (Fit-Up as applicable) projects:

1) Energy Management

- Design should result in a building that exceeds the energy performance of a comparable building designed to meet the *Model National Energy Code for Buildings* (MNECB). The values to be met are at least 23% and preferably above 50% for new buildings and at least 19% and preferably above 25% for major renovation projects.
- The design team should consider the inclusion of renewable energy design features (e.g., passive solar air, ground and water, bio-mass energy supply, etc.) as part of its energy management strategy, accessing the RETScreen® Clean Energy Project Analysis Software (<http://www.etscreen.net/>) of Natural Resources Canada to evaluate options and assess feasibility.

2) Water Management

- Designed water consumption for the building shall not exceed 70% of the industry average for the previous year as published by the Building Owners and Managers Association (BOMA).
- Design shall investigate and report on the feasibility of incorporating a "grey water" system as part of the plumbing facilities for the building.

3) Resource Use and Product Selection

- Design must have undergone an assessment for embodied energy, resource consumption and environmental impacts using the Athena™ Life-Cycle Assessment Model of the Athena Sustainable Materials Institute.
- Where available, feasible and meet the performance requirements, products will be specified that meet the requirements necessary for certification by the Environmental Choice (EcoLogo) Program or other equivalent programs.
- Products are specified that eliminate hazardous materials in their content, manufacture, application, and use.
- Where available, feasible and meet the performance requirements, products such as paints, adhesives and sealant that will be specified will have no or low levels of emissions of volatile organic compounds (VOCs).
- Where available, feasible and meet the performance requirements, products will be specified that contain a minimum 10% of post consumer recycled product.
- Where feasible, design will incorporate the concept of "designing for disassembly" to promote reuse and to reduce waste.

4) Indoor Environmental Quality and Lighting Strategies

- Indoor air quality must meet the standards as required by the Canada Labour Code Part II as well as ASHRAE Standards 62.1-2010 and 55-2010 at a minimum.
- The design shall ensure that there are no instances that will promote the accumulation of moisture in the HVAC system or the collection of standing water.
- Passive ventilation systems shall be investigated to replace or supplement mechanical HVAC systems.
- All noxious or unpleasant odours arising as a result of construction activities shall be purged from the space/facility prior to occupancy and filters replaced.
- Design options such as CO₂ sensors, humidity sensors, and individual air volume controls shall be examined for their feasibility.

- Lighting levels shall meet the minimum requirements of the Canadian Occupational Safety and Health (COSH) Regulations, the National Building Code (NBC), the Canadian Electrical Code (CEC) and PWGSC's "Office Lighting Standard".
- Lighting strategies shall be designed to apply the minimum for way-finding and employ to task lighting to the maximum extent feasible and consistent with functional requirements.
- Lighting strategies shall be designed to maximize the availability of natural light while effectively addressing the adverse effects of lighting glare (both natural and artificial) on video display terminals (VDTs).
- The most current industry standards for indoor environmental controls for air and light quality shall be specified.

4. Waste Management

The Construction, Renovation, and Demolition (CRD) Non-hazardous Solid Waste Management Protocol (most recent version to be referred to) to which Real Property Branch (RPB) is bound, provides directions on the undertaking of non-hazardous solid waste management actions for CRD projects. The protocol is designed to meet the requirements of federal and provincial policies and the objectives of the (RPB) Sustainable Development Strategy (SDS) as these relate to non-hazardous solid waste generated in CRD projects.

For all Real Property Branch projects where the area exceeds 2 000 m², a solid waste management program must be implemented. This requirement exists by regulation in the province of Ontario and by policy for the rest of Canada. A minimum landfill diversion rate of 75% is to be achieved where local recycling facilities exist. For projects where the area is less than 2 000 m², a preliminary waste management evaluation of the economic feasibility of a waste management program must be carried out.

The results from the RPB CR&D waste management pilot projects have been very positive. Based on these results and results obtained from similar projects that have been completed by other organizations, the following can be said:

- Approximately 50% to 95% of the waste generated during CR&D projects can be diverted from landfill through reduction, reuse, and recycling initiatives.
- Approximately 40 000 tons of waste are produced for every one billion dollars that is spent on construction projects.
- Contractors and projects managers must plan for extra project time when implementing CR&D waste diversion initiatives. However, added labour hours costs can be recuperated and a savings of up to 30% of the waste management costs (approximately 10% of the total project budget) can be achieved through reduced tipping fees, avoided haulage costs, and the sale of reusable and recyclable materials.

The Departmental Representative will provide details of waste management delivery strategies.

5. Code Compliance

The consultants are responsible for observing standards, codes, legislation, regulations, municipal by-laws and decisions made by authorities having jurisdiction in carrying out the projects. In case of overlap, the most stringent requirements must be applied. The consultants must indicate the other areas of jurisdiction to which the project is subject.

6. Risk Management

A risk management strategy is crucial for PWGSC Project Management and integrates project planning into procurement planning. All the stakeholders of a project will be an integral part of the risk management strategy, culminating in an integrated product team. Specific services required for project delivery are outlined in Required Services.

7. Health and Safety

Public Works and Government Services Canada (PWGSC), recognizes the responsibility to ensure the health and safety of all persons on Crown construction projects and the entitlement of both federal employees and private sector workers to the full protection afforded them by occupational health and safety regulations.

In keeping with the responsibility and in order to enhance health and safety protection for all individuals on federal construction sites, PWGSC will voluntarily comply with the applicable provincial/territorial construction health and safety acts and regulations, in addition to the related Canada Occupational Safety and Health Regulations. PWGSC also has a departmental policy, DP-007 (2007-12-19), Health and Safety Policy, which applies to all projects.

OG 2 Issues

1. Major Cost Issues

Issue: Construction cost limitations

Strategy to control cost:

- Effective cost estimating and cost control is of prime importance and shall be provided by qualified personnel in construction costs estimates. The Class C and Class B cost estimates shall be submitted in elemental cost analysis format. The standard of acceptance for this format is the current issue of the elemental cost analysis format issued by the Canadian Institute of Quantity Surveyors.
- The Class A cost estimate shall be submitted in trade cost breakdown format. Cost estimates shall have a summary plus full back-up showing items of work, quantities, unit prices and amounts.

2. Major Time Issues

Issue: Project Time Management, Planning, and Control

- The Time Management, Planning, and Control Specialist (scheduler) shall provide a Project Planning and Control System (Control System) to enable planning, scheduling, project monitoring and progress reporting.
- He shall also draft a report on Time Management, Planning, and Control (Progress Report). It is required that a fully qualified and experienced Scheduler play a major role in providing services in the development and monitoring of the project schedule.
- The scheduler will follow good industry practices for schedule development and maintenance as recognized by the Project Management Institute (PMI).

Issue: "out of service time frame"

- It is imperative that the out of service time frame for the various electromechanical systems as a result of construction be minimized as much as possible.
- Program operations and time frames will govern the particular allotted time frame for construction through the identified Call-Up.

3. Major Operational Issues

Issue: Adjacent Programs

- Sustainability of adjacent programs is mandatory and therefore design decisions must be sensitive to that requirement. Additional factors recognized as affecting adjacent programs are the following: reliability of systems and equipment, redundancy to ensure continued operation, and prolonged commissioning issues.

4. Major sustainable development component

Within the context of sustainable development policies and strategies that apply to PWGSC projects, it is probable that some subsequent call-ups require a level of competence and specific certification in this field (LEED or other forms of certification). The proponent's team must be able to provide the services asked for using qualified staff.

PROJECT ADMINISTRATION

PA 1 Service Administration

The following administrative requirements apply during all phases of project delivery.

1. Coordination with PWGSC

The PWGSC Project Manager assigned to the project is the *Departmental Representative*.

The *Departmental Representative* is directly concerned with the project and responsible for its progress. The Departmental Representative is the liaison between the Consultant, Public Works and Government Services Canada and the Client Departments.

Public Works and Government Services Canada administers the project and exercises continuing control over the Consultant's work during all phases of development. Unless directed otherwise by the *Departmental Representative*, the Consultant obtains all Federal requirements and approvals necessary for the work.

The consultant shall:

1. Carry out services in accordance with project brief and, approved documents and directions given by the *Departmental Representative*.
2. Obtain the *Departmental Representative's* written approval before rendering the services of the next stage of the project.
3. Ensure all communications carry the PWGSC's Project Title, Project Number and File Number.
4. Advise the *Departmental Representative* of any changes, that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. The consultant shall detail the extent and reasons for the changes and obtain written approval before proceeding.
5. Obtain from the *Departmental Representative*, the most recent versions of the Document Submission Standards; CADD, etc.

2. Coordination with sub-consultants

The consultant shall:

1. Throughout all stages of the Project, coordinate and assume responsibility for the work of any sub-consultants and specialists retained by the consultant.
2. Ensure clear, accurate and ongoing communication of concept, budget, and scheduling issues (including changes) as they relate to the responsibilities of all sub-consultants and specialists from initial base building reviews to post construction reports.
3. Ensure Sub-Consultants provide adequate site inspection services and attend all required meetings.

3. General Project Deliverables

When deliverables and mandatory submissions that form part of the required services (RS) include summaries, reports, drawings, specifications, plans, schedules or any other deliverable that is asked for, provide six (6) paper copies of each document and two (2) electronic copies; one (1) copy in PDF format for all of the documents and one (1) copy in DWG format for plans and drawings, in accordance with PWGSC's submission standard.

All documents (drawings and specification) are to be produced in accordance with PWGSC document "Doing Business" (Appendix 'C') and at project delivery stage as described in each individual Call-up.

Drawings must comply fully with the most recent CADD standard.

4. Lines of Communication

Correspond only with the *Departmental Representative* at the times and in the manner dictated by him. The consultant shall not communicate with the client department unless so authorized in writing by the *Departmental Representative*.

During construction tender call, PWGSC conducts all correspondence with bidders and makes the contract award. The consultants are not allowed to communicate with bidders during the construction tender call period. All communications must be directed towards the contracting authority whose name appears in the tender call document (Acquisitions Services).

5. Media

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

6. Meetings

The Departmental Representative may arrange meetings every 2 weeks throughout the entire project development period, for all members of project team, including representatives from:

- Client Department
- Public Works and Government Services Canada
- Consultants

The Consultant shall attend the meetings, record the issues and decisions and prepare and distribute minutes within 48 hours of the meeting.

7. Project Response Time

It is a requirement of all projects covered under this Standing Offer that the prime consultant and their proposed sub-consultants should be personally available to attend meetings and respond to inquiries within half (½) a day of the Departmental Representative's request, in the locality of the place of the work from the date of the award of the consultant call-up until final inspection and turnover.

The proponent must be able to demonstrate the availability of adequate resources within their proposed team(s) to deliver the scope of services required by a call-up and as outlined in this Standing Offer in a timely fashion.

8. Submissions, Reviews and Approvals

For each call-up, work in progress may be reviewed by the Departmental Representative as well as; but, not limited to the following:

PWGSC in-house services

- Submission Format: drawings and specifications
- Submission Schedule: Submissions are reviewed at a time to be arranged. Give 10 days notice when work will be completed and delivered to the Departmental Representative.
- Expected Turnaround Time: 2 weeks
- Number of Submissions: until approval has been received

Design review committee - client

- Submission Format: reports, drawings and specifications, and oral presentations
- Submission Schedule: Submissions are reviewed at a time to be arranged. Give 10 days notice when work will be completed and delivered to the Departmental Representative.
- Expected Turnaround Time: 2 weeks
- Number of Submissions: until approval has been received

Human Resources Social Development Canada (HRSDC), Labour Program, Fire Protection

- Submission Format: drawings and specifications
- Submission Schedule: Submissions are reviewed at a time to be arranged. Give 10 days notice when work will be completed and delivered to the Departmental Representative
- Expected Turnaround Time: 1 month
Number of Submissions: until approval has been received.

REQUIRED SERVICES (RS)

- RS 1 Analysis of Project Requirements
- RS 2 Schematic Design
- RS 3 Design Development
- RS 4 Construction Documents
- RS 5 Tender Call, Bid Evaluation & Construction Contract Award
- RS 6 Construction and Contract Administration
- RS 7 Risk Management
- RS 8 Commissioning

REQUIRED SERVICES

In general, call-ups will include projects related to the renovation, rehabilitation and new construction, of electrical/mechanical systems in existing or new buildings and/or provide new electrical/mechanical systems. Owned by PWGSC or other Departments, those buildings belong to the following categories:

- a. general purpose office space for defined users;
- b. special purpose office space for high-security or high-technology users;
- c. laboratory;
- d. museum;
- e. warehouses and storage structures;
- f. agricultural buildings;
- g. garages;
- h. parking structures;
- i. correctional buildings;
- j. hospitals;
- k. sports buildings (gymnasium, training center, firing range, etc.)

Call-ups may include any or all of the following services:

MECHANICAL	ELECTRICAL
Fire Protection	Power Supply
Plumbing	Primary Distribution
HVAC	Secondary Distribution
Controls	Emergency Power Supply and Distribution
Refrigeration	Lighting
Energy	Fire Alarm
	Telecommunications

Call-ups may include any or all of the following services. Specific services will be identified in each call-up, and here is an overview:

1. Investigation, reports and legal expertise
2. Building Condition Report
3. Design requiring drawings & specifications
 - Analysis of project requirements
 - Design Concept
 - Design Development
 - Construction Documents
 - Pre-Tender Construction Cost Estimate and Project Schedule
4. Tender Call, Bid Evaluation and Construction Contract Award
5. Construction and Contract Administration
6. Risk Management
7. Commissioning

Project delivery for each individual Call-up generally requires to conform to the following structure.

RS 1 Analysis of project requirements

The purpose of this stage is to ensure the consultant has reviewed and integrated all the project requirements, identified and evaluated conflicts or problems, provided alternative strategies, presented and received approval on a Project scope, delivery process, schedule and estimate required to deliver a cohesive project of quality. This approved deliverable will become the Project Scope of Services and will be utilized throughout the project to guide the delivery.

- Analysis of Project Requirements;
- Visit the building/site, investigate and analyze the availability and capacity of services needed for the project;
- Investigate the requirements for the particular facility, including existing and new technologies;
- Review all available existing material related to the type of facility;
- Investigate and analyze all applicable codes, regulations standards, including (but not limited to): National Building Code, Canada Labour Code, Model National Energy Code, NFPA, Québec Occupational Health and Safety, Medical Research Council;
- Identify and verify all authorities having jurisdiction over the project;
- Report on Class 'D' Order of Magnitude Cost for each option.
- Prepare recommendations on the feasibility of the project.

1. Building Condition Report

Such service requires the following activities:

- review of existing documentation/evaluation reports on the building physical condition, operational and technical performance;
- review of current local, provincial, national building codes, standards and code compliance analysis;
- review of original and as-built drawings;
- review maintenance contracts in place and their levels of service;
- interview operations personnel to determine what maintenance is done in house and how frequently by verifying with the log books on hand;
- review annual and monthly maintenance plans to ensure that all critical systems are being maintained and tested and to verify that the tests are being carried out;
- assess the levels of maintenance with respect to equipment meeting its anticipated life cycle;
- ensure that maintenance is done to a level so as to avoid critical systems failure that could impact on tenants;
- ensure that life protection systems are evaluated for maintenance and testing, including randomly verifying the extinguisher maintenance, riser pressure etc.

2. Deliverables

Comprehensive summary of the existing conditions, feasibility and options analysis including:

- Report on existing base building system elements including their condition, deficiencies and life expectancy;
- Report on existing facility systems requirements;
- Report on all applicable codes, regulation, standards and authorities having jurisdiction;
- Report on environmental impact, sustainability;
- Report on recommendations and options analysis;

- Written identification of the problems, conflicts or other perceived information/clarifying assumptions for the acknowledgment of the project manager;
- Class 'D' cost estimate report.

RS 2 Schematic Design

The purpose of this stage is to explore design options and analyze them with respect to priorities and program objectives previously identified. Out of this process, one option will be recommended to proceed to Design Development

- Obtain written approval from Project Manager for development of schematic design options based on the analysis of the Project Brief;
- Analyze each solution with regard to the project goals including cost and schedule;
- Write a preliminary project-description report outlining the various components and system options;
- Recommend one option for further development with all supporting background and technical justifications;
- Verify and ensure compliance with all acts, regulations, codes, standards and municipal regulations applicable to the project design;
- Produce a class 'C' cost estimate for the various options;
- Produce an implementation schedule.

1. Mechanical

- Explain in the concept submission the manner in which the proposed mechanical systems correlate with user requirements;
- Identify whether full time operating staff will be needed for operating any of the mechanical equipment. Differentiate between staff that is needed by code requirements versus that staff which is needed because of the nature and size of the facility;
- Identify location of entry point into the building of all mechanical services into the building;
- Identify in square metres the area to be provided for mechanical rooms, and then identify what percentage of total building area this represents. Identify location of mechanical spaces in the building;
- Analysis of alternative mechanical schemes at the schematic design stage shall reveal energy consumption of building systems, operating and maintenance costs on a month by month basis for a time span of one year. Accordingly the estimated energy, operating and maintenance costs shall be used in life cycle cost analyses in order to determine the most beneficial mechanical systems alternative. Life cycle cost analyses shall be based on a projected building life of 25 years;
- Carry out energy analysis on system alternatives;
- Establish an energy budget for the building and compare it to energy consumption of other similar buildings. Total energy consumed in the building shall be expressed in kWh/m².

2. Electrical

- Explain proposed basic electrical systems of significance to the early design;
- Submit site plan showing location of service entrances;
- Submit distribution diagram showing single line diagrams to distribution centres;
- For each floor plans, indicate lighting layout and power outlets location;

- For each floor plans, indicate ceiling distribution systems for lighting, power and telecommunications;
Provide an electrical design synopsis, describing the electrical work in sufficient detail for assessment and approval by the Department. Include feasibility and economic studies of proposed systems complete with cost figures and loads.

3. Deliverables

- Preliminary analysis report of current applicable codes, standards, acts and regulations;
- Schematic Design Drawings;
- Description of the options with recommendation of preferred solution;
- Preliminary outline specification in Unifomat II indicating main electrical/mechanical components and systems;
- Class 'C' cost estimate, including methodology of the estimate, assumptions made, costing alternatives and life cycle costs;
- Report on deviation from schedule and recommend corrective measures or updated time line.

RS 3 Design Development

This stage is intended to further develop one of the options presented at the Schematic Design stage. The Design Development documents consist of drawings and other documents to describe the size and character of the entire project as to mechanical and electrical systems, materials and such other elements as may be appropriate.

- Obtain written approval from Project Manager for development of one of the proposed Schematic Design options;
- If any alterations are demanded, document all required changes, analyze the impact on all project components, and resubmit for approval if required;
- Expand and clarify the Schematic Design intent for each design discipline;
- Analyze the constructability of the project and advise on the construction process and duration;
- Continue to review all applicable statutes, regulations, standards, municipal regulations, codes and by-laws in relation to the design of the project;
- Produce a class 'B' cost estimate and update implementation schedule;
- Provide a list of all NMS sections to be used, complete with a full draft specification, catalogue cuts and sustainable development/green choices.

1. Mechanical

- Submit site Plan showing service entrances for water supply, sanitary and storm drains and connections to public utility services, including all key invert elevations;
- Submit drawings showing preliminary sizing of ventilation, cooling and heating systems showing locations, and all major equipment layouts in mechanical rooms;
- Submit drawings of the fire protection systems showing major components;
- Produce preliminary designs based on the approved schematic design for plumbing, fire protection and HVAC;
- Update the energy analysis and energy budget established at the schematic design stage;

- Provide information of all internal and external energy loads in sufficient detail to determine the compatibility of the proposal with existing services, approved concept and energy budget;
- **Analyze** selected equipment and plant with schematics and calculations sufficient to justify the economy of the selected systems;
- Describe the mechanical systems to be provided and the components of each system;
- Describe the perceived operation of the mechanical systems;
- Explain what operating staff will be needed to operate the building systems and the expected functions of the operation staff;
- Describe the building systems control architecture. Provide preliminary EMCS network architecture, mechanical control schematics, and sequence of operation;
- Explain what acoustical and sound control measures are to be included in the design.

2. Electrical

- Explain in the concept submission the manner in which the proposed electrical systems correlate with user requirements.
- Provide drawings showing advanced development of the following :
 - ❖ Single line diagram of the power circuits with their metering and protection, including :
 - a. Complete rating of equipment;
 - b. Ratios and connections of CT's and PT's;
 - c. Description of relays when used;
 - d. Maximum short circuit levels on which design is based;
 - e. Identification and size of services;
 - f. Connected load and estimated maximum demand on each load centre.
 - ❖ Electrical plans with:
 - a. Floor elevations and room identification;
 - b. Legend of all symbols used;
 - c. Circuit numbers at outlets and control switching identified;
 - d. All conduit and wire sizes except for minimum sizes which should be given in the specification;
 - e. A panel schedule with loadings for each panel;
 - f. Telephone conduits system layout for ceiling/floor distribution.
 - ❖ Riser diagrams for lighting, power, telephone and telecommunication cable systems, fire alarm and other systems.
 - ❖ Elementary control diagrams for each system.
 - ❖ Schedule for motor and controls.
 - ❖ Complete lighting layout and fixture schedule clearly indicating methods of circuiting, switching and fixture mounting.
 - ❖ Electric heating layout and schedule.
 - ❖ Provide the following data:
 - Total connected load;
 - Maximum demand and diversity factors;
 - Sizing of standby load;
 - Short-circuit requirements and calculations showing the ratings of equipment used.

3. Deliverables

- Floor plans including all disciplines showing all floor elements and services to detail necessary to make all design decisions and to substantially estimate the cost of the project;
- Demolition Plans;
- Update report of applicable codes, standards, acts and regulations that are in effect;
- Provide a list and draft specification sections of all NMS sections to be used. Submit outline specifications for all systems and principle components and equipment;
- Class 'B' cost estimate;
- Preliminary construction schedule including long term delivery items;
- Fire Protection Engineers Report including requirements, strategies or interventions for protection of the building and it's occupants;

RS 4 Construction Documents

The purpose of this stage is to prepare drawings and specifications setting forth in detail the requirements for the construction and final cost estimate of the project.

- 33% indicates technical completeness of all working documents;
- 66% indicates substantial technical development of the project - well advanced engineering plans, details, schedules and specifications;
- 99% is the submission of complete Construction Documents ready for tender call and submission to local authorities for pre-permit purposes;
- Deliverables are similar at all three stages. Final Submission incorporates all revisions required in the 99% version and is intended to provide PWGSC with complete construction documents for tender call.
- Obtain Project Manager's approval for Design Development submissions (33%, 66%, 99% and final);
- Confirm format of drawings and specifications.
- Submit drawings and specifications at the required stages. (33%, 66%, 99%). Paper copies of plans and specifications. Electronic copies of drawings and specifications, DWG and PDF formats according to the directory structure provided by PWGSC.
- Ensure compliance with codes, standards, legislation and regulations that are in effect and apply to the project;
- Provide written response to all review comments and incorporate them into Construction Documents where required;
- Submit updated cost estimates as the project develops;
- Update the project time plan (schedule);
- Prepare a final Class 'A' estimate.
- Consultant shall ensure that his staff and the sub-consultant representatives attend the technical and production meetings as required;
- Consultant shall ensure all documents are coordinated with all sub-consultants and disciplines;
- Consultant shall prepare minutes of the meetings and distribute copies to all participants.

1. Mechanical

- Submit flow diagrams, system layouts, equipment selections and sizes, floor plan layouts showing major equipment;
- All major ductwork sized and shown on drawings including layout of all major mechanical and transformer rooms;
- EMCS network architecture, mechanical control schematics, sequence of operation for each mechanical system, electrical control schematics, DDC input/output point schedules;
- Commissioning Plan;
- Update the building load calculation, energy analysis and energy budget;
- Specifications and an index of specifications. The specifications shall consist of typed and edited PWGSC amended NMS sections.

2. Electrical

- Explain in the concept submission the manner in which the proposed electrical systems correlate with user requirements.
- Provide electrical drawings, including :
 - ❖ Single line diagram of the power circuits with their metering and protection, fire alarm, telephone and telecommunications, etc.;
 - ❖ Complete lighting layout;
 - ❖ Electric heating layout.

3. Deliverables

- Deliverables are similar at all three stages;
- Completeness of the project development should reflect the stage of a submission.

99% Submission:

- Complete specification and working drawings.
- 99% Commissioning plan.
- One copy of updated Cost Plan and Project Schedule.

Final Submission:

- This submission incorporates all revisions required by the review of the 99% submission. Provide the following:
 - ❖ Complete set of originals of the working drawings.
 - ❖ Complete sets of original specifications.
 - ❖ Class 'A' cost estimate
 - ❖ Complete Commissioning Plan
- As a safeguard against loss or damage to the originals, retain a complete set of drawings in reproducible form and one copy of specification.
- Submit and obtain approval on plans and specifications required by Inspection Authorities (Municipal or else) before tender call.

RS 5 Tender Call, Bid Evaluation & Construction Contract Award

The intent is to obtain and evaluate bids from qualified contractors to construct the project as per the Tender Documents and to award the construction contract according to government regulations, including Federal Rules for Bid Depositories.

- Attend tenderers briefing meeting(s); i.e. Job Showing;

- Prepare addenda based on questions arising in such meetings for issue by the Contracting Authority;
- Provide the Project Manager with all information required by tenderers to fully interpret the Construction Documents. The Contracting Authority will issue the addenda to all participants;
- Assist in tender evaluation by providing advice on the following :
 - ❖ The completeness of tender documents in all respects;
 - ❖ The technical aspects of the tenders;
 - ❖ The tenderers capability to undertake the full scope of work;
 - ❖ The availability of adequate equipment to carry out the work.
- If PWGSC decides to re-tender the project, provide advice and assistance to the Project Manager;
- Revise and amend, at your cost, the construction documents to bring the cost of the work within the limits stipulated;
- Examine and report on any cost and schedule impact created by the issue of tender / contract addenda.

RS 6 Construction & Contract Administration

This stage is to implement the project in compliance with the Contract Documents and to direct and monitor all necessary or requested changes to the scope of work during construction.

- During the implementation of the project, act on PWGSC's behalf to the extent provided in this document.
- Carry out the review of the work at intervals appropriate to determine if the work is in conformity with the Contract Documents.
- Keep PWGSC informed of the progress and quality of the work and report any defects or deficiencies in the work observed during the course of the site review.
- Ensure compliance with Commissioning Plan, update plan as necessary.
- Determine the amounts owing to the Contractor based on the progress of the work and certify payments to the contractor.
- Act as interpreter of the requirements of the Contract Documents.
- Provide cost advice during construction.
- Advise the Project Manager of all potential changes to scope for the duration of the implementation.
- Review the Contractor's submittals.
- Prepare and justify change orders for issue by the Departmental Representative.
- Indicate any changes or material/equipment substitutions on Record Documents.
- During the twelve (12) month warranty period investigate all defects and alleged defects and issue instructions to the Contractor.
- Prepare and post Systems Operating Instructions.
- Conduct a final warranty review.

Construction Safety

- All construction projects that are occupied by federal employees during construction are subject to the Canada Occupational Safety and Health Act and Regulations as administered by Health and Welfare Canada, Canadian Work Code and/or Provincial Regulations -which ever is more restrictive.

- Fire safety provisions during construction must comply with FCC Standards 301 and 302, administered by Fire Protection Engineering Services, Labour Program, Human Resources Development Canada, formerly known as the Fire Commissioner of Canada.
- In addition to the above, the Contractor must comply with the provincial and municipal safety laws and regulations, and with any instructions issued by the officers of these authorities having jurisdiction relating to construction safety.
- Ensure the Contractor is mandated to provide all required coordination, isolation, protection and reinstatement of the fire protection and suppression systems throughout construction. Notify the Property Manager each time the fire protection and suppression systems are bypassed and advise of estimated reinstatement time. Ensure the Contractor is mandated to provide Watchman Service as defined in FC 301 and by the Fire Commissioner.
- Assume the principal contractor role if he is designated.

Site Visits

- Provide non-resident construction inspection services. Ensure compliance with contract documents.
- Provide services of qualified personnel who are fully knowledgeable with technical and administrative requirements of project.
- Establish a written understanding with contractors as to what stages or aspect of the work are to be inspected prior to being covered up.
- Assess quality of work and identify in writing to the Contractor and to the Department all defects and deficiencies observed at time of such inspections.
- Provide clarifications on Plans and Specifications or site conditions, as required in order that project not be delayed.
- Report to the Department regularly on the progress of the work. Submit weekly reports.

Shop Drawings

- Verify the number of copies of shop drawings required. Consider additional copies for Client's departmental review.
- Shop drawings shall be stamped: "Checked and Certified Correct for Construction" by the Contractor and stamped: "reviewed" by the Consultant before return to the Contractor.
- On completion of project forward three copies of reviewed shop drawings to the Department. Ensure that shop drawings include the project number and are recorded in sequence.

Inspection and Testing

- Prior to tender, provide Department with recommended list of tests to be undertaken, including on site and factory testing.
- Ensure all testing is detailed within commissioning plan.
- When contract is awarded, assist Departmental Representative in briefing testing firm on required services, distribution of reports, communication lines, etc.
- Review all test reports and take necessary action with Contractor when work fails to comply with contract.
- Immediately notify Project Manager when tests fail to meet project requirements and when corrective work will affect schedule.
- Assist Departmental Representative in evaluating testing firm's invoices for services performed.
- Inform the Department when satisfied that the project is substantially completed. The Consultant shall ensure that his/her representative, his/her sub-consultant representative, On-Site inspector, Contractor and major sub-trades representatives shall form part of the Project Acceptance Board and attend all meetings as organized by the Department.

- Inform the Departmental Representative when satisfied that all work under the contract has been completed, including the deficiency items. Inspection and Acceptance as a result of the Interim Inspection. The Department reconvenes the Acceptance Board which makes a final inspection of the project. If everything is satisfactory the Board makes final acceptance of the project from the Contractor.

Construction Changes

- The Consultant does not have authority to change the work or the price of the Contract. However, the Consultant will prepare Contemplated Changes Notices (CCNs) and Change Orders (COs).
- Changes which affect cost or design concept must be approved by the Department.
- Upon Departmental approval obtain quotations from the Contractor in detail. Review prices and forward promptly recommendations to the Department.
- The Department will issue Consultant-prepared CCNs and COs to the Contractor, with copy to Consultant.
- All changes, including those not affecting the cost of the project, will be covered by Change Orders.
- The practice of "trade offs" is not allowed.

Contractor's Progress Claims

- Each month the Contractor submits a progress claim for work and materials as required in the Construction Contract.
- The claims are made by completing the following forms where applicable :
 - Request for Construction Payment
 - Cost Breakdown for Fixed Price Contract
 - Statutory Declaration Progress Claim
- Review and sign designated forms and promptly forward claims to the Department (Project Manager) for processing.
- Submit with each progress claim :
 - Updated schedule of the progress of the work.
 - Photographs of the progress of the work.
- Payment requires completion and signing, by the parties concerned, of the following documents:
 - Interim Certificate of Completion
 - Cost Breakdown for Fixed Price Contract
 - Cost Breakdown for Unit or Combined Price Contract
 - Inspection and Acceptance
 - Statutory Declaration Interim Certificate of Completion
 - Workmen's Compensation Board Certificate.
- The final payment requires completion and signing, by the parties concerned, of the following documents:
 - Final Certificate of Completion
 - Cost Breakdown for Fixed Price Contract
 - Inspection and Acceptance
 - Statutory Declaration Final Certificate of Completion
 - Cost Breakdown for Unit and/or Combined Price Contract
 - Workmen's Compensation Clearance Certificate
 - Hydro Certificate

Deliverables

- Written reports from site visits including persons involved.
- Written reports on the progress of the work and the cost of the project at the end of each month.
- Additional detail drawings when required to clarify, interpret or supplement the Construction Documents.
- Post contract drawings.
- Interim or Final certificates.
- Debrief of Commissioning Activities.
- As built records.
- Warranty deficiency list.
- Report on Final Warranty Review.
- As-Built and Record Drawings and Specifications
 - Following the take-over, obtain as-built marked-up hard copy from the Contractor showing significant deviations in construction from the original Contract drawings, including changes shown on Post-Contract Drawings, changes resulting from Change Orders or from On Site Instructions.
 - Check and verify all as-built records for completeness and accuracy and submit to PWGSC.
 - Produce Record Drawings by incorporating As-Built information into project drawings.
 - Submit Record Drawings and Specifications in number and format required by the Consultant Agreement within 8 weeks of final acceptance.
 - Provide a complete set of final shop drawings.

RS 7 Risk Management

The consultant is to provide support to the Project Manager in identifying risks throughout the project life cycle.

- Identify risk events based on past experience and using proposed checklist or other available lists;
- Qualify/quantify probability of risk event (Low, Medium, High) and their impact (Low, Medium, High);
- Prioritize risk events (i.e. concentrate efforts on risk events with High probability and Medium to High impact);
- Develop risk response (i.e. evaluate alternatives for mitigation. This is the real added-value of risk management); and,
- Implement risk mitigation.

RS 8 COMMISSIONING THE FACILITY

Throughout this stage, the Consultant and Consultant's representatives on site will work closely with the Commissioning manager, PWGSC and the Contractor to implement commissioning activities and create useful, well integrated drawings, reports and manuals, in compliance with Contract Documents.

- To define the operational performance and maintenance requirements of mechanical / electrical equipments and systems installed and/or modified in the project.
- To ensure that responsibility for meeting these requirements and demonstrating compliance is defined in the design and contract documents.

- To ensure that appropriate start-up and checkout procedures are employed for components, subsystems, including meaningful documentation for and certification of Quality Control reports and techniques under the normal or enhanced basic services and contractual procedures.
- To ensure that the final product meets the specified requirements and the criteria set out in the investment analysis report (I.A.R.).
- To document the operations, maintenance and management requirements, and transferring the completed works to qualified facility operators.
- To minimize the life-cycle operating and maintenance costs.
- To verify that the department's functional requirements are correctly interpreted during the design stage, and that the building systems operate consistently at peak efficiencies, under all normal load conditions, and within the specified energy budget.
- Identify contractor and subcontractor commissioning, PV and testing responsibilities.
- Plan the performance verification (PV) activities, develop the installation checklists and PV report forms, and prepare a detailed verification schedule. PV tests will be performed by the contractor. Maintain detailed development reports and review with the contractor for special systems such as EMCS.
- PV inspection forms will be completed for all components, sub-systems and systems, and a final performance verification report will be submitted to the Commissioning Manager.
- Prepare a training plan for the O&M staff to be trained on the operations of the new facility
- Make recommended revisions to documentation to reflect all changes, modifications, revisions and adjustments as finally set upon completion of commissioning.
- Identify and monitor all deficiencies to be rectified by the contractor prior to the expiration of warranties.

ADDITIONAL SERVICES (AS)

AS 1 Condition Survey of Existing Buildings

1. General

PWGSC's technical services have all of the building plans for most buildings. The consultant must validate them as prescribed previously in the required services. There will be no additional payment for this validation.

2. Description of services

.1 Additional as-built drawings of existing conditions:

- During development of the design and the construction plans, additional as-built drawings of the existing building may be needed to provide specific information that is required.

.2 Partial or complete as-built drawings of existing conditions:

- If the building plans were not available.
- If the plans of important sections of the building were not available or were not in keeping with the existing building.

AS 2 Bilingual Construction Documents

1. Construction documents must be submitted in both official languages.

2. Requirements relating to the two official languages:

1. The consultant must prepare all construction documents in both official languages of Canada.
2. Considering that the two official languages are on an equal footing; none is considered a translation of another.
3. The consultant is responsible for the accuracy and completeness of the text, and the consistency of documents. Both versions of the plans and specifications (English and French) will be sealed and signed by the consultants.
4. The current practice is to produce a single set of drawings with notes written in French and English, and separate documents in each language for the specifications, the addenda and all other documents needed for tendering reasons such as archive drawings and documents dealing with operations, maintenance and the like.

SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

- SRE 1 General Information
- SRE 2 Proposal Requirements
- SRE 3 Submission Requirements and Evaluation
- SRE 4 Price of Services
- SRE 5 Total Score
- SRE 6 Submission Requirements - Checklist

SUBMISSION REQUIREMENTS AND EVALUATION

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

An overview of the selection procedure' can be found in General Instructions to Proponents (GI 9).

1.2 Submission of Proposals

The Proponent is responsible for meeting all submission requirements. Please follow detailed instructions in "Submission of Proposals", General Instructions to Proponents (GI 10).

1.3 Calculation of Total Score

For this Standing Offer the Total Score will be established as follows:

Technical Rating x 90%	=	Technical Score (Points)
Price Rating x 10%	=	Price Score (Points)
Total Score		Max. 100 Points

SRE 2 PROPOSAL REQUIREMENTS

2.1 Requirement for Proposal Format

The following proposal format information should be implemented when preparing the proposal.

1. Submit one (1) bound original plus four (4) bound copies of the proposal.
2. Paper size should be - 216mm x 279mm (8.5" x 11")
3. Minimum font size - 11 point Times or equal
4. Minimum margins - 12 mm left, right, top, and bottom
5. Double-sided submissions are preferred
6. One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
7. 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
8. The order of the proposals should follow the order of the Request for Standing Offer SRE 3 section.

2.2 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is thirty (30) pages.

The following are not part of the page limitation mentioned above;

- Covering letter
- Declaration/Certifications Form (Appendix A)
- Front page of the Request for Standing Offer document
- Front page of revision(s) to the Request for Standing Offer document
- Price Proposal Form (Appendix B)

Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the proposal and will not be forwarded to the PWGSC Evaluation Board members for evaluation.

SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

Failure to meet the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

3.1.1 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

1. Appendix A, Declaration / Certifications Form as required.

3.1.2 Licensing, Certification or Authorization

The Proponent shall be authorized to provide engineering services and must include a building mechanical engineer, and a building electrical engineer licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province of Québec.

You must indicate current license number or how you intend to meet the provincial licensing requirements.

3.2 RATED REQUIREMENTS

Proposals meeting the mandatory requirements will be evaluated in accordance with the following criteria. The clarity of the proposal writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response):

3.2.1 Comprehension of the Scope of Services

1. *What we are looking for:*
A demonstration of the understanding of the overall requirements for services, including specific deliverables, expected approaches, technical expectations, and coordination requirements, especially in delivering government projects.
2. *What the Proponent should provide:*
 - (a) scope of services - detailed list of services;
 - (b) summary of your proposed typical work breakdown structure, i.e. resources assigned, time schedule, level of effort;
 - (c) broader goals (federal image, sustainable development, sensitivities);
 - (d) risk management strategy;
 - (e) project management approach to working with PWGSC (understanding of PWGSC management structure, Client environment, standing offer process, working with the government in general);

3.2.2 Team Approach / Management of Services

1. *What we are looking for:*
How the team will be organized in its approach and methodology in the delivery of the Required Services.
2. *What the Proponent should provide:*
A description of:
 - (a) Roles and responsibilities of key personnel;
 - (b) Assignment of the resources and availability of back-up personnel;
 - (c) Management and organization (reporting structure);
 - (d) Description of the firm's approach to responding to the individual call-ups which will arise as a result of this standing offer;

- (e) Quality control techniques;
- (f) Demonstration of how the team intends to meet the 'Project Response Time Requirements' ;
- (g) Conflict resolution.

3.2.3 Past Experience

1. *What we are looking for:*
Demonstration that over at least the past five (5) years, the Proponent or its senior personnel has participated in a range of projects requiring a full scope of services in accordance with the Required Services (RS) section. The firm's participation in these projects should have involved the scope of services listed in the Required Services (RS) section.
2. *What the Proponent should provide:*
 - (a) A brief description of a maximum of five (5) significant projects undertaken and completed over the last five (5) years by the firm, or its senior personnel;
 - (b) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline;
 - (c) Indicate the dates the services were provided for the listed projects;
 - (d) Scope of services rendered, project objectives, constraints and deliverables; and
 - (e) Client references - name, address, phone and fax of client contact at working level. Reference checks may be completed if deemed necessary.
3. Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved firms in each project.

3.2.4 Senior Personnel Expertise and Experience

1. *What we are looking for:*
A demonstration that the Proponent has senior personnel in-house with the capability, capacity and expertise in each area listed in the Required Services (RS) section.
2. *What the Proponent should provide:*
 - (a) submit a maximum of two (2) c.v.'s of senior personnel; 1 for mechanical and 1 for electrical. Each curriculum vitae should clearly indicate the years of experience the senior personnel has in the provision of the services specified in the Required Services (RS) section; and
 - (b) Identify the personnel's years of experience, the number of years with the firm; and
 - (c) professional accreditation; and
 - (d) accomplishments/achievements/awards.

3.2.5 Project Personnel Expertise and Experience

1. *What we are looking for:*
A demonstration that the Proponent has project personnel in-house with the capability, capacity and expertise to provide the required services and deliverables listed in the Required Services (RS) section.
2. *What the Proponent should provide:*
 - (a) submit a maximum of four (4) c.v.'s of project personnel which will perform the majority of the work resulting from the individual Call-ups. Each curriculum vitae (2 for mechanical and 2 for electrical) should clearly indicate the years of experience the project personnel has in the provision of the services specified in the Required Services (RS) section;
 - (b) Identify the personnel's years of experience, the number of years with the firm;
 - (c) professional accreditation; and
 - (d) accomplishments/achievements/awards.

3.2.6 Hypothetical Projects

1. *What we are looking for:*

Describe the approach and methodology that you would employ to deliver the project in a general written response only.

The clarity of the report writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response).

2. *What the Proponent should provide for each hypothetical project :*

- (a) description of the approach and methodology that you would employ to solve the problem;
- (b) summary of your proposed work breakdown structure, i.e. scope of work, resources assigned, time schedule, level of effort in terms of number of hours of all identified resources;
- (c) appropriateness of assigned resources;
- (d) level of effort;
- (e) project management approach to working with PWGSC (understanding of PWGSC management structure, CSU/Client environment, standing offer process, working with the government in general);
- (f) problem-solving methodology (client involvement, PWGSC involvement, other government agency involvement, creative approaches to solving problems).

Calculation of a fee for the provision of these services is not required.

3. *The Facts:*

When responding to the following hypothetical fact situations, be advised that the hypothetical is to be used for evaluation purposes only. Areas and details in the hypothetical are provided only to give the Proponent sufficient material from which to develop an outline of their approach and methodology to the resolution of the issues.

4. *Preamble to the 3 hypothetical projects*

Project management at PWGSC wants to carry out a project and decides to make use of a standing offer for which your team has been chosen. In accordance with the rotation distribution system, your team is called up and the project manager in charge of the file contacts you and explains the mandate he wants to give you. As you are available, you accept the mandate and the manager sends you the project brief, which includes the schedule and the budget.

Explain what you will do from this point on for each of the projects.

PROJECT 1

In a tenant fit-up project, PWGSC wants to renovate three floors, each having a 6 000 m² of gross area, located in a 70 years old, 7 storey building. This Federal building underwent a major upgrade in the early 80's and the present floor layout and all mechanical and electrical systems are roughly 30 years old. Fit-up for each floor includes new floor layout composed mainly of open concept offices, a few enclosed offices, two 40 m² meeting rooms, one 60 m² departmental boardroom and a major 1 100 m² server room. Electrical / mechanical mandate: Design of new HVAC systems including air distribution, perimeter heating, fire protection system modification, new power distribution, lighting layout, and fire alarm system.

Services required: RS1 to RS8.

PROJECT 2

The Building Condition Report indicates that the existing emergency generator is at the end of its life expectancy and needs to be replaced. The generator serves a 30 years old building where a new tenant (Public Safety Canada) will move in during the current fiscal year. This 10 storey building has a 20 000 m² of total gross area and is presently undergoing an analysis to improve its seismic resistance. The existing generator is located in the roof penthouse and the client aims at increasing its capacity.

Electrical / mechanical mandate: Feasibility study in order to replace the emergency generator for which 3 scenarios must be proposed. For each of the three options it will be important to identify specific parasismic measures for the installation and to share this information with a third-party consultant in charge of a seismic analysis.

Services required: RS1 and RS2.

PROJECT 3

Under a recent reorganization, "Shared Services Canada" has been newly created. This new entity within PWGSC, will be responsible for information technology (IT) services across the Government of Canada. It's mandate, among other things, will be to consolidate IT services, thereby reducing associated capital and operating costs.

A first project will be put forward to consolidate data centers in eight different ministries of the Greater Montreal Region into one mega-data center. It is anticipated that this new center will house up to 3.5 megawatts of IT equipment. The reliability of the center shall be such that all computer equipment must be simultaneously served by two completely independent paths and will have to be equipped with Class A continuous cooling. Your firm is mandated to determine the feasibility of this project. In addition to technical solutions and electromechanical infrastructure costs that must be presented, the preliminary study will have to include an analysis of the spaces required by the computer, mechanical and electrical equipment.

Electrical / mechanical mandate: Feasibility study for the grouping of eight data centers where three feasible scenarios are requested.

Services required : RS1 and RS2.

3.3 EVALUATION AND RATING

1. Proposals that are responsive (i.e. which meet all the mandatory requirements set out in the Request for Standing Offer) will be reviewed, evaluated and rated by a PWGSC Evaluation Board. In the first instance, price envelopes will remain sealed and only the technical components of the proposal will be evaluated in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
Comprehension of the Scope of Services	1.0	0 - 10	0 - 10
Team Approach / Management of Services	1.5	0 - 10	0 - 15
Past Experience	1.5	0 - 10	0 - 15
Senior Personnel Expertise and Experience	1.5	0 - 10	0 - 15
Project Personnel Expertise and Experience	2.0	0 - 10	0 - 20
Hypothetical Projects	2.5	0 - 10	0 - 25
Total	10.0		0 - 100

To be considered further, proponents **must** achieve a minimum weighted rating of fifty (50) out of the hundred (100) points available for the rated technical criteria as specified above.

No further consideration will be given to proponents not achieving the pass mark of fifty (50) points.

SRE 4 PRICE OF SERVICES

All price proposal envelopes corresponding to responsive proposals which have achieved the pass mark of fifty (50) points are opened upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. This calculation will not be conducted when one or two responsive proposals are received.

All price proposals which are greater than twenty-five percent (25%) above the average price will be set aside and will receive no further consideration.

The remaining price proposals are rated as follows:

1. The lowest price proposal receives a Price Rating of 100;
2. The second, third, fourth and fifth, sixth, seventh, eighth, ninth and tenth lowest prices receive Price Ratings of 90, 80, 70, 60, 50, 40, 30, 20 and 10 respectively. All other price proposals receive a Price Rating of 0;
3. On the rare occasions where two (or more) price proposals are identical, the matching price proposals receive the same rating and the corresponding number of following ratings are skipped.

The Price Rating is multiplied by the applicable percentage to establish the Price Score.

SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	0 - 100	90	0 - 90
Price Rating	0 - 100	10	0 - 10
Total Score		100	0 - 100

The proposals will be ranked in order from the highest to the lowest using the total score (technical plus price). The proponents submitting the highest ranked proposals will be recommended for issuance of a standing offer. In the case of a tie, the Proponent submitting the lower price for the services will be selected. Canada reserves the right to issue up to eight (8) standing offers: five (5) for Zone 1 in Montreal, and three (3) for Zone 2 in Quebec City.

SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

The following list of documents and forms is provided with the intention of assisting the Proponent in ensuring a complete submission. The Proponent is responsible for meeting all submission requirements.

Please follow detailed instructions in "Submission of Proposals", General Instructions to Proponents (GI 10).

- ☐ Declaration / Certifications Form - completed and signed form(s) provided in Appendix A
- ☐ Proposal - 1 original + 4 copies
- ☐ Front page of Request for Standing Offer
- ☐ Front page of Revision(s) to a Request for Standing Offer

In a separate envelope:

- ☐ Price Proposal form - one (1) completed and submitted in a separate envelope

APPENDIX A

Declaration / Certifications Form

Declaration / Certifications Form (page 1 of 5)

Name of Proponent:

Street Address:

Mailing Address (if different than street address)

City:

City:

Prov./Terr./State:

Prov./Terr./State:

Postal/ZIP Code:

Postal/ZIP Code:

Telephone Number: ()

Fax Number: ()

E-Mail:

Procurement Business Number:

Type of Organization

___ Sole Proprietorship

___ Partnership

___ Corporation

___ Joint Venture

Size of Organization

Number of Employees _____

Graduate Architects/ _____

Prof. Engineers:

Other Professionals _____

Technical Support _____

Other _____

Declaration / Certifications Form (page 2 of 5)

Federal Contractors Program (FCP) - Certification

1. The Proponent, or, if the Proponent is a joint venture the member of the joint venture, certifies its status with FCP, as follows:

The Proponent or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada,
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c.44 (<http://laws.justice.gc.ca/en/E-5.401/index.html>);
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Please check the appropriate item above. Further information on the FCP is available on the HRSDC Web site (<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>).

2. If the Proponent does not fall within the exceptions enumerated in 1. (a) or (b), or does not have a valid certificate number confirming its adherence to the FCP, the Proponent must fax (819-953-8768) a copy of the signed form LAB 1168 (<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>), Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

Declaration / Certifications Form (page 3 of 5)

Former Public Servant (FPS) - Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, proponents must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Proponent a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Proponent must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Proponent must provide the following information:

Declaration / Certifications Form (page 4 of 5)

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a proposal, the Proponent certifies that the information submitted by the Proponent in response to the above requirements is accurate and complete.

Declaration / Certifications Form (page 5 of 5)

Name of Proponent:

This Declaration forms part of the offer.

Education, Professional Accreditation and Experience:

All statements made with regard to the education, professional accreditation and the experience of individuals proposed for providing services under the Standing Offer are accurate and factual, and we are aware that Canada reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-responsive. Should a verification by Canada disclose untrue statements, Canada shall have the right to treat any standing offer resulting from this solicitation as being in default and to terminate it accordingly.

DECLARATION:

I, the undersigned, being a principal of the Proponent, hereby certify that the information given on this form and in the attached Proposal is accurate to the best of my knowledge.

Name (print): _____

Capacity: _____

Signature _____

Telephone Number: () _____

Fax Number: () _____

E-mail: _____

Date: _____

During proposal evaluation period, PWGSC contact will be with the above named person.

This Appendix A should be completed and submitted with the proposal, but may be submitted afterwards as follows: if any of these required certifications is not completed and submitted with the proposal, the Contracting Authority will so inform the Proponent and provide the Proponent with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

APPENDIX B

Price Proposal Form

APPENDIX B - PRICE PROPOSAL

INSTRUCTIONS

1. Complete price proposal form and submit in a **separate sealed envelope**, with the Proponent's name, Solicitation Number, and "Price Proposal Form" typed on the outside. For firms wishing to bid for both zones, provide two envelopes clearly marked Zone 1 - Montreal and/or Zone 2 - Quebec.
2. Price proposals are not to include GST/HST and will be evaluated in Canadian Dollars.
3. Proponents are not to alter or add information to the form.
4. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: proponents must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have an Intermediate Personnel, the hourly rate provided must be equal to or greater than the hourly rate provided for the Junior Personnel. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.
5. The hourly rates specified in the table will apply to the first two (2) years of the period covered by the Standing Offer. For services provided during the first and second extension years, rates must be increased or reduced each time an option is exercised at the emission of an amendment, by multiplying the rates indicated in the Standing Offer by the percentage change in the Consumer Price Index (CPI) published by Statistics Canada for the province of Quebec. The most recent average index based on the twelve (12) month period prior to the date on which the option is exercised, shall be used.
6. The hourly rates submitted by firms must include travel and living expenses, and other expenses defined in Clause SC 2 of the supplementary conditions. Travel time and travel and living expenses related to the required services; firms are advised that their hourly rates must include any travel time and travel and living expenses associated with the delivery of services within a 50 km radius of Place Bonaventure in Montreal and/or a 50 km radius of 1550 D'Estimauville Avenue in Quebec City. For delivery of services outside of this radius, travel-related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current Treasury Board policy.
7. Fixed hourly rates for each category are to be provided in column B and are then multiplied by the weight factor in column A (provided for evaluation purpose only).

APPENDIX B - PRICE PROPOSAL

Name of Proponent: _____

Address: _____

Selected Zone: _____

Category of Personnel Mechanical/electrical	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
Partners of the firm	2,0	\$	\$
Principal Engineer	6,0	\$	\$
Senior Engineer	10,0	\$	\$
Intermediate Engineer	4,5	\$	\$
Junior Engineer	3,0	\$	\$
Principal Technician/Draftsman	4,5	\$	\$
Senior Technician/Draftsman	10,0	\$	\$
Intermediate Technician/Draftsman	4,5	\$	\$
Junior Technician/Draftsman	3,0	\$	\$
Administrative Support	2,5	\$	\$
Total	50,0		\$

Signature of Consultant or Joint Venture Consultants.

..... signature

..... capacity

..... signature

..... capacity

END OF PRICE PROPOSAL FORM

APPENDIX C

Doing Business, Quebec Region

Doing Business Quebec Region

TABLE OF CONTENTS

SECTION	PAGE
SECTION 1 INTRODUCTION	3
SECTION 2 PWGSC NATIONAL CADD STANDARD	4
SECTION 3 GUIDE TO PREPARATION OF CONSTRUCTION DOCUMENTS FOR PWGSC	4
SECTION 4 CLASSES OF CONSTRUCTION COST ESTIMATES USED BY PWGSC	14
SECTION 5 TIME MANAGEMENT	16

Appendices

Appendix 'A'	Checklist for the Submission of Construction Documents
Appendix 'B'	Sample Addendum Format
Appendix 'C'	Sample Index for Drawings and Specifications
Appendix 'D'	User Manual on Directory Structure and Naming Conventions Standards for Construction Tender Documents on CDROM, dated May 2005
Appendix 'E'	Basic Reference Guide on Converting Construction Drawings into Portable Document Format (PDF), dated May 2005

SECTION 1 INTRODUCTION

This document must be used in conjunction with the Terms of Reference TOR (Project brief, Request for proposals or others), as the two documents are complimentary. The TOR describes project-specific requirements while this document deals with information common to all projects. In case of a conflict between the two documents, the requirements of the TOR override this document.

SECTION 2 PWGSC NATIONAL CADD STANDARD

Drawings shall be in accordance with Public Works and Government Services Canada (PWGSC) National CADD Standards, Quebec regional version, and CSA B78.3 of Canadian Standards Association.

Refer to:

<http://www.tpsgc-pwgsc.gc.ca/biens-property/cdao-cadd/index-eng.html>

The above link is subject to change. The Consultant shall check with the Project Manager to ensure that the link and related information are current and relevant with regards to PWGSC National CADD Standards for the Quebec region.

SECTION 3 GUIDE TO PREPARATION OF CONSTRUCTION DOCUMENTS FOR PWGSC

1 Purpose

This document provides direction in the preparation of construction contract documents (namely specifications, drawings and addenda) for Public Works and Government Services Canada (PWGSC).

Drawings, specifications and addenda must be complete and clear, so that a contractor can prepare a bid without guesswork. Standard practice for the preparation of construction contract documents requires that:

- drawings are the graphic means of showing work to be done, as they depict shape, dimension, location, quantity of materials and relationship between building components.
- specifications are written descriptions of materials and construction processes in relation to quality, colour, pattern, performance and characteristics of materials, installation and quality of work requirements.
- Addenda are changes to the construction contract documents or tendering procedures, issued during the tendering process.

2 Principles of PWGSC Contract Documents

PWGSC's contract documents are based on common public procurement principles. PWGSC does not use Canadian Construction Document Committee (CCDC) documents.

The terms and conditions are prepared and issued by PWGSC as well as other related bidding and contractual documents. For information, the clauses are available on the following web site: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/tmtc-eng.jsp>. Any questions should be directed to the Project Manager.

3 Quality Assurance

Consultants are required to undertake their own quality control process and must review, correct and coordinate (between disciplines) their documents before sending them to PWGSC.

SPECIFICATIONS

1 National Master Specification

The National Master Specification (NMS) is a master construction specification available in both official languages, which is divided into 48 Divisions and used for a wide range of construction and/or renovation projects. In preparing project specifications, the Consultant must use the current edition of the NMS in accordance with the "NMS User's Guide".

The Consultant retains overriding responsibility for content and shall edit, amend and supplement the NMS as deemed necessary to produce an appropriate project specification free from conflict and ambiguity.

2 Specification Organization

Narrowscope sections describing single units of work are preferred for more complex work, however, broadscope sections may be more suitable for less complex work. Use either the NMS 1/3 - 2/3 page format or the Construction Specifications Canada full-page format.

Start each Section on a new page and show PWGSC Project Number, Section Title, Section Number and Page Number on each page. Specification date, project title, and consultant's name are not to be indicated.

3 Terminology

Use the term "Departmental Representative" instead of Engineer, PWGSC, Owner, Consultant or Architect. "Departmental Representative" means the person designated in the Contract, or by written notice to the Contractor, to act as the Departmental Representative for the purposes of the Contract, and includes a person, designated and authorized in writing by the Departmental Representative to the Contractor.

Notations such as: "verify on site", "as instructed", "to match existing", "example", "equal to" or "equivalent to", "to be determined on site by "Departmental Representative", should not be indicated in the specifications as this promotes inaccurate and inflated bids. Specifications must permit bidders to calculate all quantities and bid accurately. In exceptional cases, if quantities are impossible to identify (i.e. cracks to be repaired) give an estimated quantity for bid purposes (unit prices). Ensure that the terminology used throughout the specifications is consistent and does not contradict the applicable standard construction contract documents.

4 Dimensions

Dimensions are to be in metric only (no dual dimensioning).

5 Standards

As references in the NMS may not be up to date, it is the responsibility of the consultant to ensure that the project specification uses the latest applicable edition of all references quoted. The following is a list of some of the Internet websites which provide the most current publications of standards for reference in the construction specification document.

- CSA standards: <http://www.csa.ca>
- CGSB standards: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>
- ANSI standards: <http://www.ansi.org>
- ASTM Standards: <http://www.astm.org>
- ULC standards: <http://www.ulc.ca>
- General reference of standards: <http://www.techstreet.com/>

The NMS website (<http://www.tpsgc-pwgsc.gc.ca/biens-property/ddn-nms/index-eng.html>) also links to other documents references in the NMS under its "Links" feature.

6 Specifying Materials

The practice of specifying actual brand names, model numbers, etc., is against departmental policy except for special circumstances. The method of specifying materials shall be by using recognized standards such as those produced by Canadian Gas Association (CGA), Canadian General Standards Board (CGSB), Canadian Standards Association (CSA), and Underwriters' Laboratories of Canada (ULC), or by trade associations such as Canadian Roofing Contractors' Association (CRCA) and Terrazzo, Tile, Marble Association of Canada (TTMAC). Canadian standards should be used wherever possible.

If the above method cannot be used and where no standards exist, specify by a non-restrictive, non-trade name "prescription" or "performance" specifications.

In exceptional or justifiable circumstances or if no standards exist and when a suitable non-restrictive, non-trade name "prescription" or "performance" specification cannot be developed, specify by trade name. Include all known materials acceptable for the purpose intended, and in the case of equipment, identify by type and model number.

Acceptable Materials: set up the paragraph format as follows:

Acceptable Materials:

1. ABC Co. Model [_____].
2. DEF Co. Model [_____].
3. GHI Co. Model [_____].

Alternative materials to those specified may be considered during the solicitation period, however, the onus will be on the Consultant to review and evaluate all requests for approval of alternative materials.

The term "Acceptable Manufacturers" should not be used, as this restricts competition and does not ensure the actual material or product will be acceptable. A list of words and phrases that should be avoided is included in the NMS User's Guide.

Sole Sourcing: Sole sourcing for materials and work can be used for proprietary systems (ie. fire alarm systems, EMCS – Energy Monitoring and Control Systems). A justification will be required in this context.

Wording for the sole source of work should be in Part 1 as:

"Designated Contractor

- .1 Hire the services of [_____] to do the work of this section."

Wording for the sole source of Energy Monitoring and Control Systems (EMCS) should be in Part 1 as:

“Designated Contractor

- .1 Hire the services of [] or its authorized representative to complete the work of all EMCS sections.”

and in Part 2 as “Materials

- .1 There is an existing [] system presently installed in the building. All materials must be selected to ensure compatibility with the existing [] system.

Wording for the sole source of materials (ie. fire alarm systems) should be in Part 2 as:

“Acceptable materials

- .1 The only acceptable materials are [] .”

Prior to including sole source materials and/or work, the Consultant should contact the Project Manager to obtain the approval for the sole sourcing.

7 Unit Prices

Unit prices are used where the quantity cannot be precisely estimated (eg. earth work). The approval of the Project Manager must be sought in advance of their use.

Use the following wording:

[The work for this section] or [define the specific work if required, e.g. rock excavation] will be paid based on the actual quantities measured on site and the unit prices stated in the Bid and Acceptance Form.

In each applicable NMS section, replace paragraph title "Measurement for Payment" with "Unit Prices".

Refer to Appendix 1 of the Bid and Acceptance Form to view a sample of Unit Price Table.

8 Cash Allowances

Construction contract documents should be complete and contain all of the requirements for the contractual work. Cash allowances are to be used only under exceptional circumstances (ie. utility companies, municipalities), where no other method of specifying is appropriate. Obtain approval from the Project Manager in advance to include cash allowances and then use "Section 01 21 00 - Allowances" of the NMS to specify the criteria.

9 Warranties

It is the practice of PWGSC to have a 12 month warranty and to avoid extending warranties for more than 24 months. When necessary to extend beyond the 12 month warranty period provided for in the General Conditions of the contract, use the following wording in Part 1 of the applicable technical sections, under the heading "Extended Warranty":

- "For the work of this Section [____], the 12 month warranty period is extended to 24 months.
- Where the extended warranty is intended to apply to a particular part of a specification section modify the above as follows: "For [____] the 12 month ... [____] months."

Delete all references to manufacturers' guarantees.

10 Scope of Work

No paragraphs noted as "Scope of Work" are to be included.

11 Summary and Section Includes in Part -1 General of Section

Do not use the terms "Summary" and "Section Includes."

12 Related Sections

In every section of the specification at 1.1 "Related Sections": coordinate the list of related sections and appendices. Ensure co-ordination among the sections of the specification and ensure not to reference any section or appendices which do not exist.

13 Index

List all the plans and specification sections with correct number of pages, section names and correct drawing titles in the format shown in Appendix C.

14 Regional requirements

The Consultant should contact the Project Manager to obtain the regional requirements concerning Division 01 or other short form specifications as might be appropriate. For example, in the Quebec Region, the use of the *Section 01 11 01 – Work related general information* is necessary.

15 Health and Safety

It is required that all project specifications include "Section 01 35 29.06 - Health and Safety Requirements." Confirm with the Project Manager to determine if there are any instructions to meet regional requirements.

16 Designated Substances Report

Include "Section 01 14 25 - Designated Substances Report"

17 Subsurface Investigation Reports

Subsurface Investigation Report(s) are to be included after Section 31 and the following paragraph should be added to Section 31:

Subsurface investigation report(s)

.1 Subsurface investigation report(s) are included in the specification following this section.

When the Project Manager determines that it is not practical to include the subsurface investigation report(s), alternate instructions will be provided.

Where tender documents are to be issued in both official languages, the subsurface investigation report(s) shall be issued in both languages.

In addition to the provision of the Subsurface Investigation Report, the foundation information required by the National Building Code of Canada 2005 (Division C, Part 2, 2.2.4.6) shall be included on foundation drawings.

18 Experience and Qualifications

Remove experience and qualification requirements from specification sections.

19 Prequalification and Pre-award submissions

Do not include in the specification any mandatory contractor and/or subcontractor prequalification or pre-award submission requirements that could become a contract award condition. If a prequalification process or a pre-award submission is required, contact the Project Manager.

There should be no references to certificates, transcripts or license numbers of a trade or subcontractor being included with the bid.

20 Contracting Issues

Specifications describe the workmanship and quality of the work. Contracting issues should not appear in the specifications. Division 00 of the NMS is not used for PWGSC projects.

Remove all references within the specifications, to the following:

- General Instructions to Bidders
- General Conditions
- CCDC documents
- Priority of documents
- Security clauses
- Terms of payment or holdback
- Tendering process
- Bonding requirements
- Insurance requirements
- Alternative and separate pricing
- Site visit (Mandatory or Optional)
- Release of Lien and deficiency holdbacks

DRAWINGS

1 Title Blocks

Use PWGSC title block for drawings and sketches (including addenda).

2 Dimensions

Dimensions are to be in metric only (no dual dimensioning).

3 Trade Names

Trade names on drawings are not acceptable. Refer to SECTION 3, SPECIFICATIONS, 6.0 Specifying Materials for specifying materials by trade name.

4 Specification Notes

No specification type notes are to appear on any drawing.

5 Terminology

Use the term "Departmental Representative" instead of Engineer, PWGSC, Owner, Consultant or Architect. "Departmental Representative" means the person designated in the Contract, or by written notice to the Contractor, to act as the Departmental Representative for the purposes of the Contract, and includes a person, designated and authorized in writing by the Departmental Representative to the Contractor.

Notes such as: "verify on site", "as instructed", "to match existing", "example", "equal to" or "equivalent to", "to be determined on site by "Departmental Representative", should not appear on drawings as this promotes inaccurate and inflated bids. Drawings must allow bidders to calculate all quantities and bid accurately. In exceptional cases, where quantities are impossible to quantify (i.e. cracks to be repaired), refer to indications contained in section 3, Specifications, 3 Terminology.

6 Information to be included

Drawings should show the quantity and configuration of the project, the dimensions and details of how it is constructed. There should be no references to future work or any information planned to be changed by future addenda. The scope of work should be clearly detailed and elements not in contract should be eliminated or kept to an absolute minimum.

7 Drawing Numbers: Sets of drawings shall be numbered according to the type of drawing and the discipline involved, as indicated in the PWGSC NATIONAL CADD STANDARD.

During the Design Phase of the project each issue and review of documents must be noted on the Notes block of the drawing title, but at the time of construction document preparation, all revision notes should be removed.

8 Presentation Requirements: Present drawings in sets comprising the applicable civil, architectural, structural, mechanical and electrical drawings in that order. All drawings should be of uniform standard size.

9 Prints: Print with black lines on white paper. Confirm with Project Manager the size of prints to be provided for review purposes.

10 Binding: Staple or otherwise bind prints into sets. Where presentations exceed 20 sheets, the drawings for each discipline may be bound separately for convenience and ease of handling.

- 11 Legends:** Provide a legend of symbols, abbreviations, references, etc., on the front sheet of each set of drawings or, in large sets of drawings, immediately after the title sheet and index sheets.
- 12 Schedules:** Where schedules occupy entire sheets, locate them on top of each set of drawings for convenient reference. See *CGSB 33-GP-7 Architectural Drawing Practices for schedule arrangements*.
- 13 North Points:** On all plans include a north point. Orient all plans in the same direction for easy cross-referencing. Wherever possible, lay out plans so that the north point is at the top of the sheet.
- 14 Drawing Symbols:** Follow generally accepted drawing conventions, understandable by the construction trades, and in accordance with PWGSC publications.

ADDENDA

1 Format

Prepare addenda using the format shown in Appendix B. No signature type information is to appear.

Every page of the addendum (including attachments) must be numbered consecutively. All pages must have the PWGSC project number and the appropriate addendum number. Sketches shall appear in the PWGSC format, signed and sealed.

No Consultant information (name, address, phone #, consultant project # etc.) should appear in the addendum or its attachments (except on sketches).

2 Content

Each item should refer to an existing paragraph of the specification or note/detail on the drawings. The clarification style is not acceptable.

DOCUMENTATION

Translation

When required, all documentation included in the construction contract documents shall be in both official languages.

Ensure that English and French documents are equal in all respects. There can be no statement that one version takes precedence over the other.

Consultant shall provide:

- Per construction document submission, a completed and signed Checklist for the Submission of Construction Documents. See Appendix 'A'.
- Specification: originals printed one side on 216 mm x 280 mm white bond paper.
- Index: as per Appendix 'C'
- Addenda (if required): as per Appendix 'B' (to be issued by PWGSC).
- Drawings: reproducible originals, sealed and signed by the design authority.
- Tender information:
 - Including a description of all units and estimated quantities to be included in unit price table.
 - Including a list of significant trades including costs. PWGSC will then determine which trades, if any, will be tendered through the Bid Depository.
Government Electronic Tendering System (MERX): Consultants to provide an electronic true copy of the final documents (specifications and drawings) on one or multiple CD-ROM in Portable Document Format (PDF) without password protection and printing restrictions. The electronic copy of drawings and specifications for bidding and construction purposes are required to be signed and sealed by professionals in each discipline. See Appendix 'D' and Appendix 'E'.

PWGSC shall provide:

- General and Special Instructions to Bidders
- Bid and Acceptance Form
- Standard Construction Contract Documents

SECTION 4 CLASSES OF CONSTRUCTION COST ESTIMATES USED BY PWGSC

DESCRIPTION OF THE CLASSES OF ESTIMATES USED BY PWGSC FOR CONSTRUCTION COSTING OF BUILDINGS PROJECTS

Class 'D' (Indicative) Estimate:

Based upon a comprehensive statement of requirements, and an outline of potential solutions, this estimate is to provide an indication of the final project cost, and allow for ranking all the options being considered.

Submit Class D cost estimates in elemental cost analysis format latest edition issued by the Canadian Institute of Quantity Surveyors with cost per m² for current industry statistical data for the appropriate building type and location. Include a summary in the cost estimate, plus full back up, showing items of work, quantities, unit prices, allowances and assumptions.

The level of accuracy of a class D cost estimate shall be such that no more than a 20% design contingency allowance is required.

Class 'C' Estimate:

Based on a comprehensive list of requirements and assumptions, including a full description of the preferred schematic design option, construction/design experience, and market conditions. This estimate must be sufficient for making the correct investment decision.

Submit Class C cost estimates in elemental cost analysis format latest edition issued by the Canadian Institute of Quantity Surveyors with cost per m² for current industry statistical data for the appropriate building type and location. Include a summary in the cost estimate, plus full back up, showing items of work, quantities, unit prices, allowances and assumptions.

The level of accuracy of a class C cost estimate shall be such that no more than a 15% design contingency allowance is required.

Class 'B' (Substantive) Estimate:

Based on design development drawings and outline specifications, which include the design of all major systems and subsystems, as well as the results of all site/installation investigations. This estimate must provide for the establishment of realistic cost objectives and be sufficient to obtain effective project approval.

Submit Class B cost estimates in elemental cost analysis format latest edition issued by the Canadian Institute of Quantity Surveyors. Include a summary in the cost estimate, plus full back up, showing items of work, quantities, unit prices, allowances and assumptions.

The level of accuracy of a class B cost estimate shall be such that no more than a 10% design contingency allowance is required.

Class 'A' (Pre-Tender) Estimate:

Based on completed construction drawings and specifications prepared prior to calling competitive tenders. This estimate must be sufficient to allow a detailed reconciliation/negotiation with any contractor's tender.

Submit Class A cost estimates in both elemental cost analysis format and trade divisional format latest edition issued by the Canadian Institute of Quantity Surveyors. Include a summary in the cost estimate, plus full back up, showing items of work, quantities, unit prices, allowances and assumptions.

The level of accuracy of a class A cost estimate shall be such that no more than a 5% design contingency allowance is required.

SECTION 5 TIME MANAGEMENT

1 Time Management, Planning, and Control

The Time Management, Planning, and Control Specialist (scheduler) shall provide a Project Planning and Control System (Control System) for Planning, Scheduling, Progress Monitoring and Reporting and a Time Management, Planning, and Control Report (Progress Report). It is required that a fully qualified and experienced Scheduler play a major role in providing services in the development and monitoring of the project schedule.

The scheduler will follow good industry practices for schedule development and maintenance as recognized by the Project Management Institute (PMI).

PWGSC presently utilizes the Primavera Suite software and MicroSoft Project for its current Control Systems and any software used by the consultant should be fully integrated with these, using one of the many commercially available software packages.

1.1 Schedule Design

Project Schedules are used as a guide for execution of the project as well as to communicate to the project team when activities are to happen, based on network techniques using Critical Path Method (CPM).

When building a Control System you must consider:

1. The level of detail required for control and reporting;
2. The reporting cycle- monthly and what is identified in the Terms of Reference, but also includes Exception Reports;
3. That the duration must be in days;
4. What is required for reporting in the Project Teams Communications Plan and
5. The nomenclature and coding structure for naming and reporting requirements of activities, schedules and reports.

1.2 Schedule Development

For purposes of monitoring and reporting of project progress and ease of schedule review it is important to maintain a standard for all schedules and reports starting with the Work Breakdown Structure (WBS), identification of Milestones, naming of activities as well as schedule outputs and paper sizing and orientation.

Work Breakdown Structure

When developing the schedule the consultant needs to use PWGSC standards and practices. Two basic requirements are the National Project Management System (NPMS) and a Work Breakdown Structure (WBS), structured supporting the NPMS (Levels 1-4).

The WBS is as follows:

- Level 1 Project Title (NPMS)
- Level 2 Project Stage (NPMS)
- Level 3 Project Phase (NPMS)
- Level 4 Processes to meet Deliverables/Control Points Milestones (NPMS)
- Level 5 Sub-Processes and Deliverables in support of Level 4
- Level 6 Discrete activities. (Work Package)

Not all the Stages, Phases and Processes in the NPMS will be required on all the projects, however the structure remains the same.

Major and Minor Milestones

The Major Milestones are standard Deliverables and Control Points within NPMS and are required in all schedule development. These Milestones will be used in Management Reporting within PWGSC as well as used for monitoring project progress using Variance Analysis. The Minor milestones are process deliverables (Level 4) or sub-process deliverables (level 5) also used in Variance Analysis.

Each Milestone will also be assigned appropriate coding for Status Reporting and Management Reporting.

Milestones must have zero duration and are used for measuring project progress.

Milestones may also be external constraints such as the completion of an activity, exterior to the project, affecting the project.

Activities

All activities will need to be developed based on Project Objectives, Project Scope, Major and Minor Milestones, meetings with the project team and the scheduler's full understanding of the project and its processes.

Subdivide the elements down into smaller more manageable pieces that organize and define the total scope of work in Levels 5-6 that can be scheduled, costed, monitored and controlled. This process will develop the Activity List for the project.

Each activity is a discrete element of work and is the responsibility of one person to perform.

Each activity will describe the work to be performed using a verb and noun combination (i.e. Review Design Development Report).

Activities should not have durations longer than 2 update cycles, with exception of activities not yet defined in a "Rolling Wave".

Each activity will be assigned at WBS level 6 and appropriately coded for Status Reporting and Management Reporting.

These elements will become activities, interdependently linked in Project Schedules.

Project Logic

Once the WBS, Milestones and Activity List have been developed the activities and milestones can be linked in a logical manner starting with a Project Start Milestone. Every activity and milestone must be linked in a logical manner using either a Finish to Start (FS), Finish to Finish (FF), Start to Start (SS) or Start to Finish (SF) relationship. There can be no open-ended activities or milestones.

A Finish to Start (FS) is the preferred relationship.

When developing relationships avoid the use of lags and constraints in place of activities and logic.

Activity Duration

The activity duration (in days) is the estimated length of time it will take to accomplish a task.

Consideration needs to be taken in how many resources are needed and are available, to accomplish any activity. (Example: availability of Framers during a "Housing Boom".) Other factors are the type or skill level of the available resources, available hours of work, weather etc.

There will be several types of lists and schedules produced from this process, which will form part of the Progress Report.

Activity List

An Activity List identifies all activities including milestones required to complete the whole project.

Milestone List

A Milestone List identifies all project Major and Minor milestones.

Master Schedule

A Master Schedule is a schedule used for reporting to management at WBS level 4 and 5 that identifies the major activities and milestones derived from the detailed schedule. Cash Flow projections can be assigned at WBS level 5 for monitoring the Spending Plan.

Detailed Project Schedule

A Detailed Project Schedule is a schedule in reasonable detail (down to WBS Level 6 and 7) for progress monitoring and control, this will ensure that the schedule shall be in sufficient detail to ensure adequate planning and control.

1.3 Schedule Review and Approval

Once the scheduler has identified and properly coded all the activities; put them into a logical order and then determined the appropriate durations. The scheduler can then analyze the schedule to see if the milestone dates meet the contractual requirements and then adjust the schedule accordingly by changing durations, resource leveling or changing logic.

When the schedule has been satisfactorily prepared the scheduler can present the detailed schedule to the Project Team for approval and be Baselined. There may be several iterations before the schedule meets with the Project Teams agreement and the contractual requirements.

The final agreed version must be copied and saved as the Baseline to monitor variances for reporting purposes.

1.4 Schedule Monitoring and Control

Once Baselined the schedule can be better monitored, controlled and reports can be produced.

Monitoring is performed by, comparing the baseline activities % complete and milestone dates to the actual and forecast dates to identify the variance and record any potential delays, outstanding issues and concerns and provide options for dealing with any serious planning and scheduling issues in report form.

Analyze and report from early start sequence on all activities due to start, underway, or finished for the complete project.

There will be several reports generated from the analysis of the baseline schedule and will form part of the Time Management Report in the Required Services Sections (RS)

Progress Reports

A Progress Report reflects the progress of each activity to the date of the report, any logic changes, both historic and planned, projections of progress and completion the actual start and finish dates of all activities being monitored.

The Progress Report includes:

A Narrative Report, detailing the work performed to date, comparing work progress to planned, and presenting current forecasts. This report should summarize the progress to date, explaining current and possible deviations and delays and the required actions to resolve delays and problems with respect to the Detail Schedule, and Critical Paths.

Narrative reporting begins with a statement on the general status of the project followed by a summarization of delays, potential problems and project status criticality, any potential delays, outstanding issues and concerns and options for dealing with any serious planning and scheduling issues.

A Variance Report, with supporting schedule documentation, detailing the work performed to date, comparing work progress to planned. This report should summarize the progress to date, explaining all causes of deviations and delays and the required actions to resolve delays and problems with respect to the Detail Schedule, and Critical Paths.

A Criticality Report identifying all activities and milestones with negative, zero and up to five days Total Float used as a first sort for ready identification of the critical, or near critical paths through the entire project.

Included in the Progress Report as attachments are: WBS chart, Activity Lists, Milestone Lists, Master Schedules, Detailed Project Schedule

Exception Report

The Scheduler is to provide continuous monitoring and control, timely identification and early warning of all unforeseen or critical issues that affect or potentially affect the project.

If unforeseen or critical issues arise, the Scheduler will advise the Project Manager and submit proposed alternative solutions in the form of an Exception Report.

An Exception Report will include sufficient description and detail to clearly identify:

1. Scope Change: Identifying the nature, reason and total impact of all identified and potential project scope changes affecting the project.
2. Delays and accelerations: Identifying the nature, the reason and the total impact of all identified and potential duration variations.
3. Options Enabling a Return to the project baseline: Identifying the nature and potential effects of all identified options proposed to return the project within baselined duration.

1.5 Standard issue of documents

At each issue of documents or deliverable stage provide a complete and updated Progress Report, the contents of each report will vary with requirements and at each project phase. Typically a Progress Report has:

1. Executive Summary;
2. Narrative Report;
3. Variances Report;
4. Criticality Report;
5. Exception Report (as required)
6. Work Breakdown Structure Chart;
7. Activity List;
8. Milestone List;
9. Master Schedule with Cash Flow Projections;
10. Detail Project Schedule (Network Diagram or Bar Charts);

1.6 Schedule Outputs and Reporting Formats

The sheet sizing and orientation is more a suggestion that a role, changes to the paper format may vary to accommodate the information and column information required.

Progress Reports

Paper Size: Letter

Paper Format: Portrait

Title Format: Project Title; Report Type; Print Date; Data Date; Revision Block

Body Text: Narratives for each report to match other reports generated in the D.S.S.

Variance Report Columns: Activity ID, Activity Name, Planned Finish, Revised Finish, Variance, Activity % Complete,

Criticality Report Columns: Activity ID, Activity Name, Duration, Start, Finish, Activity % Complete, Total Float.

Exception Reports

Paper Size: Letter

Paper Format: Portrait

Title Format: Project Title; Report Type; Print Date; Data Date; Revision

Body Text: Narrative to match other reports generated in the D.S.S.

Paper Size: Letter

Paper Format: Landscape

Title Format: Project Title; Report Type; Print Date; Data Date; Revision

Columns: Activity ID, Activity Name, Duration, Remaining Duration, Start, Finish, Total Float.

Work Breakdown Structure (indent tree):

Paper Size: Letter

Paper Format: Portrait

Columns: WBS Code, WBS Name, Duration, Cost estimate, start and finish dates.

Footer Format: Project Title; Report Type; Print Date; Data Date; Revision Block

Activity Lists

Paper Size: Letter

Paper Format: Portrait

Columns: Activity ID, Activity Name, Start, Finish, Predecessor, Successor.

Footer Format: Project Title; Report Type; Print Date; Data Date; Revision Block

Sort with Early Start, then Early Finish, then Activity ID and with the WBS.

Milestone Lists

Paper Size: Letter
Paper Format: Portrait
Footer Format: Project Title; Report Type; Print Date; Data Date; Revision Block
Columns: Activity ID, Activity Name, Start, Finish.

Sort with Early Start, then Early Finish, then Activity ID and without the WBS.

Master Schedule (Bar Chart)

Paper Size: 11X17
Paper Format: Landscape
Footer Format: Project Title; Report Type; Print Date; Data Date; Revision Block
Columns: Activity ID, Activity Name, Duration, Activity % Complete, Start, Finish, Total Float.

Sort with Early Start, then Early Finish, then Activity ID and with the WBS.

Detailed Project Schedules (Bar Chart)

Paper Size: 11X17
Paper Format: Landscape
Footer Format: Project Title; Report Type; Print Date; Data Date; Revision Block
Columns: Activity ID, Activity Name, Duration, Activity % Complete, Start, Finish, Total Float.

Sort with Early Start, then Early Finish, then Activity ID and with the WBS.

APPENDIX 'A' - Checklist for the issue of Construction Documents to PWGSC

Last updated 2011-07-28

Date:		
Project Title:	Project Location:	
Project Number:	Contract Number:	
Consultant's Name:	PWGSC Project Manager:	
Review Stage:		
66%	99%	100%

Item	Verified by:	Comments:	Action by:
Specifications:			
1 National Master Specifications			
1a The current edition of the NMS has been used.			
2 Specification Organization			
2a Either the NMS 1/3 - 2/3 page format or the Construction Specifications Canada full page format is used.			
2b Each Section starts on a new page and the Project Number, Section Title, Section Number and Page Number show on each page.			
2c Specification date and consultant's name are not indicated.			
3 Terminology			
3a The term Departmental Representative is used instead of Engineer, PWGSC, Owner, Consultant or Architect.			
3b Notations such as: "verify on site", "as instructed", "to match existing", "example", "equal to", "equivalent to" and "to be determined on site by" are not used.			
4 Dimensions			
4a Dimensions are provided in metric only.			
5 Standards			

5a The latest edition of all references quoted is used.			
6 Specifications Materials			
6a The method of specifying materials uses recognized standards. Actual brand names and model numbers are not specified.			
6b Identify if non-restrictive, non-trade name “prescription” or “performance” specifications are used.			
6c Indicate if a list of acceptable materials have been used.			
6d The term “Acceptable Manufacturers” is not used.			
6e Indicate if sole sourcing has been used.			
7 Unit Prices			
7a Unit prices are used only for work that is difficult to estimate.			
8 Cash Allowances			
8a Indicate if cash allowances have been used.			
9 Warranties			
9a Indicate if warranties extend more than a 12 or 24 months period.			
9b Manufacturers guarantees are not indicated.			
10 Scope of Work			
10 No paragraphs noted as “Scope of Work” are included.			
11 Summary and Section Includes			
11a In part 1 of section, paragraphs “Summary” and “Section Includes” are not used.			
12 Related Sections			
12a The list of related sections and appendices are coordinated.			
13 Index			
13a The index shows a complete list of drawings and specification sections with the correct number of pages and correct drawing titles and section names.			
14 Regional requirements			

14a General Instructions are included (Section 01 11 01 for Quebec region).			
15 Health and Safety			
15a Section 01 35 29.06 - Health and Safety Requirements is included.			
16 Designated Substances Report			
16 a Section 01 14 25 - Designated Substances Report is included.			
17 Subsurface Investigation Reports			
17a Subsurface Investigation Reports are included in Division 31.			
18 Experience and qualifications			
18a Experience and qualification requirements do not appear in the specification sections			
19 Pre-qualifications			
19a There are no mandatory contractor and/or subcontractor pre-qualification requirements or references to certificates, transcripts or license numbers of a trade or subcontractor being included in the bid.			
20 Contracting Issues			
20a Contracting issues do not appear in the specifications.			
20b Division 00 of the NMS is not used.			
21 Quality Issues			
21a There are no specification clauses with square brackets “[]” or lines “___” indicating that the document is incomplete or missing information.			

Item	Verified by:	Comments:	Action By:
Drawings:			
1 Title Blocks			
1a The PWGSC title block is used.			
1b The project information in the title block is coordinated between disciplines.			
2 Dimensions			
2a Dimensions are provided in metric only.			
3 Trade Names			
3a Trade names are not used.			
4 Specification Notes			
4a There is no specification type notes.			
5 Terminology			
5a The term Departmental Representative is used instead of Engineer, PWGSC, Owner, Consultant or Architect.			
5b Notations such as: “verify on site”, “as instructed”, “to match existing”, “example”, “equal to”, “equivalent to” and “to be determined on site by” are not used.			
6 Information to be included			
6a The project quantity and configuration, dimensions and construction details are included.			
6b References to future work and elements not in contract do not appear or are kept to an absolute minimum and clearly marked.			
7 Respect of PWGSC standards for electronic format			
7a The electronic format of drawings respects the current CADD standards of PWGSC.			
7b The electronic format of drawings and specifications, in English and French, respects the PWGSC directory structure for electronic tender documents.			

I confirm that the plans and specifications of all disciplines have been thoroughly reviewed and that the items listed above have been addressed or incorporated. I acknowledge and accept that by signing certifying that all items noted above have been addressed, should it be found during the tendering of these documents or implementation of the project, that the items above were not properly addressed, my firm will be responsible to resolve all related issues at my firm's expense and may receive an unsatisfactory consultant performance evaluation which could have an impact on my firm's ability to obtain work from PWGSC in the future.

Consultant's Representative: _____

Firm name: _____

Signature: _____ Date: _____

APPENDIX 'B' - Sample of Addendum

Last updated April 22, 2008

ADDENDUM No. _____

Project Number: _____

The following changes in the bid documents are effective immediately. This addendum will form part of the contract documents

DRAWINGS

SPEC NOTE: indicate drawing number and title, then list changes or indicate revision number and date, and re-issue drawing with addendum.

1 A1 Architectural

.1

SPECIFICATIONS

SPEC NOTE: indicate section number and title.

1 Section 01 11 01 – Work related general information

SPEC NOTE: list all changes (i.e. delete, add or change) by article or paragraph

.1 Delete article (xx) entirely.

.2 Refer to paragraph (xx.x) and change ...

2 Section 23 05 00 - Common Work Results - Mechanical

.1 Add new article (x) as follows:

APPENDIX 'C' - Sample of Index

Last updated April 22, 2008

Project No: _____

Index
Page 1 of ____

DRAWINGS AND SPECIFICATIONS

SPECIFICATIONS:

SPEC NOTE: List all Divisions, Sections (by number and title) and number of pages.

<u>DIVISION</u>	<u>SECTION</u>	<u>NO. OF PAGES</u>
DIVISION 01	01 11 01 – Work related general information.....XX
	01 14 25 - Designated Substances Report.....XX
	01 35 29.06 - Health and Safety.....XX
DIVISION 23	23 xx xx	
DIVISION 26	26 xx xx	

DRAWINGS:

SPEC NOTE: List all Drawings by number and title.

C-1	Civil and landscaping
A-1	Architectural
S-1	Structural
M-1	Mechanical
E-1	Electrical

APPENDIX 'D'

USER MANUAL ON DIRECTORY STRUCTURE AND NAMING CONVENTION STANDARDS FOR CONSTRUCTION TENDER DOCUMENTS ON CD ROM

Issued by:

Real Property Contracting Directorate

PWGSC

May 2005

Last Updated: June 3, 2008

Version 1.0

PREFACE

The Government of Canada (GoC) has committed to move towards an electronic environment for the majority of the services it offers. This covers the advertisement and distribution of contract opportunities, including construction solicitations. As a result, it is now necessary to obtain a copy of construction drawings and specifications (in PDF format **without** password protection) on one or multiple CD-ROM to facilitate for the GoC the transfer of the construction drawings and specifications electronically to the Government Electronic Tendering System (GETS).

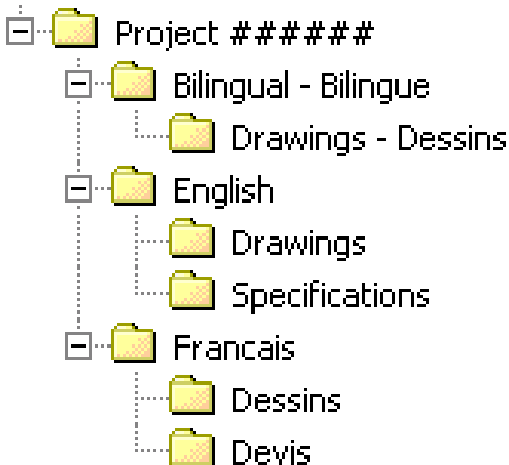
There is therefore a need to adopt a common directory structure and file-naming convention to ensure that the information made available to contractors electronically and in hard (printed) copy is in accordance with the sequence adopted in the real property industries, both for design and construction. This manual defines the standard to be followed by both consultants and print shops at time of formatting and organizing the information, whether drawings and specifications are created by scanning print documents or saved as PDF files from the native software (AutoCAD, NMS Edit, MS-Word, etc...) in which these were created.

It is important to note that the procedure described in this manual is not an indication that consultants are relieved from following the established standards for the production of drawings and specifications. The sole purpose of this manual is to provide a standard for the organization and naming of the electronic files that will be recorded on CD-ROM.

1. DIRECTORY STRUCTURE

1.1 1st, 2nd and 3rd Tier Sub-Folders

Each CD-ROM, whether it is for the original solicitation (tender call) or for an amendment (addendum), must have the applicable elements of the following high-level Directory Structure created:



The following important points are to be noted about the Directory Structure:

- The “*Project #####*” folder is considered the 1st Tier of the Directory Structure where ##### represents each digit of the Project Number. The Project Number must always be used to name the 1st Tier folder and it is always required. Free text can be added following the Project Number, to include such things as a brief description or the project title;
- The “*Bilingual - Bilingue*”, “*English*” and “*Français*” folders are considered the 2nd Tier of the Directory Structure. The folders of the 2nd Tier **cannot** be given any other names since GETS uses these names for validation purposes. At least one of the “*Bilingual - Bilingue*”, “*English*” and “*Français*” folders is always required, and these must always have one of the applicable sub-folders of the 3rd Tier;
- The “*Drawings - Dessins*”, “*Drawings*”, “*Specifications*”, “*Dessins*” and “*Devis*” folders are considered the 3rd Tier of the Directory Structure. The folders of the 3rd Tier **cannot** be given any other names since GETS also uses these names for validation purposes. There must be always at least one of the applicable 3rd Tier folder in each document.

IMPORTANT: The applicable elements of the Directory Structure (1st, 2nd and 3rd Tier folders) are always required and cannot be modified.

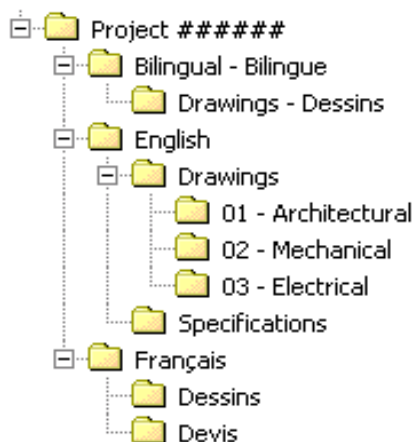
1.2 4th Tier Sub-Folders for Drawings

The “*Drawings – Dessins*”, “*Drawings*” and “*Dessins*” folders must have 4th Tier sub-folders created to reflect the various disciplines of the set of drawings.

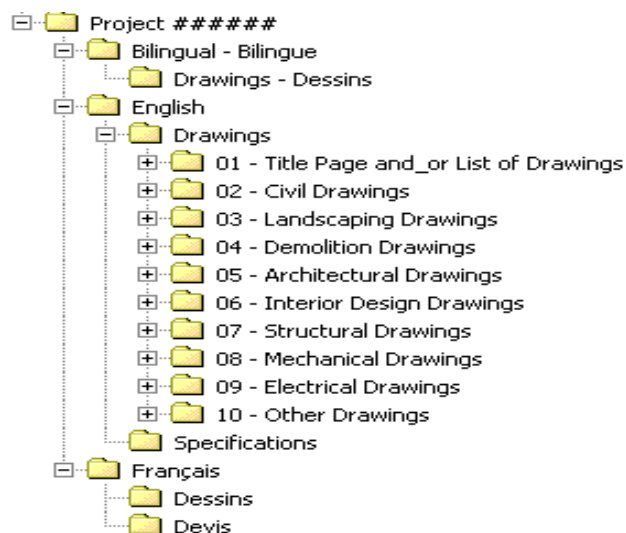
Because the order of appearance of the sub-folders on the screen will also determine the order of printing, it is necessary to start with a number the identification name of the sub-folders in the “*Drawings – Dessins*”, “*Drawings*” and “*Dessins*” folders.

Note: The first sub-folder must be always reserved for the Title Page and/or the List of Drawings unless the first drawing of the set is an actual numbered discipline drawing.

Examples of 4th Tier sub-folders for drawings:



or



1.2.1 Naming Convention

The 4th Tier sub-folders for drawings must adhere to the following standard naming convention.

For the “*Drawings*” and “*Dessins*” folders:

- Y

Where:

= A two digit number ranging from 01 to 99 (leading zeros must be included)

Y = The title of the folder

Example: 03 – Mechanical

For the “*Drawings - Dessins*” folder:

- Y - Z

Where:

= A two digit number ranging from 01 to 99 (leading zeros must be included)

Y = The English title of the folder

Z = The French title of the folder

Example: 04 - Electrical - Électricité

It should be noted that the numbering of the 4th Tier sub-folders is for sorting purposes only and is not tied to a specific discipline. For example, “*Architectural*” could be numbered 05 for a project where there is four other disciplines before “*Architectural*” in the set of drawings or 01 in another project where it’s the first discipline appearing in the set.

It is essential to ensure that the order of the drawings on the CD-ROM be exactly the same as in the hard copy set. GETS will sort each drawing for both screen display and printing as per the following rules:

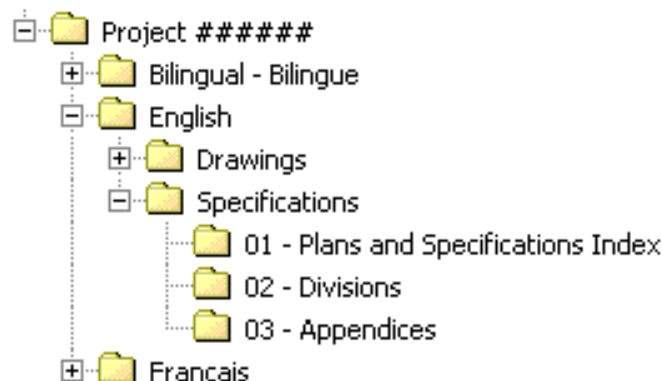
- The alphanumerical sorting is done on an ascending order;
- The alphanumerical order of the sub-folders determines the order of appearance on the screen as well as the order of printing (as an example: all the drawing PDF files in the 01 sub-folder will be printed in alphanumerical order before the drawings in the 02 sub-folder etc...);
- Each drawing PDF file within each sub-folder will also be sorted alphanumerically. This will determine the order of appearance on the screen as well as the order of printing (i.e. Drawing A001 will be printed before Drawing A002, Drawing M02 before Drawing M03, etc...).

1.3 4th Tier Sub-Folders for Specifications

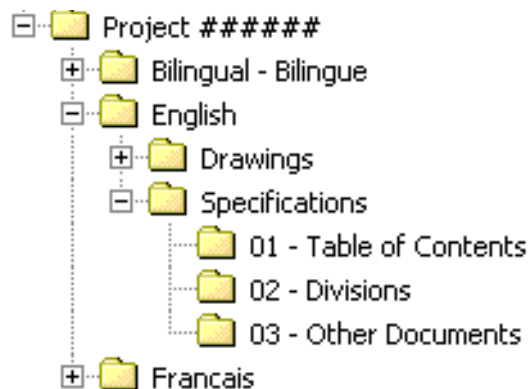
The “*Specifications*” and “*Devis*” folders must have 4th Tier sub-folders created to reflect the various elements of the specifications.

Because the order of appearance of the sub-folders on the screen will also determine the order of printing, it is necessary to start with a number the identification name of the sub-folders in the “*Specifications*” and “*Devis*” folders.

Examples of 4th Tier sub-folders for specifications:



or



1.3.1 Naming Convention

The 4th Tier sub-folders for specifications must adhere to the following standard naming convention.

For the “*Specifications*” and “*Devis*” folders:

- Y

Where:

= A two digit number ranging from 01 to 99 (leading zeros must be included)

Y = The title of the folder

Example: 02 – Divisions

It should be noted that the numbering of the 4th Tier sub-folders is for sorting purposes only and is not tied to an element of the specifications.

It is essential to ensure that the order of the elements of the specifications on the CD-ROM be exactly the same as in the hard copy. GETS will sort each element of the specifications for both screen display and printing as per the following rules:

- The alphanumerical sorting is done on an ascending order;
- The alphanumerical order of the sub-folders determines the order of appearance on the screen as well as the order of printing (as an example: all the specifications PDF files in the 01 sub-folder will be printed, in alphanumerical order before the PDF files in the 02 sub-folder, etc...);
- Each specifications PDF file within each sub-folder will also be sorted alphanumerically. This will determine the order of appearance on the screen as well as the order of printing (i.e. Division 01 will be printed before Division 02, 01 - Appendix A before 02 - Appendix B, etc...).

2. NAMING CONVENTION FOR PDF FILES

Each drawing, specifications division or other document that are part of the tender documents must be converted in PDF format (without password protection) in accordance with the following standard naming convention and each PDF file must be located in the appropriate sub-folder of the Directory Structure.

2.1 Drawings

Each drawing must be a **separate single page** PDF file. The naming convention of each drawing must be:

X### - Y

Where:

X = The letter or letters from the drawing title block (“A” for Architectural or “ID” for Interior Design for example) associated with the discipline

= The drawing number from the drawing title block (one to three digits)

Y = The drawing name from the drawing title block (for bilingual drawings, the name in both English and French is to appear)

Example: A001 - First Floor Details

Each drawing that will be located in the appropriate discipline 4th Tier sub-folders must be named with the same letter (“A” for Architectural Drawings for example) and be numbered. The drawing number used to name the PDF file must match as much as possible the drawing number of the actual drawing (the exception being when leading zeros are required).

The following important points about drawings are to be noted:

- The drawing PDF files within each sub-folder are sorted alphanumerically for both displaying and printing. If there are more than 9 drawings in a particular discipline the numbering must use at least two numerical digits (i.e. A01 instead of A1) in order to avoid displaying drawing A10 between A1 and A2. The same rule applies when there are more than 99 drawings per discipline i.e. three digits instead of two must be used for the numbering (for example M003 instead of M03);
- If drawing PDF files are included in the “*Bilingual - Bilingue*” folder, these cannot be included as well in the “*English*” and/or “*Français*” folders;
- If drawings not associated with a particular discipline are not numbered (Title Page or List of Drawings for example), these will be sorted alphabetically. While this does not represent a problem if there is only one drawing in the sub-folder, it could disrupt the order when there are two or more drawings. If the alphabetical order of the drawings name does not represent the order on the hard copy set, the drawings are to be named as per the following standard convention when converted in PDF format to ensure proper display and printing order.

- Y

Where:

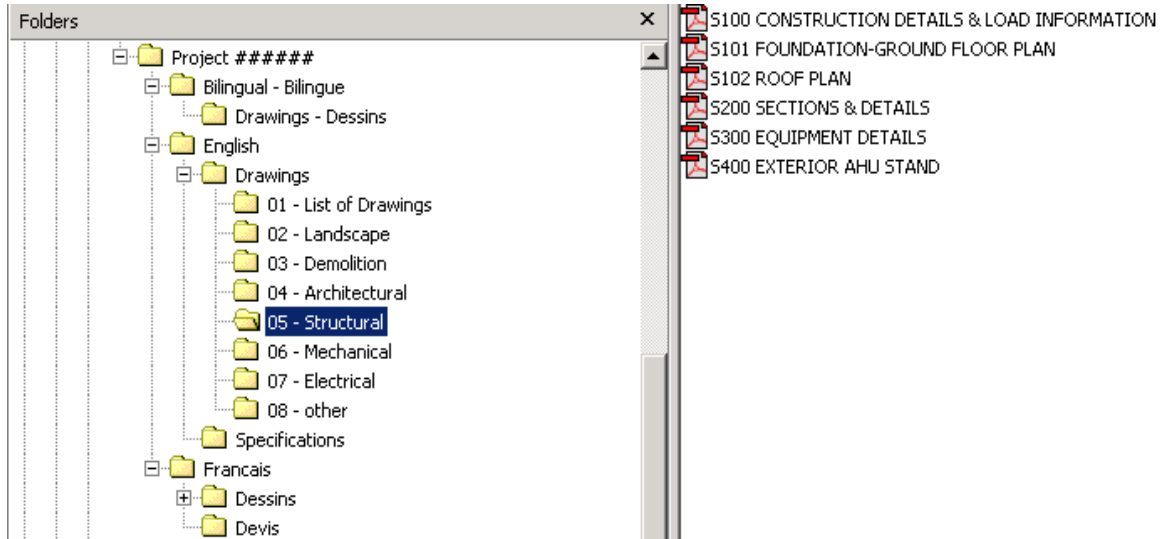
= A two digit number ranging from 01 to 99 (leading zeros must be included)

Y = The name of the drawing

Example: 01 - Title Page
 02 - List of Drawings

If numbers are not used in the PDF files name, “*List of Drawings*” will be displayed before “*Title Page*” because “L” comes before “T” in the alphabet.

Example of a 4th Tier Drawings sub-folder's content:



2.2. Specifications

Each Specifications Division must be a separate PDF file and all pages contained in each PDF file must have the same physical size (height, width). The Plans and Specifications Index must also be a separate PDF file. If there are other documents that are part of the Specifications (e.g. Appendix or other) these are to be separate PDF files as well.

2.2.1 Documents other than Specifications Divisions

Because PDF files within the Specifications sub-folders are sorted alphanumerically (in ascending order) for both on screen display and printing order, all files that appear in folders other than the "*Divisions*" sub-folder must be named using a number:

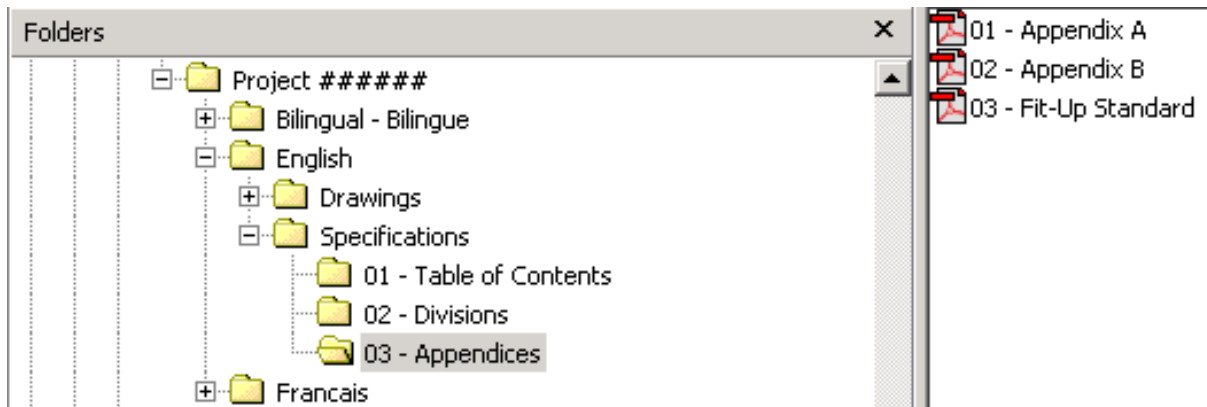
- Y

Where:

= Two digit number ranging from 01 to 99 with leading zeros required
Y = Name of the document

Example: 01 - Plans and Specifications Index

Example of a sub-folder content (sub-folder other than “*Divisions*”):



2.2.2 Specifications Divisions

The Specifications Divisions must be named as follows:

Division ## - Y

Where:

Division ## = The actual word “*Division*” followed by a space and a two digit number ranging from 01 to 99 (with leading zeros required)

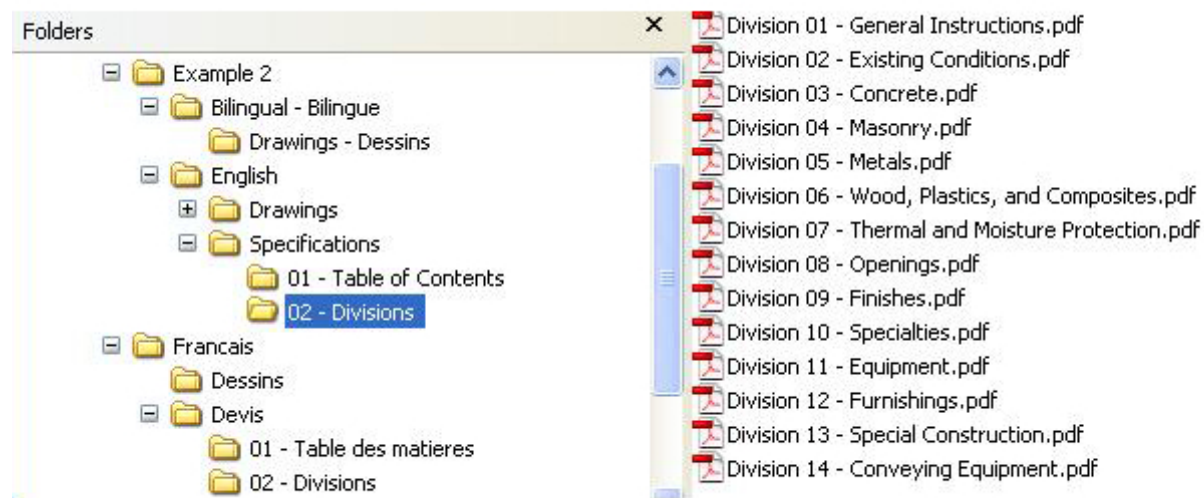
Y = Name of the Specifications Division as per **CSC/CSI MasterFormat™**

Example: Division 05 – Metals

The following important point about specifications is to be noted:

- The Numbering of the Divisions **cannot** be altered from **CSC/CSI MasterFormat™** even if some Divisions are not used in a given project. For example, Division 05 will always remain Division 05 even if Division 04 is not used for a given project.

Example of a “*Divisions*” sub-folder content:



3. CD-ROM LABEL

Each CD-ROM is to be labeled with the following information:

Project Number / Numéro de projet
Project Title / Titre du projet
 Documents for Tender / Documents pour appel d'offres
 CD X of/de X

Example:

Project 123456 / Projet 123456
 Repair Alexandra Bridge / Réparation du pont Alexandra
 Documents for Tender / Documents pour appel d'offres
 CD 1 of/de 1

APPENDIX 'E'

BASIC REFERENCE GUIDE ON CONVERTING CONSTRUCTION DRAWINGS INTO PORTABLE DOCUMENT FORMAT (PDF)

Issued by:

Real Property Contracting Directorate

PWGSC

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Version 1.0

PREFACE

Portable Document Format (PDF) is the standard format for documents that are posted on the Government Electronic Tendering System (GETS). There is therefore a need to obtain from architectural and engineering consultants an electronic copy of drawings and specifications in PDF for tendering Government of Canada (GoC) construction projects.

In order to have the highest quality in term of resolution and printing, consultants should to the greatest extent possible have the PDF drawing and specification files derived from the native software in which they were created. Scanning is permissible but only in special circumstances, for example when there is no electronic version of a drawing being included in a construction tender package.

The purpose of this document is to provide basic information on the conversion of Computer Aided Design and Drafting (CADD) drawings in PDF. Creating a PDF file from a CADD drawing is a relatively simple process once all the necessary configurations and settings are in place. It actually should not take any longer than it would take to create a plot file or to send a drawing to a printer. The information in this guide is not intended to cover all technical aspects of the conversion, which can be done using various methods, but rather to highlight important points about the process and file settings. The conversion of specifications is not covered in this basic reference guide since it does not require any special configuration or setting.

The information provided in this basic reference guide is not an indication that consultants are relieved from following the established standards for the production of drawings and specifications. The sole purpose of this guide is to provide basic information on the PDF conversion process bearing in mind that additional detailed technical information is available from the various software manufacturers.

1. PRINTER DRIVERS

Adobe Acrobat provides two different printer drivers that are able to convert CADD drawing into PDF format, Acrobat PDF Writer and Acrobat Distiller. Before creating a PDF file from a CADD drawing, a choice must be made as to which one will be used.

Acrobat PDF Writer is a non-PostScript printer driver that works best with documents that don't contain complex graphics

Acrobat Distiller is a PostScript printer driver that works best with documents that contain PostScript fills, Encapsulated PostScript (EPS) graphics, or other complex elements.

It is recommended that Acrobat Distiller be used to create PDF file of architectural and engineering drawings due to their size and complex graphical nature.

2. PRINTER CONFIGURATION

Before converting a CADD drawing to PDF, an Acrobat printer configuration file for the PDF paper size needs to be created. This function can be done in the CADD software rather than using a custom paper size defined for the Acrobat distiller feature. The recommended method is to add a PostScript Adobe plotter in the CADD software and making the necessary setting in terms of media source and size, scale and orientation. The configuration can then be re-used to simplify the conversion process for future files that use the same page size.

As an alternative, although not recommended, a custom-defined size can be created in Acrobat Distiller in the *properties* menu.

3. CREATING PDF FILES

Once the printer configuration has been done in the CADD software, open up Acrobat Distiller and make the necessary settings in the *preferences* and *job options* sub-menu. Ensure that the page size match the sheet size selected in the CADD software to create the file. Particular settings can be saved under different names for future use.

With the Acrobat Distiller application open, ensure the required sheet size is displayed in the *job options* window. Then it is simply a matter of bringing the CADD file into the Acrobat Distiller creation box.

A progress bar will show during the conversion and the newly converted PDF file should open up and be displayed for verification.

4. PDF FILES SETTINGS

4.1 Security

Adobe Acrobat contains security features that can be used to secure the files by restricting any changes to the files. However, since the files will be posted on GETS and will be used for printing copies, the files **must not** be password protected and **must** allow printing.

4.2 Drawing Orientation

The final PDF drawing files must be displayed on the screen in the same direction that the users are intended to view them. This can be achieved by adjusting the setup of the plotter. If the drawing is not oriented properly after the conversion, it can be rotated manually within Adobe Acrobat.

4.3 Font Type

In order to avoid any problems during the conversion and to minimize the potential for font display errors, the fonts used for the production of construction drawings must be *PostScript or True Type fonts*.

4.4 Resolution

Since the PDF files will be used for printing, it is important that a proper resolution be selected. It is recommended to select 600 dots per inch (dpi).

4.5 Scale

When choosing the Plot scale in Adobe, it is important to choose the 1:1 scale to ensure the integrity of the scale from which the drawings were created in the CADD software.

5. SCANNING

Scanning is not recommended and should be done only when the drawing is not available electronically. When scanning a drawing, it is important that it be done in real size (scale 1:1) to ensure that the scale remains intact in subsequent printing. It is recommended that each scanned drawing be opened and verified to ensure that the resolution, scale and border are of an acceptable quality.

6. FINAL CHECKLIST

When the drawing file has gone through the PDF conversion, it is recommended to open it and verify the following:

- That the sheet size displayed is what was intended to be created (the size is viewable in the lower left corner of the drawing).
- That the orientation of the sheet is correct.
- That the line types, line weights and fonts match the CADD drawing.
- That the PDF file is in black and white.
- That each drawing is a single PDF file.
- That the PDF file is not password protected and printable.

If all the items are verified, the PDF file is useable

7. ADDITIONAL INFORMATION

For more information about the creation of PostScript and EPS files please refer to the User's Guide of the CADD software being used to produce the drawings. For more information about creating PDF file please refer to the Acrobat Distiller User's Guide and/or visit the Adobe Web site at www.adobe.com.